

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AMENDED AGENDA
(Items C-2, C-3, K-9, K-10 added; Item L-3 updated – 2/13/20)

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
February 18, 2020

Teleconference Location (Ramirez): Sheraton Grand Hotel, 1230 J Street, Sacramento

New Start Time: Closed Session – 4:45 PM

Regular Meeting - 6:00 PM

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
Name of case: State of California, Regents of the University of California; et al v. Cellco Partnership dba Verizon Wireless; et al.
Sacramento County Superior Court, Case No. 34-2012-00127517
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4)) (City Council) **(added 2/13/20)**
Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8) (City Council) **(added 2/13/20)**
Property: Portion of vacant City property located behind the Del Norte Regional Recycling and Transfer Station located at 111 S. Del Norte Blvd.
Agency negotiators: Jeff Lambert, Rosemarie Gaglione and Ashley Golden.
Negotiating parties: Agromin (Bill Camarillo, CEO).
Under negotiation: Price and terms of payment.

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

Agenda Item time estimates: (Staff Presentation / Council Discussion / Public Comment)

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Resolution to Catherine G. Garcia for Twenty-Two Years of Exemplary Service to the City of Oxnard.
2. SUBJECT: Presentation of a Commendation to Oxnard PAL U14 Girls Soccer Team for Winning the CSL 2019 League Cup Tournament.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the February 4, 2020 regular meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

2. City Manager Department

SUBJECT: Appointment of Councilmember Lopez to Economic Development Collaborative - Ventura County.

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Councilmember Lopez to the Economic Development Collaborative - Ventura County (EDC-VC) Board of Directors.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

3. Community Development Department

SUBJECT: Adoption of Ordinance No. 2975 to approve PZ No. 17-560-01 (Pre-Zoning) to General Commercial Planned Development (C2-PD) for Rio Urbana Development Project located at 2714 East Vineyard Avenue consisting of 15,000 SF Office Building and 167 For Sale Residential Units Over Nine Individual Buildings. Filed By Rio School District and The Pacific Companies.

RECOMMENDATION: That the City Council approve for second reading (by title only and waive further reading) and adoption of Ordinance No. 2975 approving PZ No. 17-560-01 (Pre-Zoning) to General Commercial Planned Development (C2-PD) for Rio Urbana Development Project located at 2714 East Vineyard Avenue.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

4. Public Works Department

SUBJECT: Award Contract to Harbour Constructors for Pilaster Jacket Repairs at Mandalay Bay Seawalls Project PW 17-16.

RECOMMENDATION: That the City Council:

1. Award and authorize the Mayor to execute Agreement A-8206 in the amount of \$634,000 to Harbour Constructors Co. for the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project PW 17-16;
2. Approve \$63,400 for Project contingency for the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project;
3. Approve \$63,400 for engineering, inspection, survey and project management for the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project, and
4. Approve budget appropriation in the amount of \$625,728 from the Waterways Assessment District Fund 121 for completion of the project.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

5. Public Works Department

SUBJECT: Award Agreement A-8204 to Kennedy Jenks Consultants Inc., for Construction Management Services for the Hueneme Road Recycled Water Pipeline Phase II Project PW 17-42.

RECOMMENDATION: That the City Council award and authorize the Mayor to execute Agreement A-8204 in an amount of \$733,120 with Kennedy Jenks Consultants Inc., for Constructability Review, Construction Management, Observation and Inspection Services for the Hueneme Road Recycled Water Pipeline Phase II Project PW17-42 (Project no. 106002). (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

6. Public Works Department

SUBJECT: Approve AutoZone Parts, Inc. Agreement A-8149 for Fleet Services.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8149 with AutoZone Parts, Inc. (AutoZone) to provide off-site automotive parts, supplies and services required by the Fleet Services Division, for an amount not to exceed \$4,600,000 and valid through November 30, 2024; and
2. Ratify the change order to the existing AutoZone Blanket Purchase Order 7155, for parts and supplies needed until Agreement A-8149 is approved by City Council.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

7. Public Works Department

SUBJECT: Purchase of New Sewer Cleaning Vehicle.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Purchase Order (PO) with Municipal Maintenance Equipment for the purchase of a new VAC-CON sewer cleaning combination truck in the amount of \$411,934.45. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

8. Public Works Department

SUBJECT: Award Trade Services Agreement A-8192 to PBC Commercial Cleaning Systems, Inc. for Custodial Services for the Oxnard Transit Center (OTC).

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Trade Services Agreement No. A-8192 with PBC Commercial Cleaning Systems, Inc., (CCS) for a term of three (3) years for a total contract value of \$436,425 to provide custodial services at the Oxnard Transit Center located at 201 East Fourth Street. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

9. Public Works Department (added 2/13/20)

SUBJECT: Award Agreement A-8201 to Toro Enterprises for the Cast Iron Pipe Replacement Project.

RECOMMENDATION: That City Council:

1. Award and authorize the Mayor to execute Agreement A-8201 in the amount of \$4,643,679 for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project PW 19-94 with Toro Enterprises, Inc.;
2. Approve \$464,368 for Project contingency and \$325,058 for engineering, inspection, survey and project management for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project; and
3. Approve a budget appropriation of \$3,939,827 from the Water Operating Fund (601) for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project Nos. 183108 and 153117, respectively.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

10. City Clerk Department (added 2/13/20)

SUBJECT: Conflict of Interest Code Amendment.

RECOMMENDATION: That the City Council adopts a resolution that repeals all previous Conflict of Interest Code resolutions and approves an amended Conflict of Interest Code pursuant to the Political Reform Act to update the list of designated positions filing Statements of Economic Interests ("Form 700").

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

L. REPORTS

1. City Treasurer Department

SUBJECT: Monthly Investment Report for the period ending December 31, 2019. (10/5/5)

RECOMMENDATION: That the City Council receive and file the report.

Legislative Body: City Council

Contact: Phillip Molina, City Treasurer

2. Cultural & Community Services Department

SUBJECT: Award Agreement with Sterling Venue Ventures for the management and operations of the Oxnard Performing Arts and Convention Center. (10/15/15)

RECOMMENDATION: That the City Council authorize the Mayor to execute the facility management agreement between the City and Sterling Venue Ventures for:

1. A five (5) year agreement for the operation, maintenance, and management of the Oxnard Performing Arts and Convention Center Auditorium; and
2. A five (5) year agreement for the operation, maintenance, and management of the Oxnard Performing Arts and Convention Center Meeting Rooms, in coordination with the Oxnard Performing Arts non-profit Corporation Board of Directors.

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

3. City Manager Department **(updated 2/13/20 – new attachment added)**

SUBJECT: Begin the Process to Wean Off of Measure O. (15/10/10)

RECOMMENDATION: That the City Council deliberate and provide feedback and direction on the proposed initial list of savings, reabsorptions, reductions, and cuts. (Reviewed by Measure O Citizen Oversight Committee)

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

4. City Manager Department

SUBJECT: Amended MOU concerning sale of Rule 20A credits to City of Laguna Beach. (5/5/5)

RECOMMENDATION: That the City Council:

1. Adopt a resolution and enter into an amended Memorandum of Understanding (MOU) between the City of Oxnard (City) and the City of Laguna Beach (Laguna Beach) for the sale of \$3,231,245 in unallocated Southern California Edison (SCE) Rule 20A credits from the City to Laguna Beach in the amount of \$1,777,185, and apply one-time revenue from proposed sale to the General Fund reserve; and
2. Issue a payment to Laguna Beach for the difference between the original MOU and amended MOU in the amount of \$403,998; and
3. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

M. ADJOURNMENT

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING CATHERINE G. GARCIA FOR TWENTY-TWO YEARS
OF EXEMPLARY SERVICE TO THE CITY OF OXNARD

WHEREAS, Catherine G. Garcia has given twenty-two years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Catherine G. Garcia began her career with the City of Oxnard Housing Department as an Account Clerk on February 18, 1998 until her retirement on January 31, 2020; and

WHEREAS, throughout her career, Catherine G. Garcia assisted low-income families in need of housing in the Administration, Housing Choice Voucher and Public Housing Divisions of the Housing Department; and

WHEREAS, Catherine G. Garcia will be sorely missed in the Housing Department, but will continue to live in Oxnard with her husband Fred and their two sons Andrew Jeremy and Mark Adam Garcia.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Catherine G. Garcia for twenty-two years of outstanding service to the City and extend best wishes for a fun and fulfilling retirement with family and friends.

PASSED AND ADOPTED this 18th day of February, 2020 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Tim Flynn, Mayor

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk



Stephen M. Fischer, City Attorney



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1.**

DATE: February 18, 2020

TO: City Council

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the February 4, 2020 regular meeting as presented.

BACKGROUND

Not applicable.

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. This agenda item does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. Minutes 02.04.2020 CC regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 February 4, 2020

A. ROLL CALL, POSTING OF AGENDA

At 5:01 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Community Development Successor Agency) in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Bryan A. MacDonald, Bert E. Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present. Councilmembers Gabriela Basua, Vianey Lopez, and Oscar Madrigal were absent (arrived at 5:11 p.m., 5:07 p.m., and 7:24 p.m., respectively).

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

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
 Name of case: City of Port Hueneme; et al. v. City of Oxnard; Albino Gonzalez, et al.
 Ventura County Superior Court Case No. 56-2018-00511489-CU-MC-VTA
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council/Successor Agency)
 Name of case: City of Oxnard; et al. v. California Director of Finance Keely Martin Bosler, et al.
 Sacramento County Superior Court Case No. 34-2019-80003259
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - (Government Code section 54956.8) (City Council)
 Property: 418 West Fourth Street, Oxnard
 Agency Negotiators: Jeffrey Lambert, Development Services Director
 Negotiating Party: BikeVentura (Joey Juhasz-Lukomski, Executive Director)
 Under negotiation: Price and terms of payment.

Mayor Flynn read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title of the litigation being discussed is City of Port Hueneme; et al. v. City of Oxnard; Albino Gonzalez; et al. The City Council will also recess to a closed session, pursuant to Government Code section 54956.8, to give instructions to its real property negotiators regarding Item C-3 of the meeting agenda. The City Council and the Successor Agency

will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title of the litigation being discussed is City of Oxnard; et al. v. California Director of Finance Keely Martin Bosler; et al.”

The City Attorney announced that when she arrives, Councilmember Lopez will be recused from item C-1 due to a familial relationship to a party in the lawsuit.

At 5:04 p.m., the City Council recessed to a closed session. At 6:04 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney made the following announcement:

“On the Port Hueneme v. City of Oxnard matter, Councilwoman Basua and Councilmember Lopez recused themselves and Council was briefed on the status of this worker’s compensation subrogation case, and provided direction and settlement authority to legal counsel regarding an upcoming mediation in the matter. On the real property negotiation item, Council was briefed on the status of negotiations for the potential lease of City property with the listed entity and provided direction to the City’s negotiator. If the lease is negotiated, it will be agendized for Council action at open session. In the matter of the City and Successor Agency v. the California Director of Finance and the Department of Finance, by unanimous vote with Councilmember Madrigal being absent, the City Council and Successor Agency approved settling litigation the City and Successor Agency filed in October of last year regarding disposition of housing funds resulting from refinancing of the Camino del Sol Senior Apartments. The settlement will permit the Successor Agency to transfer the full amount at issue – \$1.5 million – to the City as Successor Housing Entity to use for affordable housing purposes.”

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Emilio Ramirez, Housing Director; Tatiana Arnaout, City Engineer; Jeffrey Lambert, Community Development Director; Scott Kolwitz, Planning and Environmental Service Manager; Chris Williamson, Planning Project Manager; Kevin Ripper, Chief Financial Officer; and Christine Williams, Senior Manager of Internal Controls.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of February 2020 as “Black History Month.”

Mayor Flynn read the proclamation and presented it to Regina Crawford, Julia Dixon, Angela Mitchell, Bruce Stewart, Le’Shune Clark, LaRita Montgomery, and Marvis Graves. Ms. Montgomery made some remarks.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from PW Robinson (death rate of the homeless), Lawrence Paul Stein (GREAT Program debt service, Parks Master Plan), George Miller (Ventura County Board of Supervisors District 5 race, City Treasurer’s administrative duties, term limits), Jack Villa (INCO primary election forum), Pat Brown (INCO primary election forum), and Al Velasquez (City Treasurer’s administrative duties).

G. REPORT OF CITY MANAGER

The City Manager made a brief remark on the Parks Master Plan and the City Treasurer. He announced a jobs website for the upcoming 2020 Census, a faith-based 2020 Census subcommittee meeting, and a community meeting to discuss the proposed Housing Navigation Center

H. CITY COUNCIL REPORTS

Councilmember Lopez expressed condolences to the families of former mayor Dr. Manuel Lopez and Officer Nathan Martin. She reported on participating in the annual point-in-time homeless count.

Councilmember Perello expressed condolences on the recent deaths of Dr. Manuel Lopez, Officer Nathan Martin, and PBS newscaster Jim Lehrer. He reported on attending recent neighborhood council meetings at Channel Islands, Oxnard Shores, and Cal-Gisler, and commented on a local restaurant.

Councilman MacDonald reported on attending a Southern California Edison Government Advisory Panel meeting, and expressed condolences to the Lopez and Martin families.

Mayor Pro Tem Ramirez expressed condolences to the Lopez and Martin families and shared details of the upcoming memorial services. She commented on the recent opening of a homeless shelter in Ventura.

Councilwoman Basua expressed condolences to the Lopez and Martin families, and announced an upcoming Ormond Beach cleanup.

Mayor Flynn introduced the Housing Director, who gave an update on efforts to address homelessness in the city.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-5 and K-6 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Pat Brown.

K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the January 15, 2020 special meeting and January 21, 2020 regular meeting as presented.

Housing Department

2. SUBJECT: CalHome Mortgage and Rehabilitation Assistance Program Funding Application.
RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 15,298** authorizing the City Manager to submit an application to the California State Department of Housing and Community Development for \$950,000 in

CalHome grant program funds to be used for first-time home-buyer assistance and owner-occupied residential rehabilitation assistance and execute a Standard Agreement with the California State Department of Housing and Community Development, if awarded funds, and any related documents necessary to participate in the CalHome program including required amendments and modifications; and

2. Authorize the Housing Director to review and approve updates and other changes from time to time to program policies and procedures for the City's existing First-Time Homebuyer and Residential Rehabilitation programs for consistency with CalHome and other regulations pertaining to these programs and the City's housing priorities.

Public Works Department

3. SUBJECT: Appropriation of Funds for Wastewater Treatment Reliability Projects.
RECOMMENDATION: That the City Council authorize an appropriation from the Wastewater Treatment Operating Fund 621 in the amount of \$451,680 to fund agreement A-7815 with AECOM Technical Services Inc. for engineering design services for projects at the Oxnard Wastewater Treatment Plant. (Public Works and Transportation Committee approved 3-0)
4. SUBJECT: Award Solicitation PW 20-32 to Summit Air Conditioning, A-8197 for On-Call HVAC Maintenance and Repair Services.
RECOMMENDATION: That the City Council approve and authorize the City Manager to execute Agreement No. A-8197 with Shawn Steinberg DBA Summit Air Conditioning in the amount not to exceed \$200,000 for a three (3) year period for on-call Heating Ventilation and Air Conditioning (HVAC) maintenance and repair services. (Public Works and Transportation Committee approved 3-0)
5. SUBJECT: Appropriate Funds for Oxnard Boulevard & Saviers Road Signal Improvements PW 19-97 (Project No. 173102).
RECOMMENDATION: That the City Council approve a budget appropriation of \$90,585 for the Oxnard Boulevard & Saviers Road Signal Improvements PW 19-97 (Project No. 173102). This amount includes \$20,475 from the fund balance of the Circulation System Improvement Fees (Fund 354) and an increase in Highway Safety Improvement Program (HSIP) grant revenue (Fund 275) of \$70,110. (Public Works and Transportation Committee approved 3-0)
6. SUBJECT: Dokken Engineering 8792-19-PW Traffic Signal Modifications Project No. 183114.
RECOMMENDATION: That City Council:
 1. Approve a budget appropriation of \$164,355 to Traffic Signal Modifications PW 19-98 (Project No. 183114). This amount includes \$14,685 from the fund balance of the Circulation System Improvement Fees (Fund 354) and an increase in Highway Safety Improvement Program (HSIP) grant revenue (Fund 275) of \$149,670; and
 2. Authorize the Mayor to execute Agreement No. 8792-19-PW in the amount of \$224,833 with Dokken Engineering for the Traffic Signal Modifications project PW 19-98 (Project No. 183114).(Public Works and Transportation Committee approved 3-0)

7. SUBJECT: Award Professional Services Agreement A-8202 with Pavement Engineering Inc. for City's Pavement Management Systems Update.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Professional Services Agreement A-8202 with Pavement Engineering Inc. (PEI) for a three year term, in an amount not to exceed \$353,275, for the Pavement Management Systems (PMS) Update. (Public Works and Transportation Committee approved 3-0)
8. SUBJECT: Purchase of Police Department Vehicles, Motorcycles, and Off-Road Vehicles.
RECOMMENDATION: That the City Council:
1. Approve and authorize the Mayor to execute six (6) Purchase Orders for a total amount of \$595,829.21, for a total of twelve (12) public safety vehicle purchases with accessories and equipment:
 - a) Seven (7) patrol vehicles for a cost of \$349,724.01 from National Auto Fleet Group;
 - b) Three (3) police motorcycles for a cost of \$94,881.54 from Long Beach BMW Motorcycles;
 - c) One (1) Ford Transit Cargo Van for a cost of \$69,321.51 from National Auto Fleet Group;
 - d) One (1) 4x4 pick-up for a cost of \$48,787.86 from National Auto Fleet Group;
 - e) Police Radios for a cost of \$12,681.29 from Telecom, Inc.;
 - f) Mobile Dispatch Computers for a cost of \$20,433.00 from PCS Mobile; and
 2. Authorize a budget appropriation of \$595,829 from 2018 Bank of America Line of Credit in the amount of \$541,893 and \$53,936 from RiverPark CFD#5 Fund 174 Fund Balance. (Public Safety Committee approved 3-0)
9. SUBJECT: Award Trade Services Agreement A-8129 to Quinn Company for Department-wide Maintenance of Generators and Heavy Equipment.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a three (3) year Trade Services Agreement A-8129 with Quinn Company for the maintenance of department generators and heavy equipment, for an amount not to exceed \$610,083.33. (Public Works and Transportation Committee approved 3-0)

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the Information/Consent items as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Perello, and Ramirez voted in favor; the motion carried 6-0.

L. PUBLIC HEARINGS

Community Development Department

1. SUBJECT: Appeal of Planning Commission Action of PZ 18-500-12, Special Use Permit Regarding Property Located at 2900 Saviers Road; Request for Continuance to Date Uncertain.
RECOMMENDATION: That the City Council continue the appeal hearing for Planning and Zoning Permit No. 18-500-12 (SUP) for property located at 2900 Saviers Road to a date uncertain.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to continue the hearing as recommended. VOTE: Basua, Flynn, Lopez, MacDonald, Perello, and Ramirez voted in favor; the motion carried 6-0.

2. SUBJECT: Rio Urbana Development Project located at 2714 East Vineyard Avenue consisting of 15,000 SF Office Building and 167 For Sale Residential Units Over Nine Individual Buildings. Filed By Rio School District and The Pacific Companies.

RECOMMENDATION: That the City Council:

1. Conduct a public hearing;
2. Adopt **Resolution No. 15,299** adopting Mitigated Negative Declaration (MND) 2017-04, authorizing proceeding with Annexation of the Parcel PZ Nos. 17-610-01 (Annexation) (subject to approval of Tax Sharing Agreement) and approving 17-620-01 (General Plan Amendment) to change the land use designation from School to Commercial General and to add the Project site to the El Rio West Neighborhood, subject to certain findings and conditions;
3. Adopt **Resolution No. 15,300** adopting PZ Nos. 17-300-03 (Tentative Subdivision Map for Tract No. 5998) and 17-535-02 (Density Bonus), subject to certain findings and conditions;
4. Introduce an Ordinance (by title only, waiving further reading) approving PZ No. 17-560-01 (Pre-Zoning) to General Commercial Planned Development (C2-PD); and
5. Authorize City staff to negotiate with the County of Ventura a Project Specific Tax Share Agreement.

The City Clerk announced the affidavit of publication and stated that one written communication had been received.

The Community Development Director introduced the Planning and Environmental Manager, who gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Kevin White and Joel Kirschenstein. Tony Talamante and Lori Summers gave a presentation on behalf of the applicant. (Councilmember Madrigal arrived during this time.) Additional public comments were received from Pat Brown. Written comments were received from Henry Macias.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council, staff, and Ms. Summers.

It was moved by Councilmember MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

M. REPORTS

Finance Department

1. SUBJECT: Corrective Action Plan Update.

RECOMMENDATION: That the City Council receives an update on progress made on the Corrective Action Plan (CAP) in response to Single Audit findings received for audits conducted on fiscal years 2015 through 2018. (Finance and Governance Committee approved 3-0)

The Chief Financial Officer and Senior Manager of Internal Controls gave a report. Discussion ensued among the Council, staff and Don Ecker of Eadie+Payne. No formal action was required.

2. SUBJECT: FY 2018-19 Comprehensive Annual Financial Report and Summary Presentation.
RECOMMENDATION: That the City Council receive and file the FY 2018-19 Comprehensive Annual Financial Report (CAFR) and receive a summary presentation presented by the City's external auditors, Eadie + Payne, LLP. (Finance and Governance Committee approved 3-0)

The Don Ecker and Eden Casareno of Eadie+Payne gave a report. Discussion ensued among the Council and Ms. Casareno. No formal action was required.

City Manager Department

3. SUBJECT: City of Oxnard Internal Audit Annual Work Plan Proposal for FY 2019/2020.
RECOMMENDATION: That the City Council ratify the Internal Auditor Annual Work Plan for FY2019/2020. (Finance and Governance Committee approved 3-0)

The Deputy City Manager and Henry Oum of Price Paige and Company gave a report. Discussion ensued among the Council and staff.

It was moved by Councilman Perello, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 8:35 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2.**

DATE: February 18, 2020

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Appointment of Councilmember Lopez to Economic Development Collaborative - Ventura County.

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint Councilmember Lopez to the Economic Development Collaborative - Ventura County (EDC-VC) Board of Directors.

BACKGROUND

On February 1, 2011, Mayor Pro Tem Ramirez was appointed as the City of Oxnard representative to the Economic Development Collaborative - Ventura County (EDC-VC) Board. The EDC-VC Board meetings are held the third Thursday of each month beginning at 3:30 p.m. at the EDC-VC Board Room, 4001 Mission Oaks Boulevard in Camarillo. Board members receive no compensation for service on the EDC-VC Board.

Mayor Pro Tem Ramirez has requested to be replaced as a member of the EDC-VC Board by Councilmember Lopez effective March 19, 2020.

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 financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

None



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3.**

DATE: February 18, 2020

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Adoption of Ordinance No. 2975 to approve PZ No. 17-560-01 (Pre-Zoning) to General Commercial Planned Development (C2-PD) for Rio Urbana Development Project located at 2714 East Vineyard Avenue consisting of 15,000 SF Office Building and 167 For Sale Residential Units Over Nine Individual Buildings. Filed By Rio School District and The Pacific Companies.

RECOMMENDATION

That the City Council approve for second reading (by title only and waive further reading) and adoption of Ordinance No. 2975 approving PZ No. 17-560-01 (Pre-Zoning) to General Commercial Planned Development (C2-PD) for Rio Urbana Development Project located at 2714 East Vineyard Avenue.

BACKGROUND

Ordinance No. 2975 was introduced to the City Council at its February 4, 2020 meeting. Following a public hearing, the Council approved the first reading of the ordinances for future adoption. If adopted by Council on February 18, 2020, the ordinance will take effect in thirty days, on March 19, 2020.

STRATEGIC PRIORITIES

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

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

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

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

Goal 2. Enhance business development throughout the City.

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

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

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

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

Goal 3. Enhance business retention and attraction.

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

FINANCIAL IMPACT

The Project will be required to pay impact fees for wastewater, water system, water service and meter, storm drain, traffic (City and County), growth capital, Quimby (park), public art, and General Plan maintenance connection and/or impact fees. A non-binding impact fee estimate, based upon current fees, is attached within the Planning Commission staff report (Attachment 2). The Applicant will reimburse the City for all LAFCo application fees and related staff and consultant costs. When completed, the Project's 167 condominium apartments and a 15,000 gsf office building will generate property taxes to the City.

COMMITTEE OUTCOME

This item was previously presented to Council during a public hearing at its February 4, 2020 meeting and was heard by the Planning Commission, therefore this item did not originate in Committee.

Prepared by: Scott Kolwitz, Planning Manager, Chris Williamson, Contract Planner

ATTACHMENTS

1. Pre-Zoning Ordinance
2. Macias Letter Rio Urbana
3. October 3, 2019 Planning Commission Staff Report (without draft resolutions or MND)

ORDINANCE NO. 2975

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PZ 17-560-01, TO PREZONE PROPERTY LOCATED AT 2714 EAST VINEYARD AVENUE (APN 145-0-232-010) TO GENERAL COMMERCIAL PLANNED DEVELOPMENT (C-2-PD). FILED BY RIO SCHOOL DISTRICT, 2500 E. VINEYARD AVE., OXNARD, CA AND THE PACIFIC COMPANIES, 430 E. STATE STREET #100, EAGLE, IDAHO.

WHEREAS, the owners of the unincorporated 10.24 acre parcel located at 2714 East Vineyard Avenue (APN 145-0-232-010) have filed Annexation Request No. PZ 17-610-01 to annex to the City of Oxnard (City), Calleguas Municipal Water District, and the Metropolitan Water District; and

WHEREAS, a 0.34 acre portion of County of Ventura public right-of-way is proposed to be included within the project area; and

WHEREAS, Annexation Request No. PZ 17-610-01 states the reasons for requesting annexation and describing the property and attaching a map thereof; and

WHEREAS, the owners have requested a concurrent pre-zoning of the property to C-2-PD (General Commercial Planned Development) consistent with the Oxnard 2030 General Plan land use designation of Commercial General; and

WHEREAS, on October 3, 2019 and November 21, 2019, the Planning Commission of the City of Oxnard held public hearings, reviewed the request, and recommended that the City Council approve the requested rezoning; and

WHEREAS, the City Council has carefully reviewed Planning Commission Resolution No. 2019-35 recommending approval of a rezoning for the subject property; and

WHEREAS, the City Council has held a public hearing and received and reviewed written and oral comments related to the proposed PZ No. 17-560-01; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the adoption of PZ No. 17-560-01 and the rezoning to C-2-PD as shown on Attachment "A" hereto; and

WHEREAS, the City Council finds the rezoning is consistent with the 2030 General Plan; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Community Development Director provided public notice of the intent of the City to adopt a Mitigated Negative Declaration (MND No. 2017-04) for the Project, the Project MND was circulated for public comment for 30 days between July 19, 2019 and August 19, 2019, and no comments were received that changed the four MND mitigations or findings; and

Ordinance No. 2975
 Rezoning
 Page 2

WHEREAS, the Planning Commission considered MND No. 2017-04, as amended at the November 21, 2019 Planning Commission, before making its recommendation herein and the MND's Mitigation Monitoring and Reporting Program is included in the MND document and incorporated by reference in this and related resolutions and permits; and

WHEREAS, Applicants agree, as a condition of adoption of this resolution at each Applicant's own expense, to indemnify, defend, and hold harmless City and its agents, officers, and employees from and against any claim, action or proceeding to attack, review, set aside, void, or annul the approval of this resolution or any proceedings, acts, or determination taken, done, or made prior thereto that were part of the approval process.

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

Part 1. PZ No. 17-560-01 (Rezoning) is approved, as shown on the map attached hereto as Attachment A and incorporated herein by reference.

Part 2. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. 2975 was first read on February 4, 2020, and finally adopted on February 18, 2020, to become effective thirty days thereafter.

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 18th day of February, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



Oxnard City Council,

Received
Oxnard City Clerk

I am writing to you in regards to the city council meeting, in which the Rio Urbana project will be discussed. To make it brief, I live in the area and I oppose this development. Here is my list of issues that I do not believe were adequately addressed in the process of submitting this proposed development to the city of Oxnard.

- Insufficient traffic routes to the 101 freeway.
- Poorly thought out traffic routes to the Collection.
- Minimal number of exits from Rio Urbana onto Vineyard Ave.
- Increased overall traffic on Vineyard Ave. from both the residents of the Rio Urbana housing and the Rio School District.
- Proposed widening of Vineyard Ave.
- Proposed widening of Vineyard Ave. in specific regards to Sycamore St.
- Lack of speed bumps, traffic lights, street lamps or sidewalks on Colonia Ave.
- Danger to the children and vehicles who make frequent stops on the school bus route along Colonia Ave.
- Lack of parking at Rio Urbana. Increased street parking overflow on Vineyard Ave.
- Suspect environmental report, which lists the developments' impact to be negligible.
- Extremely stressful impact during construction, to the already overflowing traffic on Vineyard Ave.
- Out of state developers taking local jobs.
- Bad optics of the Rio School district profiting from the development of a property that they have been happy to let deteriorate for years. With Rio School District moving out of their building, prior to city council approval of development.
- No attempt to include local businesses in planning.
- The proposed development does not match the local aesthetic of the surrounding area.
- Eminent domain issues.
- Sewer service issues.
- Sidewalk / pedestrian safety on Vineyard Ave.
- Increased crime due to high density housing.

I hope you consider these issues when you make your decision. The area residents and my family will have to live with the consequences of your decision on a daily basis.

Respectfully,

Vicente Macias

Oxnard CA, 93036

Received
Oxnard City Clerk
2020 FEB - 6 AM 8:40

**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Scott Kolwitz, Planning & Environmental Services Manager
Chris Williamson, Contract Planner

DATE: October 3, 2019

SUBJECT: Rio Urbana Development - Planning and Zoning Permit Nos. 17-610-01 (Annexation); 17-620-01 (General Plan Amendment), 17-560-01 (Pre-Zoning), 17-300-03 (Tentative Subdivision Map for Tract No. 5998), 17-500-13 (Special Use Permit – Residential), 17-500-05 (Special Use Permit - Office), 17-535-02 (Density Bonus) and Mitigated Negative Declaration (MND) No. 2017-04. Located at 2714 East Vineyard Avenue.

1) Recommendation: That the Planning Commission:

- a) Adopt a resolution recommending that the City Council adopt Mitigated Negative Declaration (MND) 2017-04 and approve Planning and Zoning Permit No. 17-610-01 (Annexation) to add the project area to Oxnard municipal boundaries within City Council District No. 2; and Planning and Zoning Permit No. 17-620-01 (General Plan Amendment) to change the land use designation from School to Commercial General, and
- b) Adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 17-560-01 (Pre-Zoning) to General Commercial Planned Development (C2-PD), and
- c) Adopt a resolution recommending that the City Council approve Planning and Zoning Permit Nos. 17-300-03 (Tentative Subdivision Map for Tract No. 5998), and 17-535-02 (Density Bonus), subject to certain findings and conditions, and
- d) Adopt a resolution Approving Planning and Zoning Permit No. 17-500-05 (Special Use Permit - Office), subject to certain findings and conditions, and
- e) Adopt a resolution Approving Planning and Zoning Permit No. 17-500-13 (Special Use Permit – Residential), subject to certain findings and conditions.

2) Project Description and Applicant: The Rio School District is requesting to:

- a) Annex a 10.24 acre parcel located at 2714 East Vineyard Avenue¹ (APN 145-0-232-010) to the City of Oxnard, amend the General Plan land use designation to General Commercial, add the project area to Oxnard municipal boundaries within City Council District No. 2;

¹ Vineyard Avenue is prefixed with “East” within Oxnard city limits and “North” in the unincorporated County. This report references the project parcel with Vineyard Avenue as the “west edge” and Rio School Lane as the “north edge.”

PZ 17-610-01 and Related Permits for Rio Urbana
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- b) Pre-zone to General Commercial-Planned Development (C-2-PD);
- c) Process a Tentative Subdivision Map (TSM) for Tract No. 5998 creating Parcels 1 and 2 and 167 condominium parcels and a common area parcel on Parcel 2 allowing for the following development through two Special Use Permits for:
 - i) a 1.12 acre “Parcel 1” with a two-story, 15,000 gsf office building with 60 standard parking spaces; and
 - ii) a 9.12 acre “Parcel 2” with 167 one- to three-bedroom attached condominiums in eight three-story structures (38 feet in height) that includes a fitness center, 17 low income deed-restricted units (10% of all units), 1,068 gsf recreation pavilion, four refuse structures, 169 resident garages, 163 surface parking spaces, 93 guest parking spaces, onsite stormwater retention and treatment facilities, on-site utilities and off-site connections, landscaping, seven play areas and a tot lot, small dog run; relocate four Southern California Edison (SCE) 66kV power poles; and widen and improve Vineyard Avenue by 23 feet along the property frontage (48,999 sf dedication). The project will maintain parking and access to abutting properties along Rio School Lane which will become a private drive aisle.
- d) Grant a Density Bonus of two percent (2%) allowing for three additional residential units, reduced parking standards, and reduction of the interior yard space development standard from 30% to 24% of the parcel area.

For the purposes of this staff report, the foregoing project description shall be referred to as “the Project.” Filed by Rio School District, 2500 E. Vineyard Ave., Oxnard, CA and The Pacific Companies, 430 E. State Street #100, Eagle, Idaho.

- 3) Existing & Surrounding Land Uses:** The project area is a rectangular, 10.24 acre, flat site located about 1,000 feet northeast of the Vineyard Avenue/101 Freeway interchange within the unincorporated El Rio community but contiguous with Oxnard city limits on two sides. The site is presently developed with five vacant former El Rio Elementary School buildings and a water well; these buildings will be demolished, the well abandoned and all vegetation removed to accommodate the project.

To the north of the site, highway-oriented commercial uses face Vineyard Avenue with single-family homes in the rear blocks. To the immediate east are an eight-acre greenhouse and agriculture uses on three parcels facing Cortez Street, a site designated in the Ventura County 2014-2021 Housing Element for affordable housing at 20 units per acre. Across Vineyard Avenue to the west of the project site are commercial uses, the West El Rio single-family community, and the RiverPark Specific Plan community. Immediately adjacent to the south of the project site is the Vallarta Market shopping center.

El Rio School Lane, located along the north side of the school parcel for the length of the parcel, is a 30-foot public right-of-way (ROW) that provides parking to several businesses and access to the rear of seven residential parcels. El Rio School Lane will be vacated as a

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public right-of-way in advance of annexation. Vineyard Avenue (State Highway 232) has four travel lanes and a raised median with left turn pockets. The Oxnard General Plan designates Vineyard Avenue as a scenic highway that requires a 30-foot setback within City limits.

The table below provides uses, City and County General Plan designations, and zoning.² Attachment A includes a regional location and vicinity map, an aerial photo of the project site and surrounding area, and an Oxnard General Plan and zoning designation map.

LOCATION	GENERAL PLAN	ZONING	LAND USE
Project Site	School (City) Urban Res. (County)	RE-20,000 (Rural Exclusive, County)	Surplus elementary school used for RSD bus storage
North	Commercial (County) Commercial General & Residential Low (City)	CPD (Commercial) RE-20,000 (County) NA	Commercial along Vineyard, El Rio residential community
South (City)	Commercial General	C-2, General Commercial	Shopping Center, Offices
East	Urban Residential (County) Residential Low (City)	RHD-20 du/ac (Residential High Density, County) NA	Greenhouses and agriculture [potential for 163 housing units, Ventura County General Plan, 2013 Land Use Appendix, Figure 3.3.7-1, page 118]
LOCATION	GENERAL PLAN	ZONING	LAND USE
West (City)	Commercial General, Residential Low Specific Plan	C-2, General Commercial R-1, Single Family Specific Plan	Commercial along Vineyard, West El Rio residential area, Riverpark Specific Plan

- 4) Background Information:** The project site was originally developed between 1949 and 1952 as the El Rio Elementary School with five one-story structures, parking, and playing fields. The school was closed in 2007 and was used by the Rio School District (RSD) for school bus parking. In part due to the lack of adequate fire-fighting water supply and pressure from the Vineyard Avenue Acres Municipal Water Company for new multi-story structures, redevelopment of the project site requires utility connections to the City of Oxnard

² Unincorporated areas within the City Sphere of Influence have Oxnard General Plan designations but would not have Oxnard zoning designations until after annexed into the City.

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which triggers annexation to obtain adequate water service. In 2015, the RSD submitted a Pre-Application to the City for 228 residential units at a density of 22 units per acre (22 % higher than the Oxnard 2030 General Plan land use designation that allows up to 18 units per acre). The City Council expressed concerns regarding adequate parking, new water supply, traffic, on-site open space, and compatibility with adjacent uses. The RSD revised the project to 182 condominium units and a two-story 15,000 sf. office building that could be used for the relocation of RSD offices and filed for annexation and project and subdivision map approvals in March 2017. In May 2019, the project was modified to the present description of 167 units to meet available water supply. Demolition plans, Tentative Subdivision Map for Tract No. 5988, and project site and building plans are included as Attachment B. Additional project details are provided in Section 6.

- 5) Environmental Determination:** The proposed legislative actions, entitlements, and subsequent development are subject to review in accordance with the California Environmental Quality Act (CEQA). Initial Study/Mitigated Negative Declaration (MND) No. 2017-04 was prepared to analyze potentially significant adverse environmental effects of the proposed discretionary actions. The MND reviewed 17 topics for which nine technical studies were prepared and included in the MND Appendices. The MND used the City of Oxnard CEQA Thresholds and/or California recommended thresholds to determine if an environmental impact was large enough to be significant. The MND found four potential significant impacts for which mitigations are identified that reduce the impacts to a less than significant level. The mitigations are a nesting bird survey (BIO-1), archaeologist monitoring of construction (CUL-2), noise reduction design elements for the residential units facing Vineyard Avenue (N-1), and construction-related noise reduction best practices (N-2). Mitigation W-1 requires the applicant to provide adequate water supply rights to the City. With these mitigations and the incorporation of a range of uniformly-applied standards and conditions of approval, there are no remaining significant impacts. The MND traffic study documented a cumulative impact on the Rose Avenue/Auto Center Drive intersection, lowering the Level of Service by year 2030 to LOS “D.” As a cumulative impact is not a project specific impact, no project specific mitigation measure is required; however, the Project is conditioned to pay a Development Impact Fee as fair-share contributions to offset the cumulative impact.³

The MND was circulated for public comment for 30 days between July 19, 2019 and August 19, 2019. Ten comment letters were received from seven agencies and three nearby residents. None of the agencies’ or public comments required changes to the project or resulted in changes to the MND mitigations or findings. The MND, agency and public comments, and

³ The recent addition of an additional right-turn lane from northbound Vineyard onto Auto Center Drive would improve the LOS back to “C” if traffic counts were re-taken and the LOS recalculated, in the opinion of the City Traffic Engineer.

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responses to comments are included as Attachment C. The MND Appendices are posted on the City's Environmental Documents web page.⁴

6) **Analysis:**

a) *Annexation:* If approved by the City Council, the project requires subsequent approvals by the:

- i) Ventura County Local Agency Formation Commission (LAFCo) (annexation),
- ii) Calleguas Municipal Water District (annexation),
- iii) Metropolitan Water District of Southern California (annexation),
- iv) Caltrans (Vineyard Avenue widening and improvements),
- v) SCE (power pole relocations),
- vi) Fox Canyon Groundwater Management Agency (permanent well-water extraction allocation transfer from RSD wells to the City in the amount needed to meet the City's water neutral policy),
- vii) The RSD will complete abandonment of the Rio School Lane ROW under a separate request to Ventura County prior to completion of the LAFCo annexation process, and
- viii) Modification of City Council District boundaries of the City of Oxnard 2018 Districting Map 635 as codified in Oxnard City Code Chapter 2, Article 1, Division 1, Appendix A.

b) *General Discussion:* The proposed development consists of the following:

- i) Site Preparation, Demolition and removal of all structures, utilities, paving, and vegetation on the entire parcel, including Rio School Lane, and abandon a well, under standard demolition procedures in compliance with applicable air quality, water quality, and hazardous material removal regulations. Existing access to adjoining El Rio properties along Rio School Lane will be maintained during demolition and during all construction to the extent feasible. Demolition materials will be recycled or hauled to an appropriate landfill in compliance with the City and/or County resource recovery regulations.
- ii) Parcel 1, construct a two-story, 15,000 gsf. office building with 60 parking spaces, one motorcycle space, loading zone, landscaping, a refuse structure, and associated utilities.
- iii) Parcel 2, construct eight, three-story, multi-family structures with a total of 167 one-

⁴ <https://www.oxnard.org/city-department/community-development/planning/environmental-documents/>

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to three-bedroom for-sale condominiums (17 affordable to low income); fitness center; recreation pavilion; landscaping throughout the complex; four refuse structures; 169 resident garages, 163 surface resident parking spaces, 93 guest parking spaces, 6 motorcycle spaces, and associated utilities.

- iv) Vineyard Avenue, construct median improvements, widen and improve by 23 ft. and dedicate to Caltrans, connect to City wastewater and water lines in Vineyard Avenue, and relocate four SCE 66kV transmission poles on Vineyard Avenue.

- c) **General Plan Consistency:** The City’s 2030 General Plan land use designation for the subject site is School. A General Plan Amendment (GPA) is proposed to change the land use designation from School (SCH) to Commercial General (CG) and Pre-zoning both parcels to General Commercial Planned Development (C2-PD). According to Section 3.5 of the 2030 General Plan, the existing SCH land use designation is reserved for “campuses of the elementary and secondary public school districts that serve Oxnard,” with a compatible zoning designation of Community Reserve (C-R)⁵. The proposed GPA and zoning will allow the property to be developed with the proposed district office and the condominium complex, which is allowable in the C2-PD zone under the R-3 development standards on approval of a Special Use Permit (Oxnard Municipal Code Section 16-136).

With approval of the pre-zoning to C-2-PD (“General Commercial Planned Development”), the project would be consistent with General Plan land use map, use designations, and standards (Goals and Policies, Sections 3.3 and 3.5). The project site is located within the City Urban Restriction Boundary (CURB) where annexation does not require voter approval (Goals and Policies, Section 3.4). The General Plan Amendment includes changing the Neighborhoods map (Goals and Policies, Figure 3-4) to include the project site in the El Rio West neighborhood.

Consistency with 2030 General Plan policies is defined by the relationship between the policies (Goals and Policies, Section 3.6 and Chapters 4 through 8, inclusive) and the proposed project. The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).
- II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).
- III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

The project’s consistency review with 2030 General Plan policies is included as Attachment D and finds the project consistent with General Plan policies.

⁵ City of Oxnard 2030 General Plan, Table 3.2

*PZ 17-610-01 and Related Permits for Rio Urbana
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- d) *Conformance with Zoning Development Standards:*** The proposed project would be developed under the “General Commercial-Planned Development” (C-2-PD) zone district. In accordance with the Oxnard Municipal Code (OMC), the proposed Parcel 1 office use and Parcel 2 residential use may each be permitted with a Special Use Permit (SUP) for Planned Development (PD), respectively. The “PD” additive designation allows approval of an increase of up to 25% in a numeric development standards. Applicable development standards of the Parcel 1 “General Commercial” (C-2) zone, Parcel 2 “Garden Apartment Zone” (R-3) zone, and Attached Dwelling Units that apply to any residential project with six or more units are compared with the proposed project and included as Attachment E, Zoning Compliance Tables. The project meets applicable development standards with application of one Density Bonus permit concession for reduction of interior yard space, three PD standards adjustments for building height, number of stories and storage space size, and administrative relief under OMC 16-651(B)(2), “Off-site parking” for distance to condominium parking spaces.

Affordable housing and the Density Bonus Permit are discussed below in Section “i.”

- e) *Tentative Tract Map:*** Tentative Map No. 5998 is requested for subdividing the 9.90 acre school district property and 0.34 acre Rio School Lane (a County of Ventura public right-of-way to be vacated prior to annexation), into two parcels, with Parcel 1 (1.12 acres) to be developed as the El Rio School District Administrative Office and Parcel 2 (9.12 acres) to be subdivided for condominium purposes for the 167 condominium units. Tract Conditions are outlined in Attachment I.
- f) *Site Design:*** The site plan follows the parcel’s rectangular shape bisected by a central drive aisle and bordered with a perimeter drive aisle. Below are site descriptions of the office building (Building 1), eight multifamily structures in building plans A, B, and C (Buildings 2 to 9), recreation pavilion and three courtyard/recreation areas (Northwest, Northeast, and Central). Project site and building plans are included as Attachment B.

PARCEL 1:

Office Building (Building 1): The two-story, 15,000 sf. office building is situated in the center of the newly created Parcel 1 with right-in/right-out access from Vineyard Avenue and a gated drive aisle connection to Parcel 2. There are 60 surface parking spaces and one motorcycle space in a parking area that wrap around the building and a loading zone. The property has a six-foot perimeter fence and parking lot gate that would be used overnight and on weekends but does not prevent using the drive aisle to access Vineyard Avenue.

*PZ 17-610-01 and Related Permits for Rio Urbana
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PARCEL 2:

Six of the eight multifamily condominium buildings are in three pairs (Buildings 2 to 7 from west to east); Building 8 is located adjacent to the office building (Building 1), and Building 9 is located in the southeast corner.

Paired Buildings 2 and 3: These two “Type C” L-shaped buildings with a total of 46 units create an interior parking court with 46 resident garages, 4 surface parking spaces and a refuse facility in the middle of the parking court. Building 2 fronts Vineyard Avenue behind the City’s required Vineyard Avenue 30 ft. scenic setback. A 1,217 sf. play lawn is located near the central drive entrance. There are 36 surface parking spaces and two motorcycle spaces along the perimeter and central driveways, for a total of 40 surface parking spaces and 2 motorcycle spaces within 62.5 feet of Buildings 2 and 3. Five additional surface spaces are located within 85 feet.

Northwest Courtyard: Between Buildings 3 and 4 is a landscaped courtyard ranging from 50 to 70 feet in width with a 3,062 sf. play lawn and an approximately 1,300 sf. trellis-covered BBQ and seating area. Most of the condominium units in Buildings 3 and 4 are oriented to the courtyard with ground-level patios or balconies (see Attachment B, Sheet L-7).

Paired Buildings 4 and 5: Building 4 (Type A) and Building 5 (Type B) with a total of 34 units create an interior parking court with 36 resident garages and a centrally-located refuse facility. A 2,025 sf. play area is located near the central drive and an attached two-story fitness center is provided for all residents. There are 32 surface parking spaces along the perimeter and central driveways within 62.5 feet of Buildings 2 and 3 (not including two spaces which are overlapped by Buildings 3 radius).

Northeast Courtyard: Between Buildings 5 and 6 is a courtyard about 50 feet in width with two play lawns (1,421 sf and 2,598 sf.), two water features, and an outdoor lounge area. Most of the condominium units in Buildings 5 and 6 are oriented to the courtyard with ground-level patios or balconies (see Attachment B, Sheet L-9).

Paired Buildings 6 and 7: Two “Type C” buildings with a total of 46 units create an interior parking court with 46 resident garages and centrally-located refuse facility with 4 adjacent surface parking spaces. An 834 sf. play lawn is located in the northeast corner. There are 58 surface parking spaces and 2 motorcycle spaces along the perimeter and central driveways, for a total of 62 surface parking spaces and 2 motorcycle spaces within 50 feet of Buildings 6 and 7 (not including two spaces which overlapping Buildings 5 radius)..

Building 8: This “Type C” building has 23 units, 23 resident garages, and 54 surface parking spaces within 62.5 feet of Building 8.

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Central Courtyard: Between Buildings 8 and 9 is the project's main recreation facility with a 3,712 sf. play area with a "rolling hill" and dry creek with bridges motif, pavilion structure, BBQ area, and tot lot with a "lawn hill with built-in slide." A refuse enclosure is located adjacent to the perimeter drive aisle that serves Buildings 8 and 9 (see Attachment B, Sheet L-10).

Building 9: This "Type B" building has 18 units has 18 resident garages, 54 surface parking spaces, and one motorcycle space. A small dog run area is located in the southeast corner along the perimeter drive aisle. There are 55 surface parking spaces and 1 motorcycle spaces along the perimeter and central driveways within 62.5 feet of Building 9.

- g) ***Circulation and Parking:*** Rio School Lane public right of way would be vacated by the County of Ventura for the project, with current access and parking for adjoining properties, maintained. Access to the Parcel 1 office building and Parcel 2 residential units will be from Vineyard Avenue. Vineyard Avenue northbound traffic would utilize any of the three drive aisle entries while Vineyard Avenue southbound traffic would only turn left into the north drive aisles and enter the south drive aisle with a U-turn. Vehicles exiting from the office or residential development would only turn right onto Vineyard Avenue. However, vehicles exiting from the office building (south) drive aisle could cross over all northbound lanes to use the left turn pocket and turn onto Sycamore Street or make a U-turn to travel south on Vineyard Avenue, towards the 101 Freeway. In the same manner, vehicles exiting from the north drive aisle (currently Rio School Lane) could cross over all northbound lanes to access the left turn pocket and make a U-turn at the Stroube Street signalized intersection to travel south on Vineyard Avenue, or turn onto Stroube Street in either direction. There would be no vehicular access to the project from the adjoining Vallarta Market shopping center parking lot. Traffic signals at Ventura Blvd. and Stroube Street have left-turn signals that that allow U-turns for project traffic.

Traffic to the Parcel 1 office building would enter and exit at the south drive aisle that enters the three office parking lots (south, east, and north). The office building's east parking lot has a sliding entrance gate that is intended to restrict access to the east and north parking lots. The south drive aisle/parking lot with 14 surface parking spaces would remain open at all times. Residential traffic to and from the 167 units on Parcel 2 would use all three drive aisles, with visitors more likely to use the central drive aisle. The total number of average daily weekday trips based on 182 units is 1,232 (107 in the a.m. peak, 121 in the p.m. peak).

The Project traffic study (Attachment C, Appendix C) examined potential project traffic impacts on 11 intersections, on Vineyard Avenue from project traffic making U-turns,

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and on Stroube Street as an alternative route to Rose Avenue and the 101 Freeway and found that project traffic would not generate significant impacts. The study also considered adding a traffic signal at Sycamore Street aligned with the project main entrance but found the signal would cause additional congestion on Vineyard Avenue from the relatively small number of vehicles that would use the signal from the project and Sycamore Street.

The project's new sidewalks and the wider shoulder will connect with the existing sidewalks to the south and north and allow residents to cross Vineyard Avenue at the Stroube Street signal. This would be the pedestrian route to the Rio Vista and Rio Del Mar schools, businesses on the north side of Vineyard Avenue, and access to southbound Gold Coast transit. The existing Gold Coast Transit Vineyard Avenue northbound bus stop is located about 350 feet from the entrance to the Parcel 1 office building.

Parking: The project qualifies for a State density bonus under Government Code Section 65915(b) and therefore is eligible for a reduction in parking ratio (in addition to the density bonus concession). The proposed project exceeds the State density bonus parking requirement. The following table compares the OMC and density bonus parking requirements within the project:

RIO URBANA CONDOMINIUMS PROJECT PARKING COMPLIANCE

		OCC Requirement (reference. only)	Density Bonus Requirement	Provided	Complies?
Resident parking					
	1 bedroom	1 enclosed space/unit (5 one-bedroom = 5 garage spaces)	1/unit = 5 surface spaces	5 garage spaces	Yes
	2 bedrooms	2 enclosed spaces/unit (115 two-bedroom = 230 garage spaces)	2/unit = 230 surface spaces	115 garage 115 surface	Yes
	3 bedrooms	2 enclosed spaces/unit (47 three-bedroom = 94 garage spaces)	2/unit = 94 surface spaces	47 garage 47 surface	Yes
Total Resident Parking		329 garage spaces	329 surface spaces	169 garage 163 surface 332 total	Yes
Visitor Parking		99 spaces	None Required	93 spaces	

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Motorcycle Parking	None Required	None Required	6 motorcycle	
Total Visitor Parking	99 spaces	None Required	99 spaces	
Total Parking	428 spaces	329 spaces	431 spaces	

Each resident will have an assigned garage in the same building as their residence and a second reserved surface parking space along one of the drive aisles. OCC Section 16-645 requires the condominium parking spaces be located within 50 feet of the condominium unit; this distance may be increased by 25%, to 62.5 feet for projects within the PD additive zone. For 5 units in Buildings 2 and 3, the walking distance to the surface parking space would exceed the 62.5 ft. by approximately 25 feet. OCC Section 16-651 allows the Commission to grant administrative relief from the parking provisions of the code, provided that replacement spaces are located within 500 feet of the use served. An administrative relief may also be granted when a requirement is excessive. Although the parking relief section of the code as written is intended to address a reduction in the number of parking spaces, an interpretation of the code section may be made that the administrative relief is appropriate to allow a distance request of an additional 25 for condominium parking, since up to 500 feet is allowable for off-site parking. Also, the requested parking distance for the five condominiums is within the 200 feet distance allowable for apartments under the same section of the code. Therefore administrative relief from this provision is included within the SUP application.

Although visitor parking is not required under the density bonus, the project provides 93 visitor parking spaces and 6 motorcycle spaces. Since visitor parking is not required, the visitor parking distance standard (OCC Section 16-645) of 100 feet for condominiums does not apply.

- h) *Building Design:*** The project has four building types and several accessory structures, as described below.

Office (Building 1): The contemporary two-story office building is rectangular with a 7,800 sf. footprint. The four walls have a regular fenestration pattern of aluminum-framed windows with vertical sun-shade louvers. The main “cut-out” entrance is in the southwest corner with an overhanging flat roof resting on two columns. Exterior materials are white and grey-painted cement plaster and stone veneer. The flat roof parapets screen the HVAC equipment and solar panel arrays, if installed at a later date.

Residential (Buildings 1-9): The three-story, multifamily, L-shaped residential building types A, B, and C share a similar basic design wherein the first floor consists of enclosed garages facing a parking court or drive aisle and four or more abutting ground floor units take access from open entry patios oriented towards courtyards or open space with front doors, principal room windows, and low-wall enclosed patios. Many of the ground floor

units also directly access a garage unit. The second and third floors take access from two or three stairwells (no elevators) and have up to eight two- and three-bedroom units entered from a single-loaded open-air walkway over the garage spaces on the ground level. Principal rooms and master bedrooms are opposite the walkway entrance, facing outward towards the courtyard or open space, and have a balcony/deck of at least 100 sf. All units have an assigned garage in the same structure with an overhanging storage area of 210 cubic feet (reduced from a 225 cubic foot requirement by applying a Planned Development additive zoning reduction of 6 per cent). Each 2 & 3 bedroom unit will also have an assigned surface parking space.

The three multifamily building types share a common contemporary design with articulated stucco walls painted in white or neutral tones (with less articulation on the interior garage façade), accent arches, regular fenestration with traditional double-hung windows, third floor open decks, and first floor and arch stone veneers. The low-hip style tile roof screens HVAC and solar panels. The components of the eight residential buildings are:

- Type A (Building 4): 16 units, 18 garages, 3 ground level units, and a two-story resident fitness center
- Type B (Buildings 5 and 9): 18 units, 18 garages, 4 ground level units.
- Type C (Buildings 2, 3, 6, 7, and 8): 23 units, 23 garages, 5 ground level units, and a third stairwell.

Accessory Structures: Pavilions, Refuse Structures, These structures mimic and complement the residential buildings with stone veneer bases on the pavilion, white stucco walls and super-structures, and wood beam trellis or enclosed roofing.

- i) ***Landscaping and Open Space:*** A 2018 arborist report and 2019 Tree Protection Plan (Sheet L-10) identified 34 live on-site trees and 63 live off-site/property line trees, most of which are Blue Gum Eucalyptus, Tamarisk, and Twisted Juniper. The arborist's valuation of the 34 trees to be removed is \$73,300 which is mitigated by increasing the box size of 249 news trees from a minimum 24 inch box size to 36 and 48 inch box sizes for a total tree up-grade valuation of \$176,275.

The proposed plant palette consists mainly of drought-tolerant species in compliance with City landscape standards and water consumption regulations. Open spaces, courtyards, play areas, and the pavilion provide a combination of passive and active resident recreation opportunities: seating, fireplace, BBQ's, water features, tot lot play equipment, "rolling hills", lawn areas, and a small fenced dog park. Drive aisles are lined by Bloodgood Plane trees, Coastal Live Oak, California Sycamore and Fruitless Olive in a traditional street-tree format. Accent plants include native grasses, manzanita, citrus trees, Bougainvillea, Agave, and other plants commonly found in recent developments.

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Outdoor lighting includes low-level bollards and “café-style” suspended linear lighting over seating areas.

Paving is accented throughout the project to de-mark pedestrian crossings, entrances, and courtyards and throughout the pavilion recreation feature.

- j) ***Affordable Housing and Density Bonus:*** The project is subject to the City’s inclusionary Ordinance Nos. 2615, 2688, and 2721 that requires a project with 10 or more residential units to set aside 10 percent of the units as affordable to low income households as defined in California Health and Safety Code Section 50079.5. In 2019, the annual Ventura County income for a four-person low income household is between \$52,300 and \$83,700.⁶ The project complies with this requirement by designated 17 units (10% of 167 units rounded up) distributed throughout the project as low income affordable. These same 17 units qualify the project for a State density bonus under OCC Section 16-410H that requires the City approve the project with reduced parking standards, allow one development standard concession, and allow up to 20 percent additional density. The project elected to request a two percent density bonus (3 additional units). Parking is described above. The density bonus concession is used to reduce the Interior Yard Space requirement from 30 to 24 percent of the parcel area. The 17 units will be sold with an equity-sharing deed restriction that allocates a proportional share of appreciation to the City which shall be used within five years for any purpose that promotes home ownership (OCC Section 16-410(S)).
- k) ***Development Impact Fees:*** The City requires development connection and/or impact fees to be collected as part of any new development to pay a proportional share of providing public services and improvements to new development. The proposed project will be required to pay impact fees for wastewater, water system, water service and meter, storm drain, traffic (City and County), growth capital, Quimby (park), public art, and General Plan maintenance connection and/or impact fees. A non-binding impact fee estimate, based upon current fees, is attached for reference (Attachment F).
- 7) ***Development Advisory Committee:*** The Development Advisory Committee (DAC) reviewed this project on October 11, 2017 and April 4, 2018. The DAC process led to changes in the project reflected in the attached plans (dated May 2, 2019), including a reduction in the number of units. Conditions of approval are incorporated in the attached resolutions for the Tentative Subdivision Map (Attachment I), SUP for Parcel 1 Office Building (Attachment J), and SUP for Parcel 2 Residential community (Attachment K).
- 8) ***Community Workshop and Public Input:*** In early June 2018, the applicant mailed notices of the Community Workshop meeting to all property owners within the West El Rio

⁶ http://www.ahacv.org/income_limits.shtml

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Neighborhood and the project was presented at the June 18, 2018 Community Workshop. A separate outreach to the El Rio/Del Norte Municipal Advisory Council (MAC) was required and completed on June 21, 2018. Members of the public and the MAC raised questions regarding U-turns on Vineyard Avenue, adequate parking, water supply and utilities, students needing to cross Vineyard Avenue, and the need for annexation.

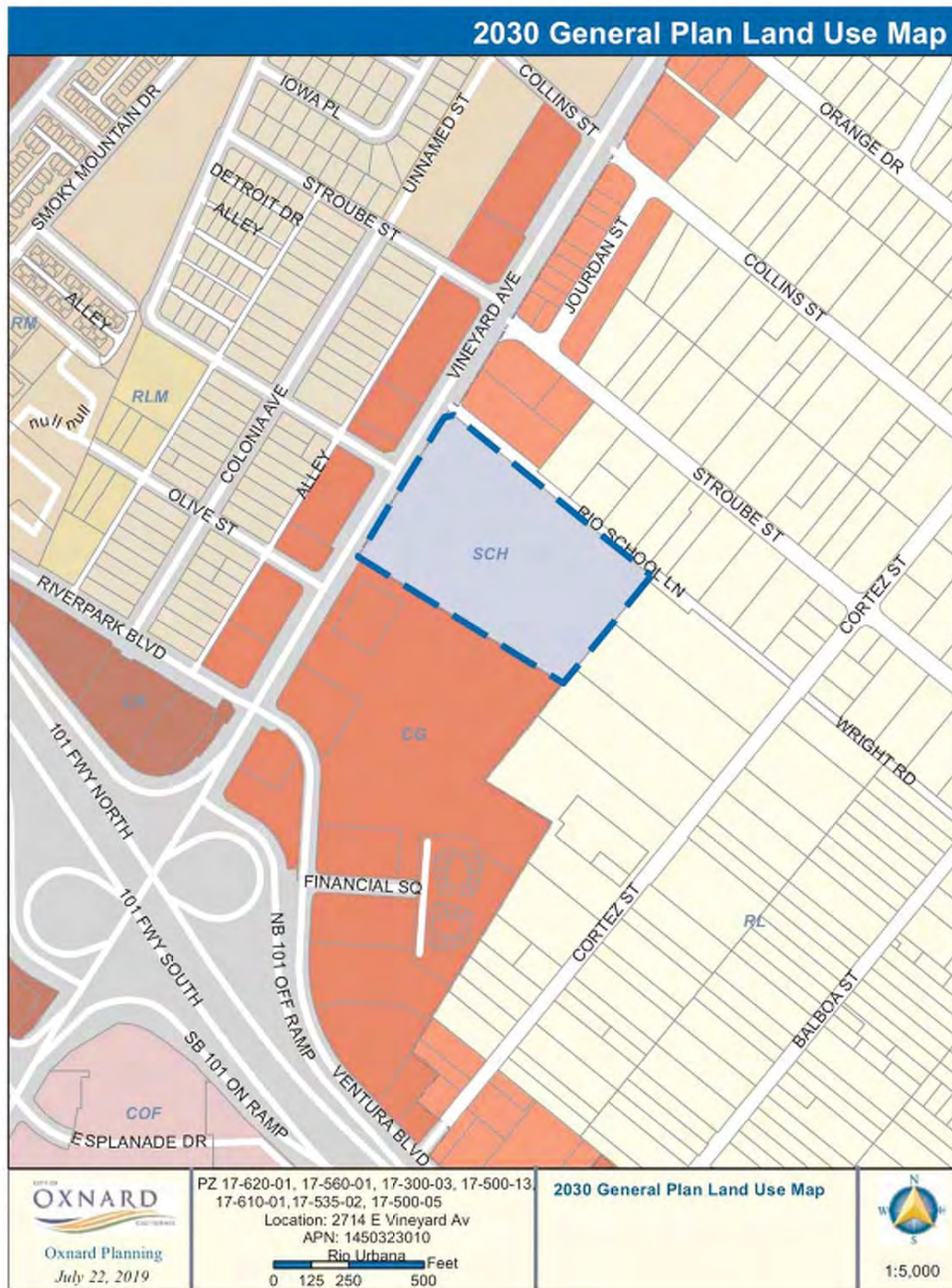
- 9) Appeal Procedure:** The requested actions for the Annexation, General Plan Amendment, Pre-Zoning, and Tentative Subdivision Map are recommendations to the City Council in accordance with Oxnard Municipal Code Sections 16-581 (Change of Boundaries and Uses), 15-40 (Subdivisions). In accordance with Oxnard City Code Section 16-544, the Planning Commission's action on Special Use Permits for the office and condominium developments may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period. All aspects of this project shall not become effective unless and until the City Council approves the General Plan Amendment, Pre-Zoning, and Tentative Subdivision Map and LAFCo approves the Annexation.

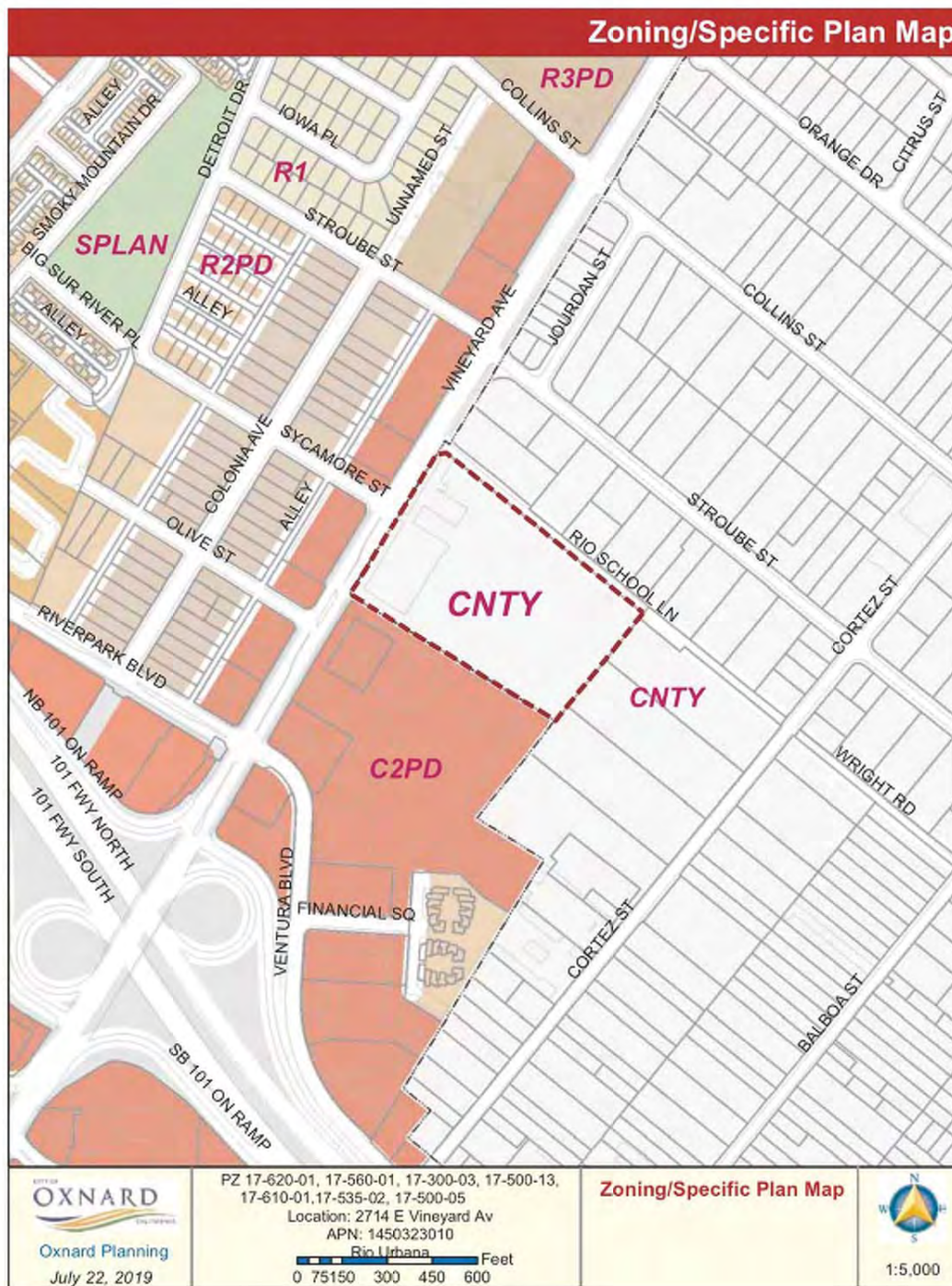
Attachments:

- A. Vicinity, General Plan, and Zoning Maps and Aerial Photo
- B. Reduced Demolition, Tentative Subdivision Map No. 5998, and Project Plans
- C. Final IS/MND 2017-04 (separate document) including public comments and response to comments
- D. General Plan Consistency Analysis
- E. Zoning Compliance Tables (C-2-PD, R-3-PD, Attached Dwelling Unit Standards)
- F. Estimated Development Impact Fees
- G. Resolution (Annexation and General Plan Amendment)
- H. Resolution (Pre-Zoning Ordinance)
- I. Resolution (Tentative Subdivision Map and Density Bonus)
- J. Resolution (Special Use Permit – Office)
- K. Resolution (Special Use Permit - Residential)

ATTACHMENT A





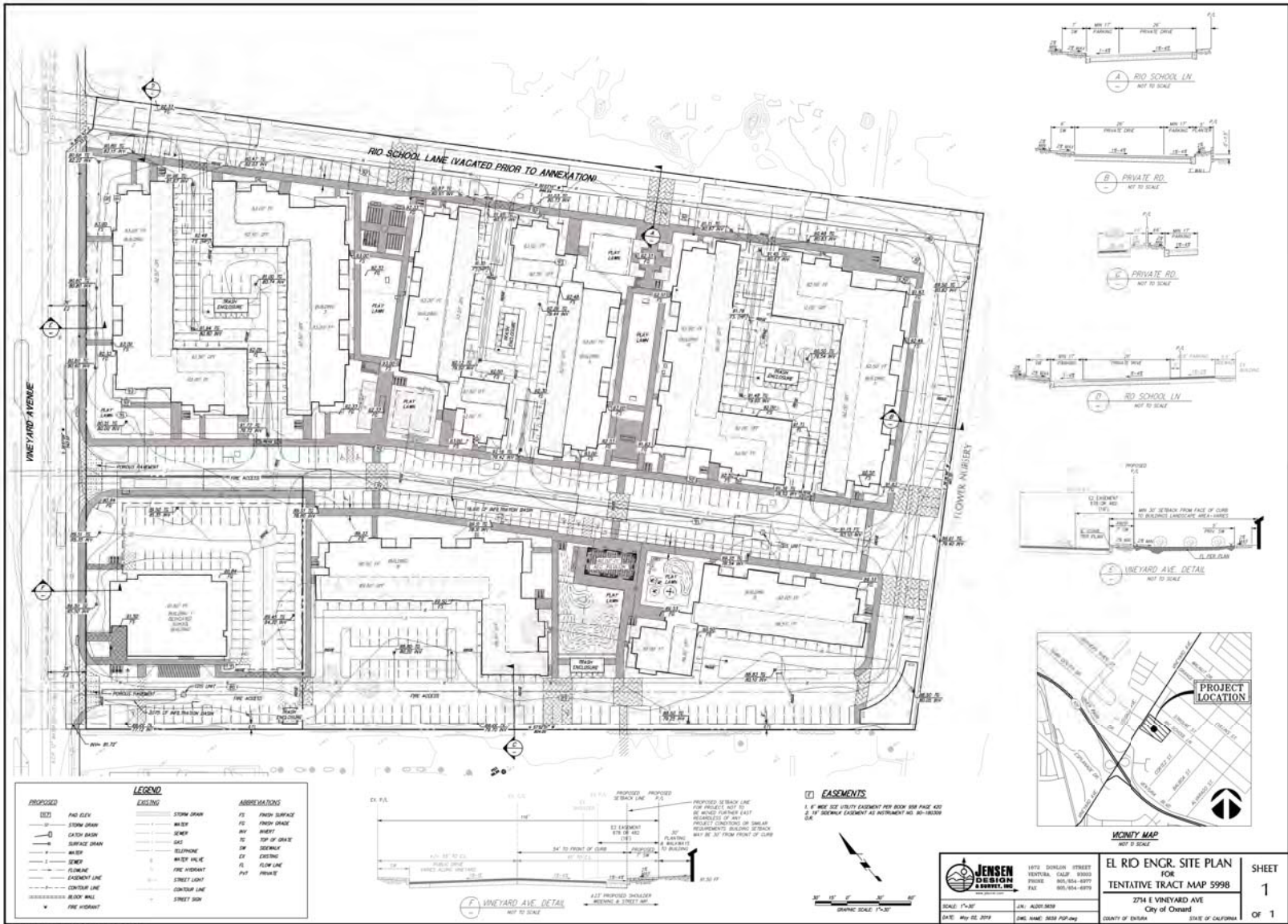




ATTACHMENT B

Reduced Tentative Subdivision Map for Tract No. 5998

Reduced Project Plans

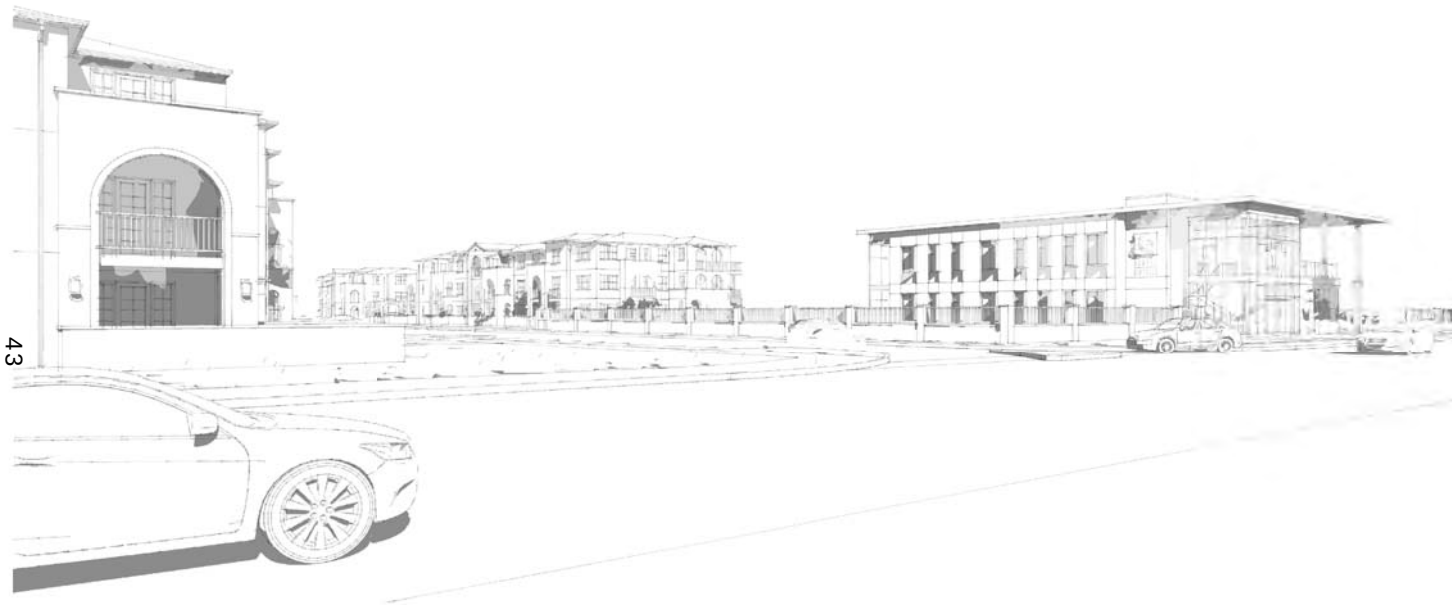


RIO URBANA COMMUNITY

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Project Number 160587



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CIVIL ENGINEER:



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VICINITY MAP

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ITEM #K-3



1 EXISTING SITE - EAST VINEYARD AVE.

DATE TAKEN - 12/12/2016



2 EXISTING SITE - END OF RIO SCHOOL LN.



3 EXISTING SITE - NORTH RIO SCHOOL LN.

DATE TAKEN - 12/12/2016



4 EXISTING SITE - SOUTH RIO SCHOOL LN.



DATE TAKEN - 12/12/2016



5 EXISTING SITE - E. VINEYARD AVE.
INSIDE THE SITE



6 EXISTING SITE - S. ALLEY/ PARKING

DATE TAKEN - 12/12/2016



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EXISTING SITE CONTEXT

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7 SITE ADJACANT- EAST VINEYARD AVE. - NORTH OF SITE

DATE TAKEN - 12/12/2016



8 SITE ADJACANT- EAST VINEYARD AVE.. - SOUTH OF SITE

DATE TAKEN - 12/12/2016



9 SITE ADJACANT- WEST VINEYARD AVE.. - SOUTH OF SITE

DATE TAKEN - 12/12/2016



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EXISTING SITE CONTEXT

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10 SITE ADJACANT- WEST VINEYARD AVE. - ACROSS SITE

DATE TAKEN - 12/12/2016



11 SITE ADJACANT- WEST VINEYARD AVE. - NORTH OF SITE

DATE TAKEN - 12/12/2016



12 SITE ADJACANT- WEST VINEYARD AVE. - NORTH OF SITE

DATE TAKEN - 12/12/2016



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EXISTING SITE CONTEXT

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Site Information	Parcel 1 - With Office Building	Parcel 2 - With Residential Buildings
Assessor Parcel Nos	145-0-231-015	145-0-231-015
Lot Area (sf after R.O.W. dedication)	48,999	397,227
Lot Area (acres)	1.12	9.12
Zoning - Existing	Unincorporated	Unincorporated
Zoning - Proposed	C-2-PD	C-2-PD
Use - Existing	School Storage	School Storage
Use - Proposed	Office	Multi-Family Residential
General Plan Land Use Designation - Existing	SCH - School	SCH - School
General Plan Land Use Designation - Proposed	CG - Commercial General	CG - Commercial General
Council District	N/A	N/A
Coastal Zone	N/A	N/A
Airport Hazard	N/A	N/A
Summary of Development Standards		
Commercial Use	OMC 16-131 PERMITTED USES (A) The following uses are permitted in the C-2 General Commercial Zone (1) Any use permitted in the C-O and C-1 zones	
Commercial Floor Area Ratio (Allowed)	.35:1	
Net Lot Area	48,999	
Base FAR	17,150	
Residential Use	OMC 16-136 RELATED USES (A) The following uses are permitted only on approval of a special use permit (2) The permitted and related uses in the R-3 zone	
Lot Area	397,227	
Minimum Lot Area Per Dwelling Unit Per Zoning (C-2)	600	
Maximum Units	662.05	
Maximum Units w/ Max. Affordable Density Bonus	894	
Minimum Lot Area Per Dwelling Unit Per R3 (for reference)	2400	
Maximum Units	166	
Maximum Units w/ Max. Affordable Density Bonus	223	
Maximum Density Per General Plan	18 du/acre	
Acres	9.12	
Maximum Units	164	
Maximum Units w/ Max. Affordable Density Bonus	222	
Height	C-2: 2 stories, 35' or SUP	C-2: 2 stories, 35' or SUP
Required Yards	Commercial	Residential
Front	10'	20'
Side	5' (0' adjacent to Commercial Zone)	5' for 1-2 stories, 7.5' for 2.5 stories
Rear	15'	25'
Open Area	N/A	Projects having 12 or more units - at least one area with not less than 2,500 sqft and min. dimension of 35'
R3 Interior Yard Space (for reference)	N/A	30% of lot area
Parking Spaces Required	Base Zoning	Base Zoning
studio - 1 bedroom		1 garage space per unit
2-3 bedrooms		2 garage spaces per unit
		1 space per unit up to 30; 5 spaces per unit 31 and over; Visitor space must be striped "Visitors Only"
Guest	1 per 250 sqft	
Commercial	1 for uses with over 25 spaces	
Commercial Motorcycle		
Standard Parking Stall	9'X19'	
Motorcycle Parking Stall	4.5'X7'	
Bike Parking Racks		
Residential, long-term		N/A; 0 in B&PMP
Residential, short-term		N/A per zoning; .05 per bedroom in B&PMP
Commercial, long-term	N/A - Only applies to office over 100,000 sqft; 2 locker spaces per 10,000 N/A per zoning; 8 spaces per 10,000 square feet in B&PMP	
Commercial, short-term	2.5'X10'	
Bike Parking Stall	0.15,000; 1,15,001-100,000; 2	
Loading Required	12'X40 and 14' clear high	
Loading Space	N/A	
Trash Service	Internal Building or Enclosure	
	1 bin per 12 units, min. 1 recycling bin per enclosure	

Project Tables

Buildings

	Use	Stories	Height	Aff. Units	Market Units	Total Units	Sqft
Building 1	Office	2	35'	0	0	0	15,000
Accessory Office	Refuse	1	12'	0	0	0	158
Building 2 (Type C)	Residential	3 (SUP)	38' (SUP)	3	20	23	42,357
Building 3 (Type C)	Residential	3 (SUP)	38' (SUP)	2	21	23	42,357
Building 4 (Type A)	Residential	3 (SUP)	38' (SUP)	2	14	16	33,963
Building 5 (Type B)	Residential	3 (SUP)	38' (SUP)	2	16	18	33,963
Building 6 (Type C)	Residential	3 (SUP)	38' (SUP)	2	21	23	42,357
Building 7 (Type C)	Residential	3 (SUP)	38' (SUP)	2	21	23	42,357
Building 8 (Type C)	Residential	3 (SUP)	38' (SUP)	2	21	23	42,357
Building 9 (Type B)	Residential	3 (SUP)	38' (SUP)	2	16	18	33,963
Accessory Residential	Rec Pavilion	1	14'	0	0	0	1,068
(4) Accessory Residential	Refuse (424 sqft)	1	12'	0	0	0	1,696
				17	150	167	

Affordable Housing

Allowed # of Units per Zoning (C-2 - 1 per 600 sqft)	662 units
For Reference R-3 (1 per 2400 sqft)	166 units
Allowed # of Units per General Plan (18 du/acre)	164 units
49 Proposed # of Units	167 units
Proposed # of Density Bonus Units	3 units more than allowed in General Plan
Proposed % of Density Bonus (allowable 20% density bonus)	2%
Proposed # of Affordable Units	17
Proposed % Affordable Units (per base allowable)	10% Low Income Units in a Common Interest Development
# of Incentives Corresponding to provided Affordable Units	1
Proposed Incentive	Reduction in Interior Yard Space
Affordable Units are located equitably among all residential buildings per table above consisting of the following types	
1 Bed	1 unit
2 Bed	11 units
3 Bed	5 units
	17 units

Project Summary

	Parcel 1 - With Office Building	Parcel 2 - With Residential Buildings
Site		
Site Area (acres)	1.12	9.12
Site Area (sqft)	48,995	397,230
Total Units		167
Proposed Density		18.31 w/ affordable bonus
Gross Building Floor Area	15,100	316,438
Floor Area Ratio	0.31	
Building Heights	35'	35'
Stories	2	3
Units		
One Bed	0	5 3%
Two Bed	0	115 69%
Three Bed	0	47 28%
Total Units	0	167 units
Parking		
For Reference Base City - Resident	0	329
For Reference Base City - Visitor	0	98.5
For Reference Base City - Total	0	427.5
Required Affordable - Resident	0	329 surface spaces
Required Affordable - Visitor	0	0
Required Affordable - Total	0	329
Required Commercial - Office	61	0
Total Required Vehicle Parking	61	329 spaces
Provided Resident Parking		
Garage Spaces	0	169
Standard Surface Spaces	0	163
Motorcycle Spaces	0	0
Total Provided Resident Spaces	0	332
Voluntarily Provided Visitor Parking		
Standard Spaces	0	93
Motorcycle Spaces	0	6
Total Provided Visitor Spaces	0	99
Provided Commercial Parking		
Standard Spaces	60	0
Motorcycle Spaces	1	0
Total Provided Commercial Spaces	61	0
Provided Vehicle Parking	61	431 spaces
Office Loading	1	



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PROJECT OVERVIEW

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ITEM #K-3



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ARCHITECTURAL SITE PLAN

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UTILITY KEY

- ELECTRIC METERS
- TRANSFORMER
- GAS METERS
- FIRE CABINET
- BACKFLOW
- WATER METER (BELOW GRADE)



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SITE UTILITY DIAGRAM

A - 09

ITEM #K-3



OPEN SPACE

- INTERIOR YARD SPACE
- PARKING LANDSCAPE
- FRONT YARD

Land Coverage		Parcel 1 - Office	
Site Area		48,995 sqft	
Building	17%	8,333 sqft	
Paving	53%	25,957 sqft	
Open Space	30%	14,705 sqft	
Interior Yard (larger than 15'x15')	n/a	n/a	24%
Interior Yard (smaller than 15'x15')	n/a	n/a	3%
Parking Landscape	21%	10,102 sqft	
Front Yard	3%	1,582 sqft	
Landscape			
Planted / Play Area	24%	11,701 sqft	
Pedestrian	6%	3,004 sqft	

Land Coverage		Parcel 2 - Residential	
Site Area		397,230 sqft	
Building	27%	108,023 sqft	
Paving	40%	158,833 sqft	
Open Space	33%	130,374 sqft	
Interior Yard (larger than 15'x15')	24%	94,030 sqft	
Interior Yard (smaller than 15'x15')	3%	11,000 sqft	
Parking Landscape	5%	19,332 sqft	
Front Yard	2%	6,012 sqft	
Landscape			
Planted / Play Area	22%	86,565 sqft	
Pedestrian	11%	43,809 sqft	



SIGNAGE DIAGRAM

- ✱ PEDESTRIAN LEVEL OFFICE SIGNAGE
8'X3' METAL W/ BACK LIGHTING
- ✱ BUILDING LEVEL OFFICE SIGNAGE
6'X10' METAL W/ BACK LIGHTING
- ✱ HISTORIC EL RIO BELL INSET INTO
WALL W/ LIGHTING



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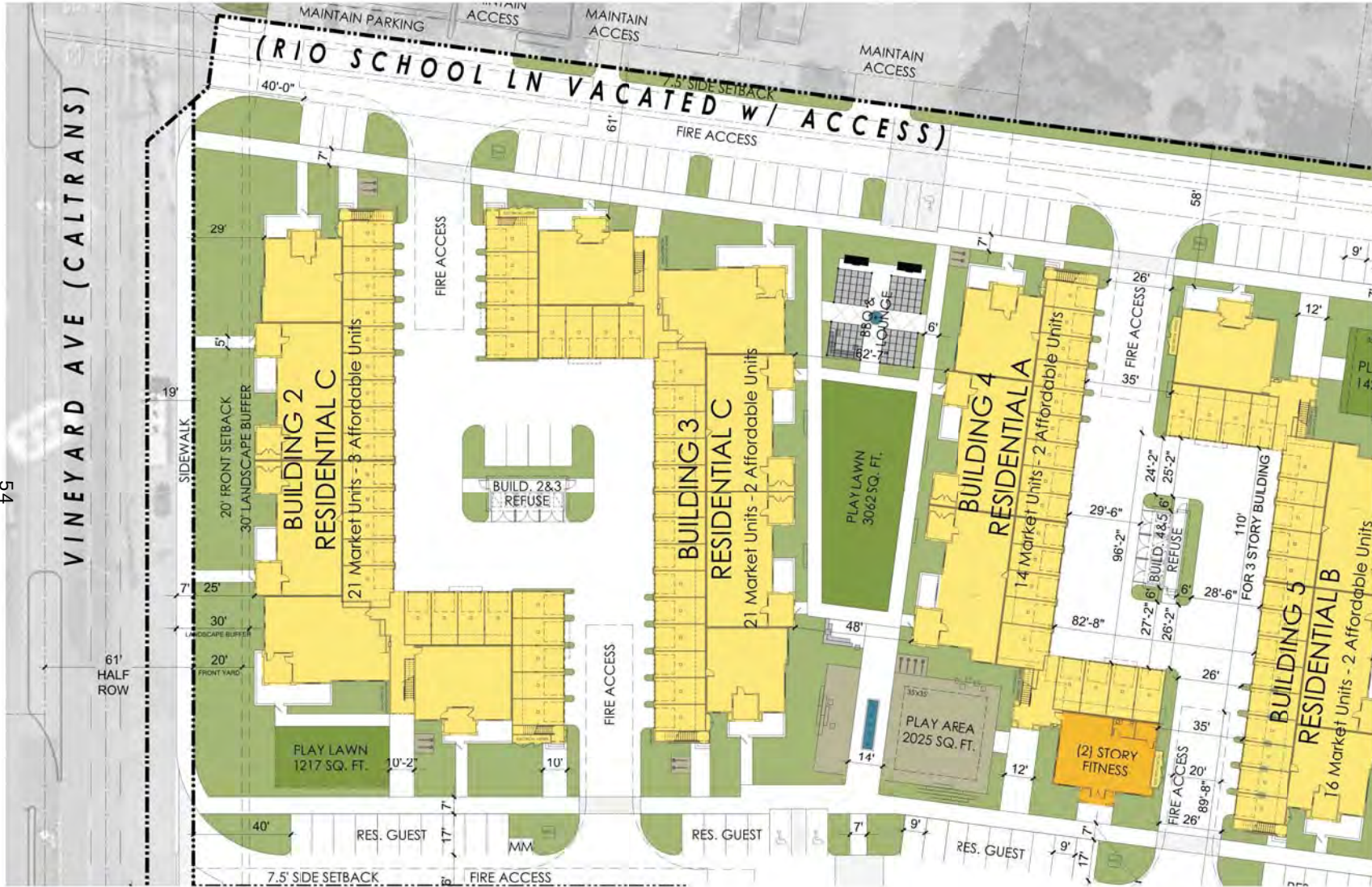
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APN: 145-0-231-015

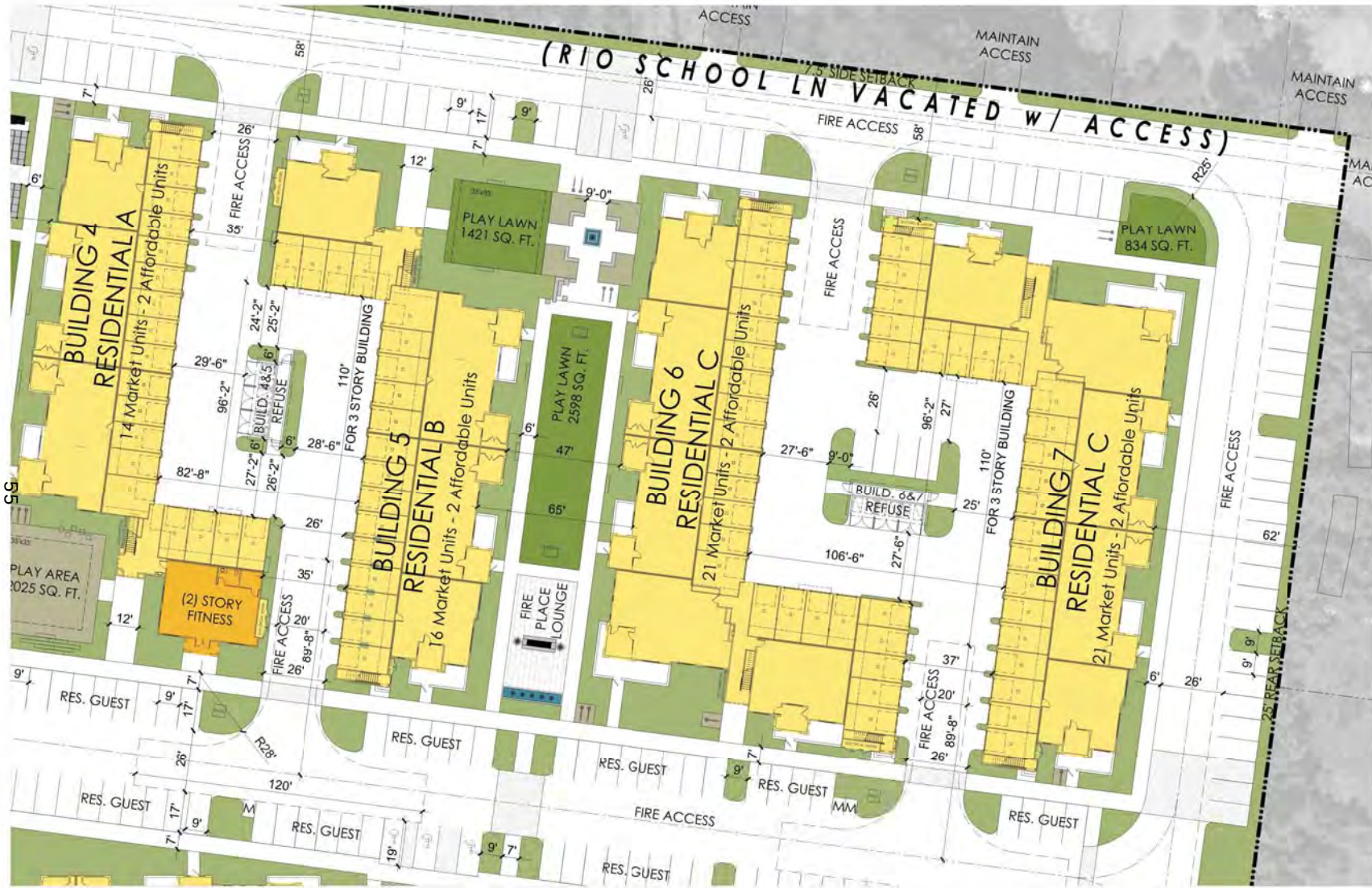
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SIGNAGE LOCATION
DIAGRAM

A - 011

ITEM #K-3





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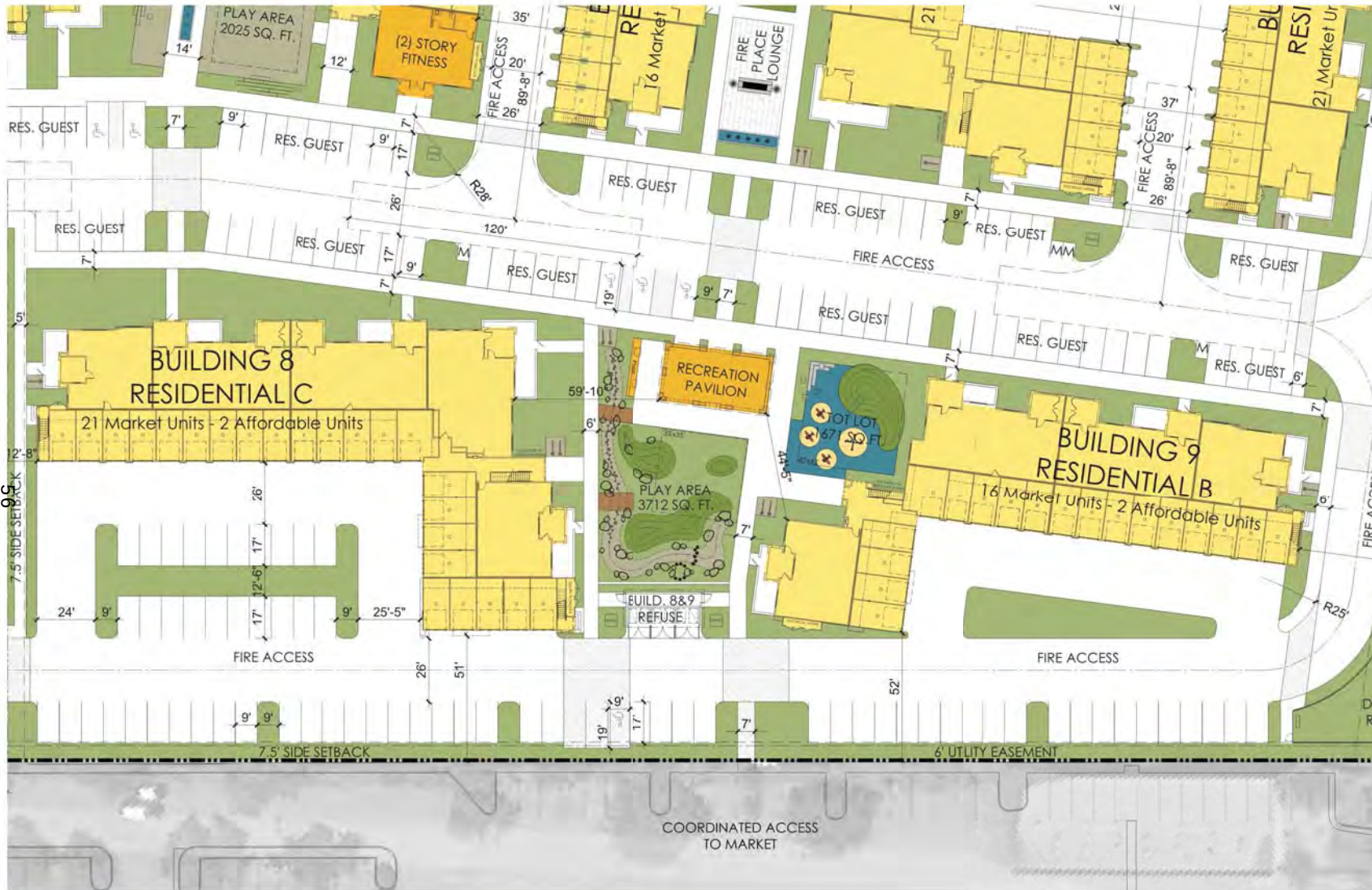
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ARCHITECTURAL SITE PLAN

A - 013

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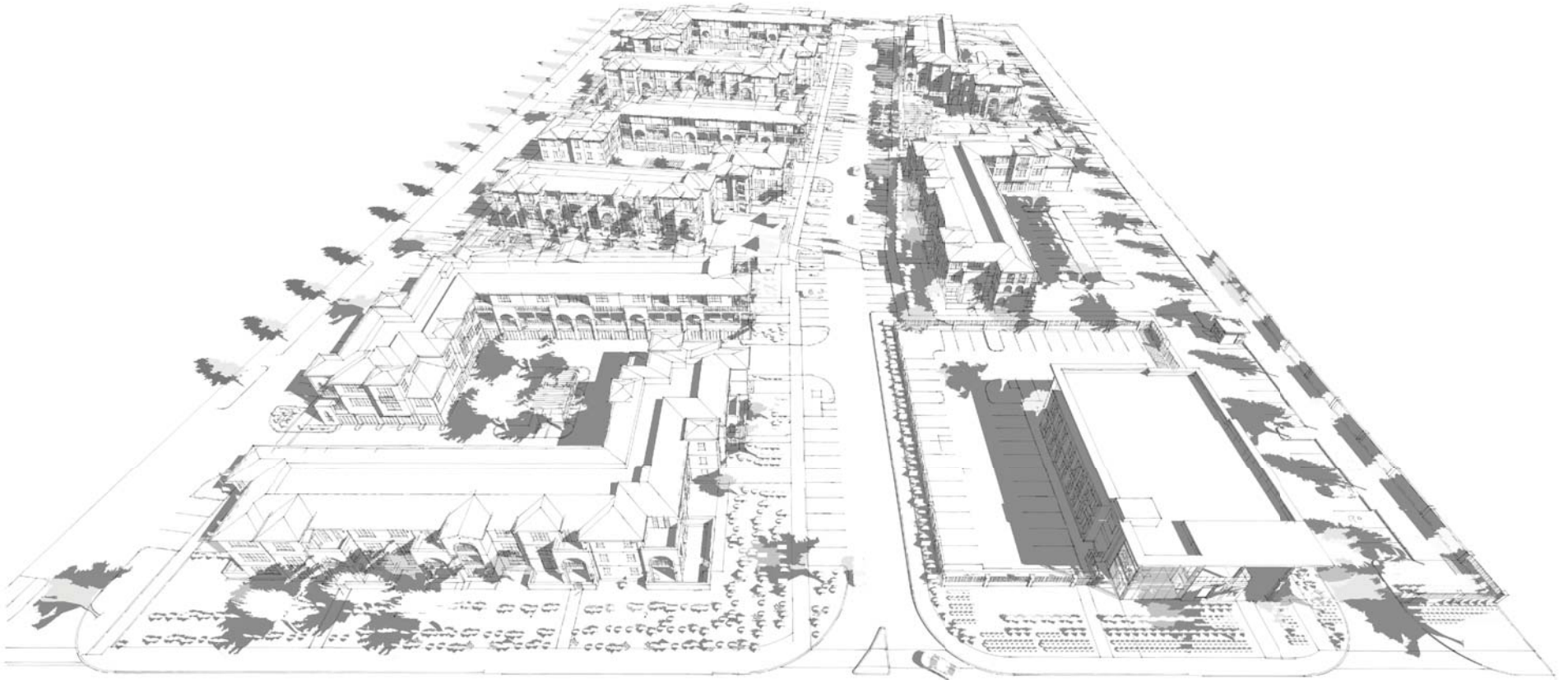
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ARCHITECTURAL SITE PLAN

A - 014

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AERIAL VIEW

A - 015

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SITE ENTRY PERSPECTIVE

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RESIDENTIAL PERSPECTIVE

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RESIDENTIAL PERSPECTIVE

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RESIDENTIAL PERSPECTIVE

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RESIDENTIAL PERSPECTIVE

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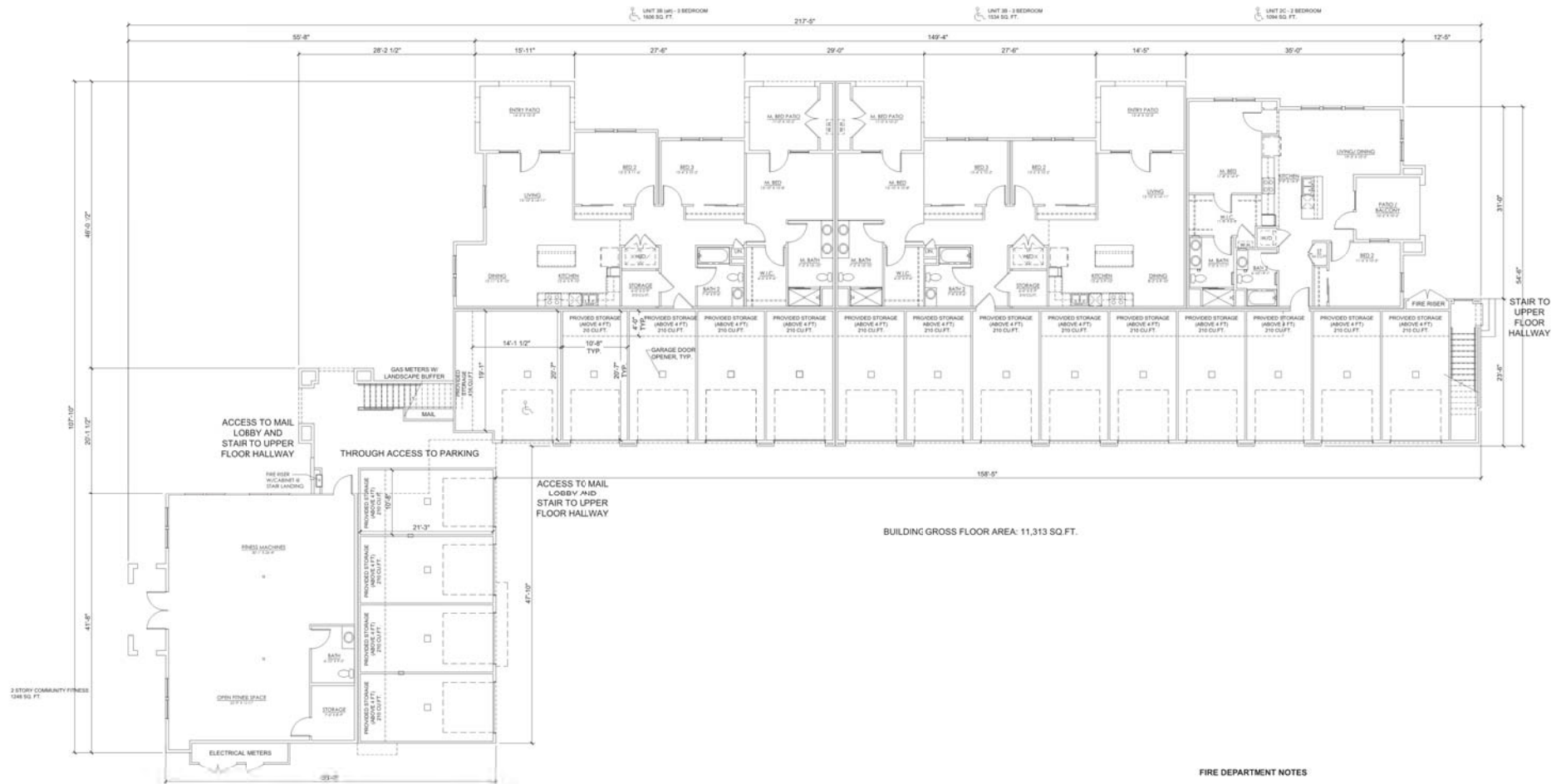
RESIDENTIAL PERSPECTIVE

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ITEM #K-3



ITEM #K-3



1. NFPA 13 FIRE SPRINKLER SYSTEM REQUIRED TO BE UNDER SEPARATE SUBMITTAL, REVIEW AND PERMIT APPROVAL.
2. FIRE ALARM SYSTEM WITH OCCUPANT NOTIFICATION PER NFPA 72 AND THE 2016 CALIFORNIA FIRE CODE REQUIRED TO BE UNDER SEPARATE SUBMITTAL, REVIEW AND PERMIT APPROVAL.
3. CLASS I WETSTANDPIPE SYSTEM IS REQUIRED AT EVERY STAIRWELL. COMBINED SPRINKLER AND STANDPIPE SYSTEM SHALL BE REQUIRED
4. PROJECT SHALL COMPLY WITH THE OXNARD FIRE DEPARTMENT GUIDE PROTECTION GUIDE REQUIREMENTS.

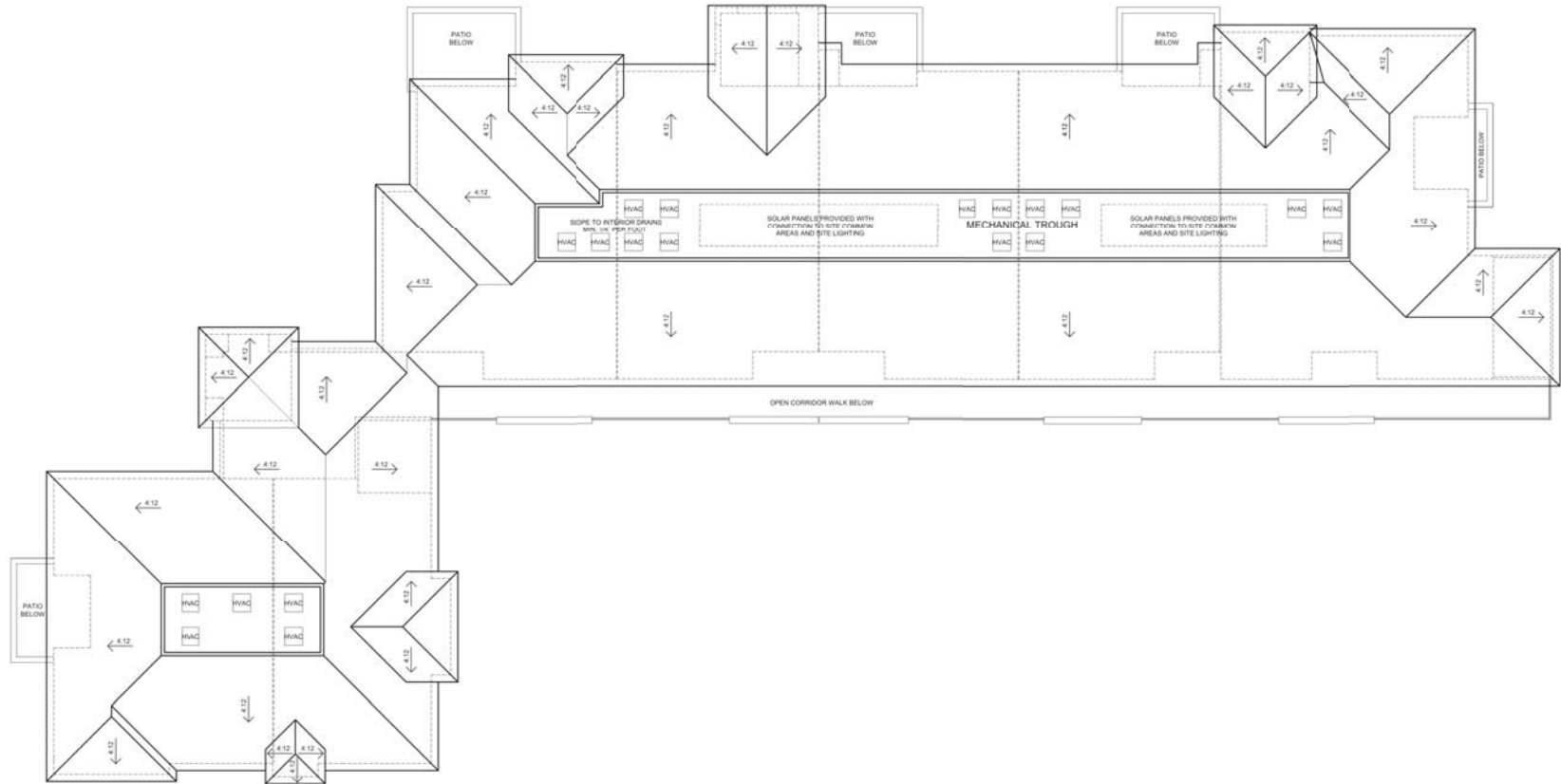
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ITEM #K-3



MATERIAL LEGEND

- EXTERIOR CEMENT PLASTER
SW7008 - ALABASTER
- STONE VENEER
OYSTER - CUT COURSE
- CLAY TILE ROOFING
BROWN GRAY RANGE

KEYNOTE LEGEND

- 1 VINYL WINDOW SYSTEM - BRONZE
- 2 ALUMINUM RAILING SYSTEM - GY7041 - VAN DYKE
- 3 EXTERIOR DOOR
- 4 METAL GUTTER
- 5 METAL DOWNSPOUT
- 6 METAL SECTIONAL GARAGE DOOR
- 7 EXTERIOR LIGHT FIXTURE
- 8 SUN SHADE LOUVERS
- 9 ALUMINUM STOREFRONT
- 10 SCREEN VINYL WINDOW SYSTEM - BRONZE



RIGHT SIDE ELEVATION



FRONT ELEVATION



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RESIDENTIAL A - ELEVATIONS

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ITEM #K-3

MATERIAL LEGEND

- EXTERIOR CEMENT PLASTER
SW7008 - ALABASTER
- STONE VENEER
MADRONA - CUT COURSE
- CLAY TILE ROOFING
BROWN GRAY RANGE

KEYNOTE LEGEND

- 1 VINYL WINDOW SYSTEM
BRONZE
- 2 ALUMINUM RAILING SYSTEM
SOUTHERN - URBANVIEW
- 3 EXTERIOR DOOR
- 4 METAL GUTTER
- 5 METAL DOWNSPOUT
- 6 METAL SECTIONAL
GARAGE DOOR
- 7 EXTERIOR LIGHT FIXTURE
- 8 SUN SHADE LOUVERS
- 9 ALUMINUM STOREFRONT
- 10 SCREEN VINYL WINDOW
SYSTEM - BRONZE



LEFT SIDE ELEVATION



REAR ELEVATION



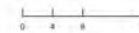
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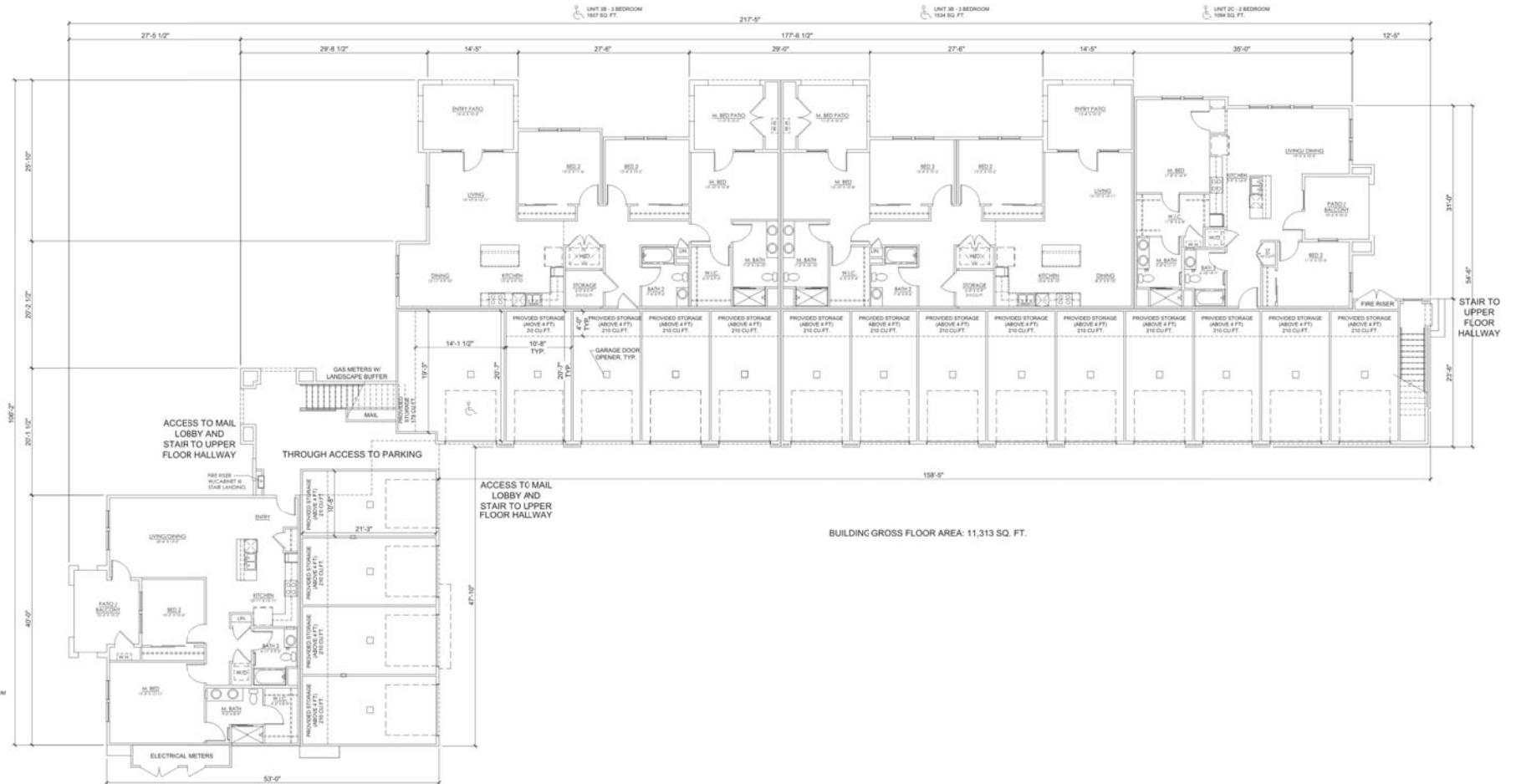
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RESIDENTIAL A - ELEVATIONS

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ITEM #K-3



FIRE DEPARTMENT NOTES

1. NFPA 13 FIRE SPRINKLER SYSTEM REQUIRED TO BE UNDER SEPARATE SUBMITTAL REVIEW AND PERMIT APPROVAL.
2. FIRE ALARM SYSTEM WITH OCCUPANT NOTIFICATION PER NFPA 72 AND THE 2016 CALIFORNIA FIRE CODE REQUIRED TO BE UNDER SEPARATE SUBMITTAL REVIEW AND PERMIT APPROVAL.
3. CLASS I WETSTANDPIPE SYSTEM IS REQUIRED AT EVERY STAIRWELL. COMBINED SPRINKLER AND STANDPIPE SYSTEM SHALL BE REQUIRED
4. PROJECT SHALL COMPLY WITH THE OXNARD FIRE DEPARTMENT FIRE PROTECTION GUIDE REQUIREMENTS.



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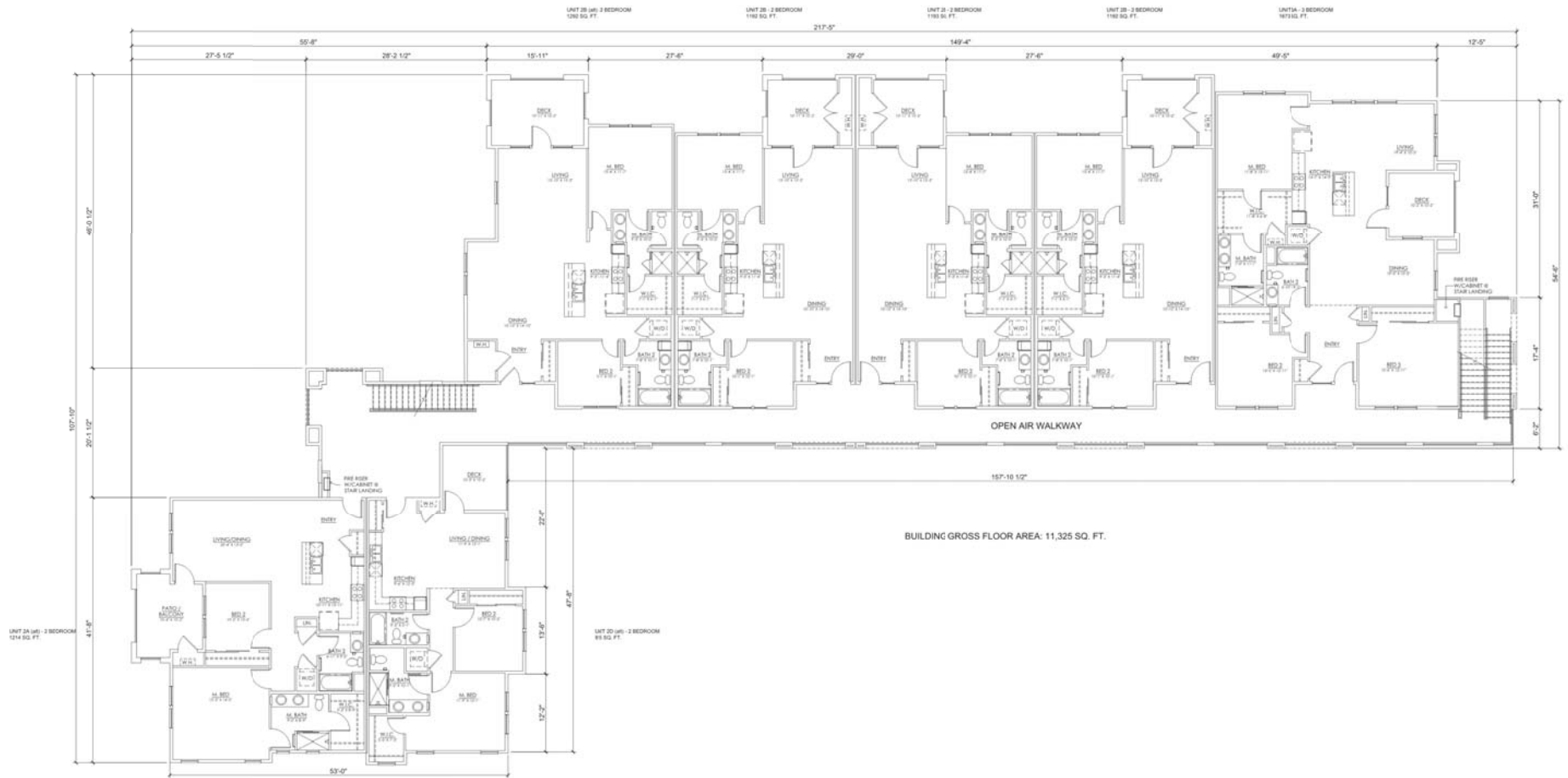
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RESIDENTIAL B - LEVEL 1

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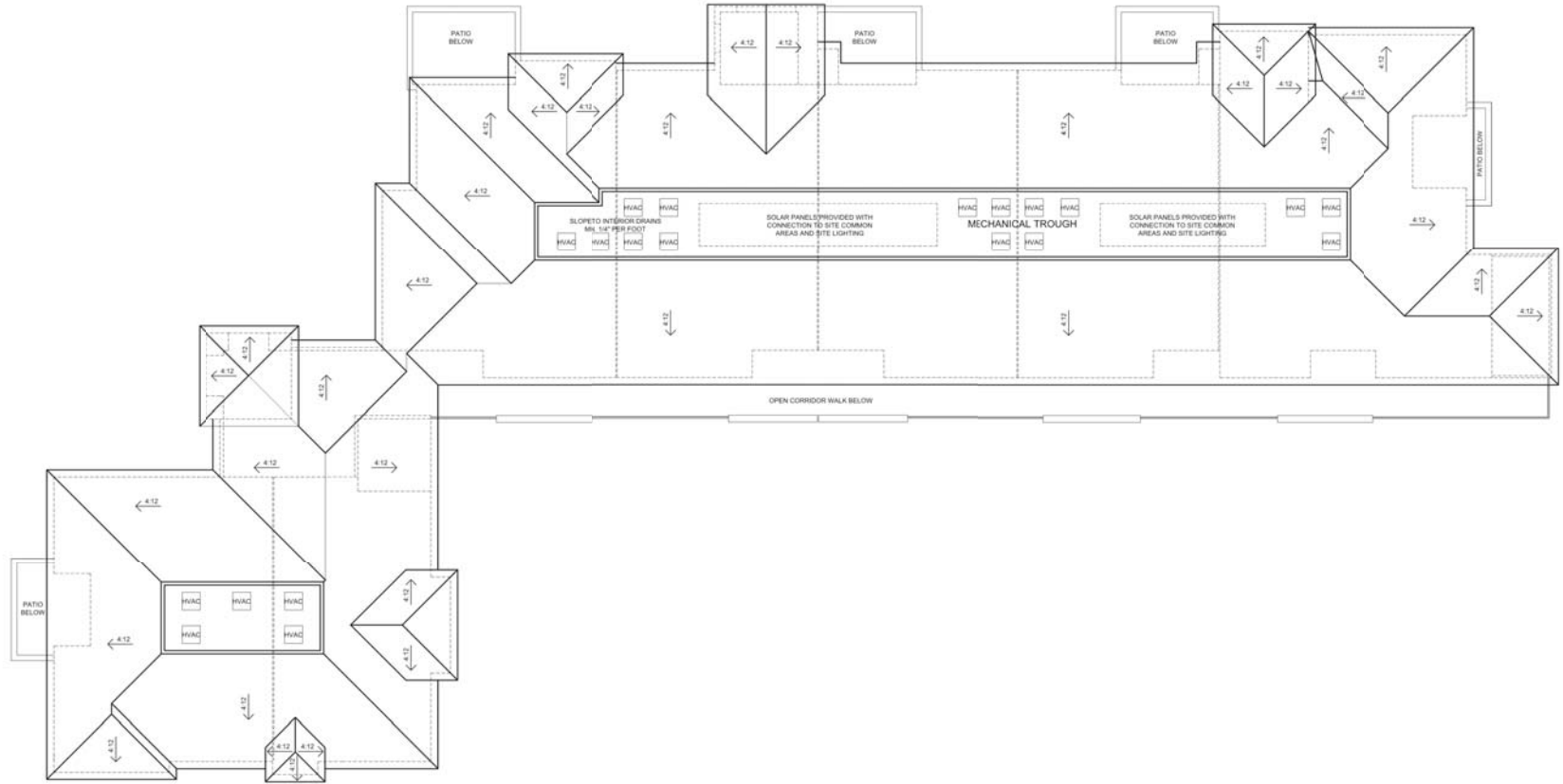


RESIDENTIAL B - LEVEL 2

A - 30

ITEM #K-3

ITEM #K-3



MATERIAL LEGEND

- EXTERIOR CEMENT PLASTER
SW7005 - ALABASTER
- STONE VENEER
OYSTER - CUT COURSE
- CLAY TILE ROOFING
BROWN GRAY RANGE

KEYNOTE LEGEND

- 1 VINYL WINDOW SYSTEM
BRONZE
- 2 ALUMINUM RAILING SYSTEM
SW7011 - VANDYKE
- 3 EXTERIOR DOOR
- 4 METAL GUTTER
- 5 METAL DOWNSPOUT
- 6 METAL SECTIONAL
GARAGE DOOR
- 7 EXTERIOR LIGHT FIXTURE
- 8 SUN SHADE LOUVERS
- 9 ALUMINUM STOREFRONT
- 10 SCREEN VINYL WINDOW
SYSTEM - BRONZE



RIGHT SIDE ELEVATION



FRONT ELEVATION



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RESIDENTIAL B - ELEVATIONS

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ITEM #K-3

MATERIAL LEGEND

- EXTERIOR CEMENT PLASTER
SW7005 - ALABASTER
- STONE VENEER
OYSTER - CUT COURSE
- CLAY TILE ROOFING
BROWN GRAY RANGE

KEYNOTE LEGEND

- VINYL WINDOW SYSTEM
BRONZE
- ALUMINUM RAILING SYSTEM
TOWN&COUNTRY
- EXTERIOR DOOR
- METAL GUTTER
- METAL DOWNSPOUT
- METAL SECTIONAL
GARAGE DOOR
- EXTERIOR LIGHT FIXTURE
- SUN SHADE LOUVERS
- ALUMINUM STOREFRONT
- SCREEN VINYL WINDOW
SYSTEM - BRONZE



LEFT SIDE ELEVATION



REAR ELEVATION



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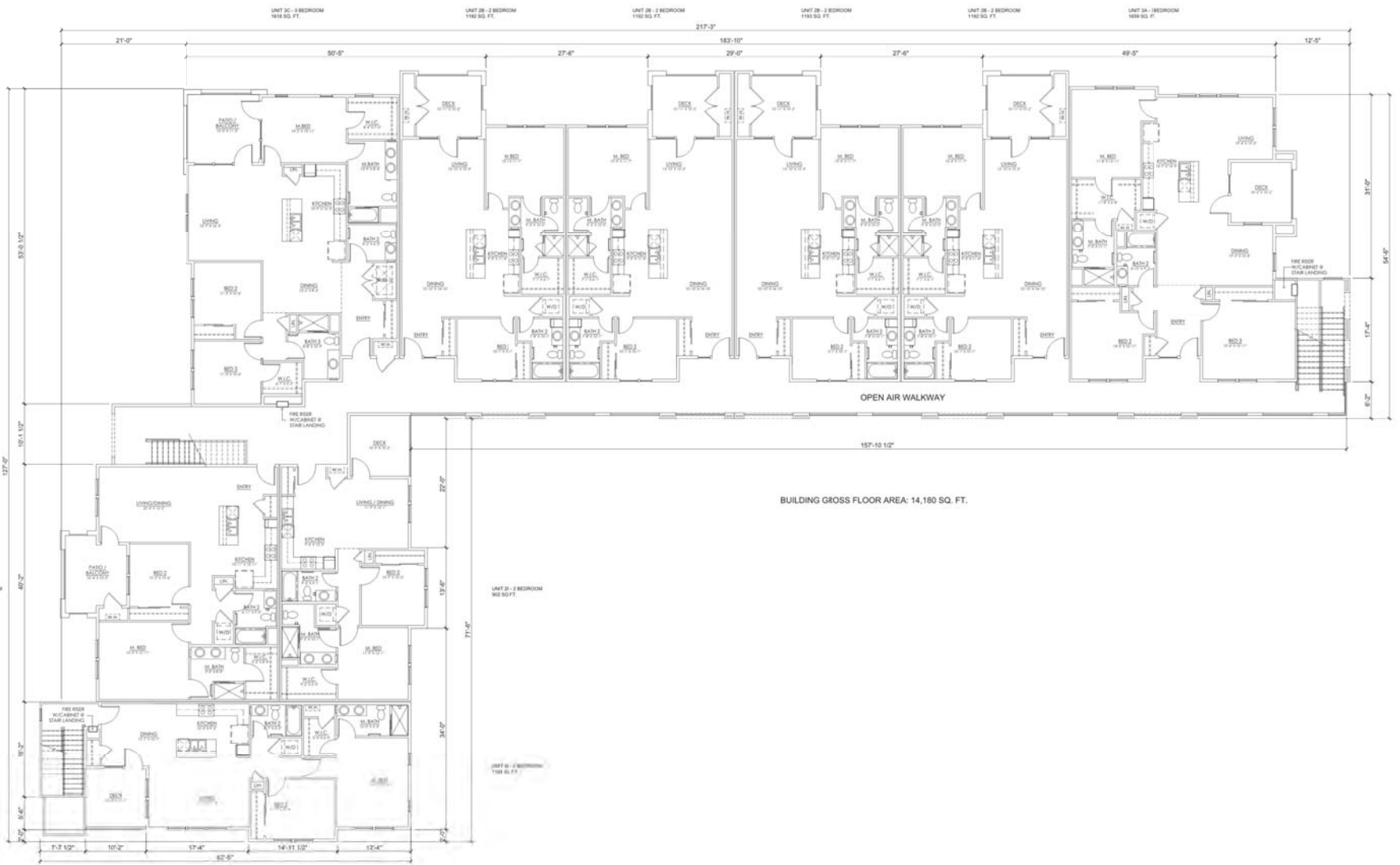
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RESIDENTIAL B - ELEVATIONS

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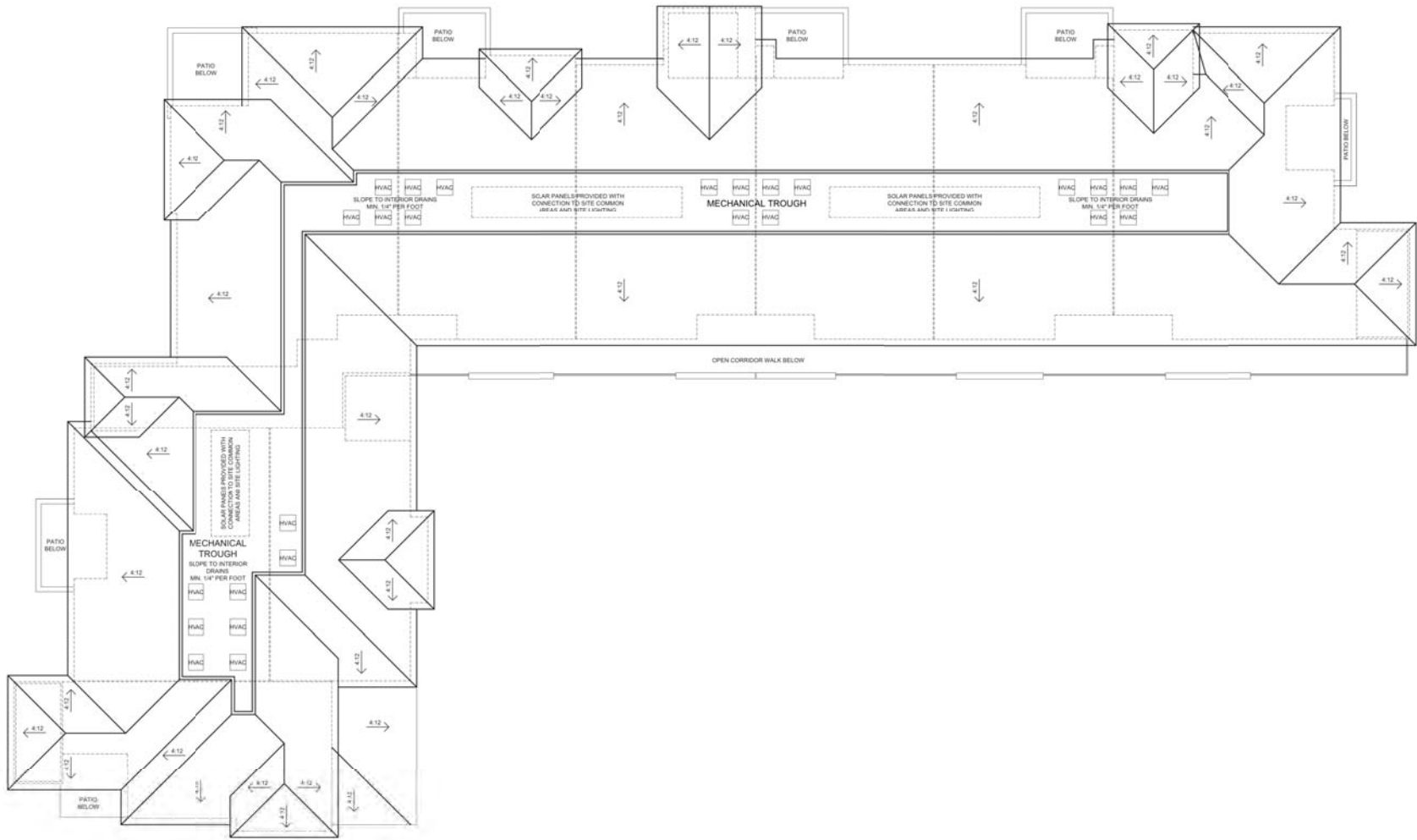
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RESIDENTIAL C - LEVEL 2

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ITEM #K-3



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RESIDENTIAL C - ROOF

A - 38

MATERIAL LEGEND

- EXTERIOR CEMENT PLASTER
SW7008 - ALABASTER
- STONE VENEER
MADRONA - CUT COURSE
- CLAY TILE ROOFING
BROWN GRAY RANGE

KEYNOTE LEGEND

- 1 VINYL WINDOW SYSTEM
BRONZE
- 2 ALUMINUM RAILING SYSTEM
GW7341 - VANDYKE
- 3 EXTERIOR DOOR
- 4 METAL GUTTER
- 5 METAL DOWNSPOUT
- 6 METAL SECTIONAL
GARAGE DOOR
- 7 EXTERIOR LIGHT FIXTURE
- 8 SUNSHADE LOUVERS
- 9 ALUMINUM STOREFRONT
- 10 SCREEN VINYL WINDOW
SYSTEM - BRONZE



RIGHT SIDE ELEVATION



FRONT ELEVATION



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RESIDENTIAL C - ELEVATIONS

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MATERIAL LEGEND

- EXTERIOR CEMENT PLASTER
SW7008 - ALABASTER
- STONE VENEER
MADRONA - CUT COURSE
- CLAY TILE ROOFING
BROWN GRAY RANGE

KEYNOTE LEGEND

- 1 VINYL WINDOW SYSTEM
BRONZE
- 2 ALUMINUM RAILING SYSTEM
SW7008 - ALABASTER
- 3 EXTERIOR DOOR
- 4 METAL GUTTER
- 5 METAL DOWNSPOUT
- 6 METAL SECTIONAL
GARAGE DOOR
- 7 EXTERIOR LIGHT FIXTURE
- 8 SUN SHADE LOUVERS
- 9 ALUMINUM STOREFRONT
- 10 SCREEN VINYL WINDOW
SYSTEM - BRONZE



LEFT SIDE ELEVATION (NORTH)



REAR ELEVATION (EAST)



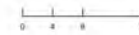
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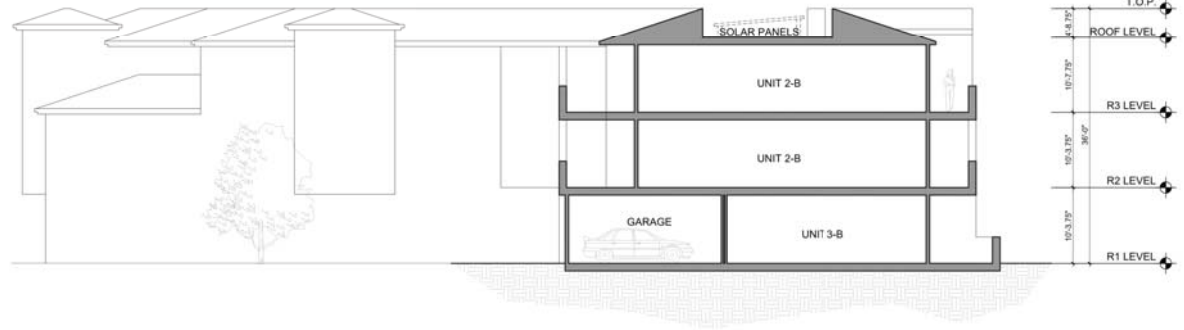
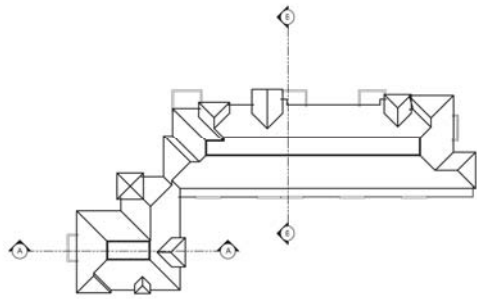
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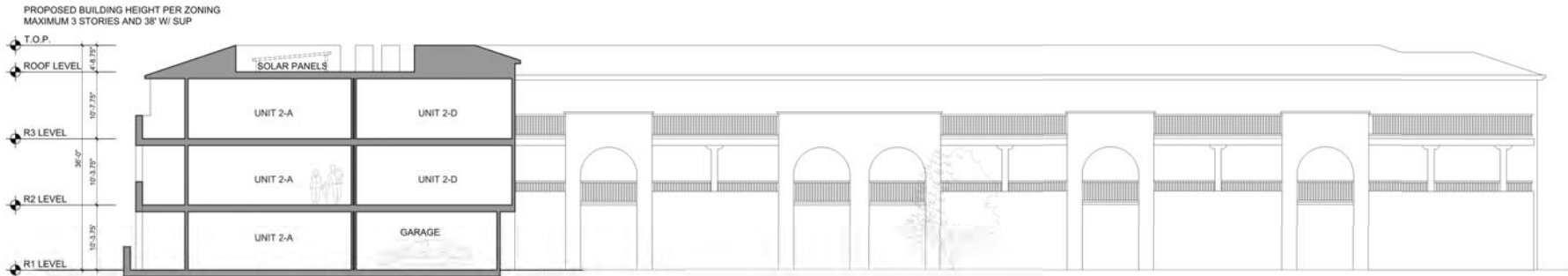
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SECTION B-B



SECTION A-A



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RESIDENTIAL - SECTIONS

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SITE SECTIONS

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ITEM #K-3



85

①
Body 1
Walls



Stucco
Smooth-Coat Finish



SW 7008
Alabaster

②
Accent 1
Doors/ Windows/
Railings



SW 7041
VanDyke

③
Accent 2
Garage



SW 7039
Virtual Taupe

④
Trim 1
Fascia / Rafter Tails /
Cobels



SW 7041
VanDyke

⑤
Trim 2
Windows/ Wall Cap



Split Edge
White Cloud

⑥
Body 2
Walls



Cst Course
Madrona

⑦
Roof



Capistrano
3687 - Brown Gray Range

⑧
Decorative 1



Meridian Sconce
305615 LED

PAINT: SHERWIN WILLIAMS

STONE: ELDORADO

ROOFING: EAGLE ROOFING LIGHTING: HUBARDTON FORGE



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RESIDENTIAL BUILDINGS A&B
MATERIALS SAMPLE BOARD

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ITEM #K-3



① Body 1 Walls  Stucco Smooth-Coat Finish		② Accent 1 Doors/ Windows/ Railings  SW 7041 VanDyke		③ Accent 2 Garage  SW 7039 Virtual Taupe		④ Trim 1 Fascia / Rafter Tails / Cobels  SW 7041 VanDyke		⑤ Trim 2 Windows/ Wall Cap  Split Edge White Cloud		⑥ Body 2 Walls  Cut Course Oyster		⑦ Roof  Capistrano 3687 - Brown Gray Range		⑧ Decorative 1  Meridian Sconce 305615 LED	
PAINT: SHERWIN WILLIAMS				STONE: ELDORADO				ROOFING: EAGLE ROOFING LIGHTING: HUBARDTON FORGE							



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REC. PERSPECTIVE

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REC. PERSPECTIVE

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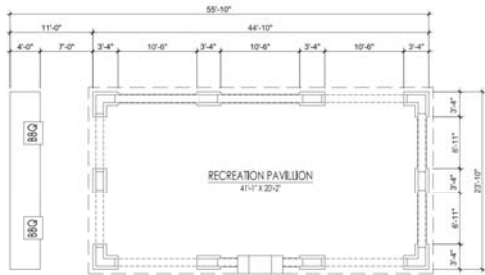
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REC. PERSPECTIVE

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REC. PLAN & ELEVATIONS

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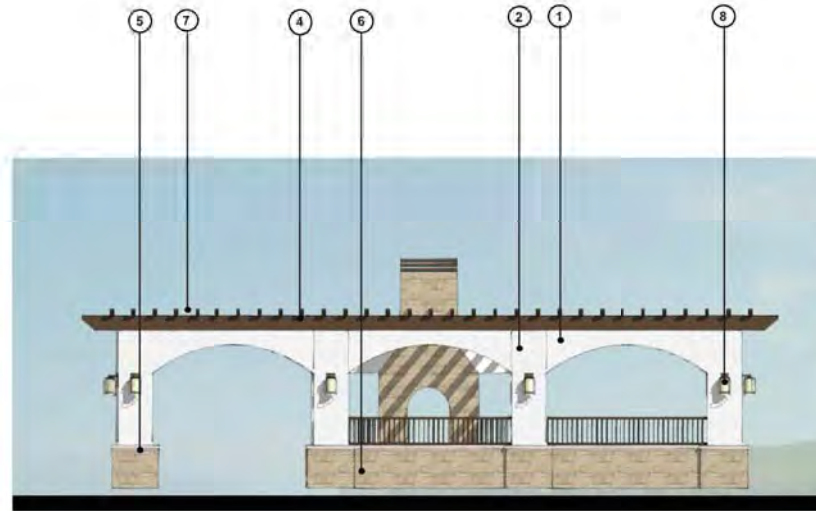


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① Body 1 Walls	② Accent 1 Doors/ Windows/ Railings	③ Accent 2 Garage	④ Trim 1 Fascia / Rafter Ends / Corbels	⑤ Trim 2 Windows/ Wall Cap	⑥ Body 2 Walls	⑦ Trim 3 Trellis	⑧ Decorative 1
Stucco Smooth-Coat Finish	SW 7008 Alabaster	SW 7041 YanDyke	SW 7039 Virtual Taupe	SW 7041 YanDyke	Split Edge White Cloud	Cut Course Oyster	SW 3532 Hill Country

PAINT: SHERWIN WILLIAMS

STONE: ELDORADO

HEAVY TIMBER



Meridian Sconce
305615 LED

LIGHTING: HUBARDTON FORGE



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MAY 2, 2019

RECREATIONAL BUILDING
MATERIALS SAMPLE BOARD

A - 49

ITEM #K-3



PERSPECTIVE

NOTE:

SOLID ROOF TO COVER ALL TRASH AND RECYCLING RECEPTACLES

FIRE SPRINKLERS TO BE PROVIDED AT UNDERSIDE OF ROOF AT TRASH AREA PER OXNARD CODE.

METAL ROOF TO MATCH TRIM 1

CHERRY STAINED WOOD ROOF STRUCTURE

GALVANIZED STEEL POSTS

PAINTED TRIM 1

PEDESTRIAN ACCESS GATE

CHERRY STAINED WOOD

20/30 SAND FINISH STUCCO PAINTED TO MATCH RESIDENTIAL ON CMU WALLS



LEFT SIDE ELEVATION



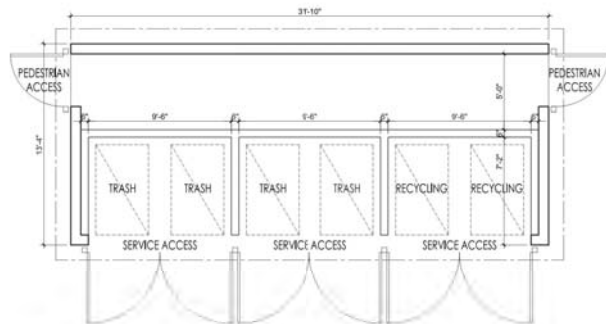
RIGHT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



MAXIMUM NUMBER OF UNITS SERVED BY ONE TRASH ENCLOSURE: 46
 REQUIRED MIN. 1 BIN PER 12 UNITS: 3.8
 PROVIDED TRASH BINS: 4
 REQUIRED MIN. 1 RECYCLING BIN PER ENCLOSURE: 1
 PROVIDED RECYCLING BINS: 2

TYPICAL TRASH & RECYCLING PLAN



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RIO URBANA COMMUNITY
 2714 East Vineyard Avenue
 Oxnard, California KTGYS 2016-0587
 APN: 145-0-231-015

DAC RESPONSE SUBMITTAL
 MAY 2, 2018



RESIDENTIAL
 TRASH & RECYCLING

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ITEM #K-3



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DAC RESPONSE SUBMITTAL
MAY 2, 2019

OFFICE PERSPECTIVE

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RIO URBANA COMMUNITY

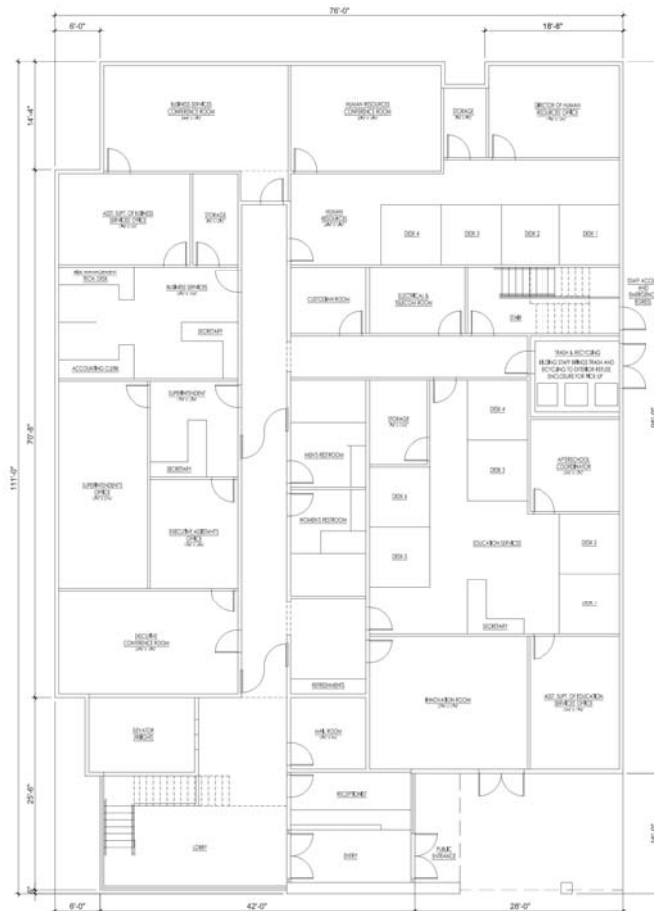
2714 East Vineyard Avenue
Oxnard, California KTGY# 2016-0587
APN: 145-0-231-015

DAC RESPONSE SUBMITTAL
MAY 2, 2019

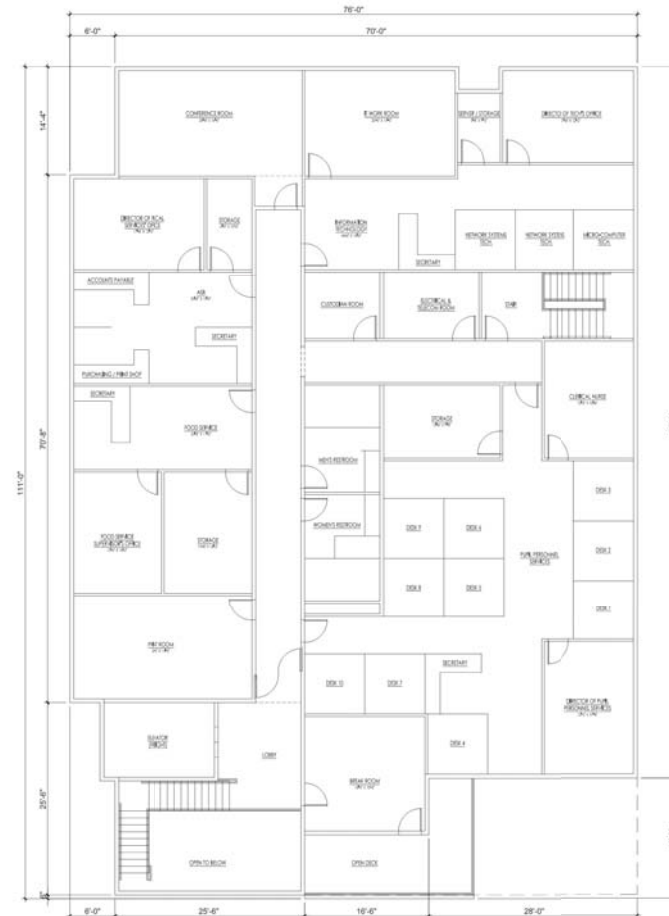
OFFICE PERSPECTIVE

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ITEM #K-3



OFFICE LEVEL 1



OFFICE LEVEL 2

TRASH & RECYCLING NOTES

1. TRASH & RECYCLING WILL BE MOVED BY BUILDING STAFF FROM INTERIOR CENTRAL COLLECTION POINT TO ON-SITE EXTERNAL OFFICE REFUSE LOCATION FOR PICK UP

FIRE DEPARTMENT NOTES

1. NFPA 13 FIRE SPRINKLER SYSTEM REQUIRED TO BE UNDER SEPARATE SUBMITTAL, REVIEW AND PERMIT APPROVAL.
2. FIRE ALARM SYSTEM WITH OCCUPANT NOTIFICATION PER NFPA 72 AND THE 2016 CALIFORNIA FIRE CODE REQUIRED TO BE UNDER SEPARATE SUBMITTAL, REVIEW AND PERMIT APPROVAL.
3. CLASS I WET STANDPIPE SYSTEM IS REQUIRED AT EVERY STAIRWELL. COMBINED SPRINKLER AND STANDPIPE SYSTEM SHALL BE REQUIRED
4. PROJECT SHALL COMPLY WITH THE OXNARD FIRE DEPARTMENT FIRE PROTECTION GUIDE REQUIREMENTS.



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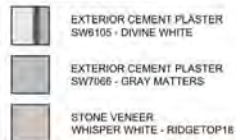
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MAY 2, 2018



OFFICE - PLANS

A - 54

MATERIAL LEGEND



KEYNOTE LEGEND

- | | | |
|---|--|---|
| 1 ALUMINUM WINDOW SYSTEM
GRIZZLE GREY FINISH | 4 EXTERIOR LIGHT FIXTURE | 7 PEDESTRIAN LEVEL OFFICE SIGNAGE
6'X3' METAL W/ BACK LIGHTING |
| 2 GLASS RAILING SYSTEM | 5 SUN SHADE LOUVERS | 8 BUILDING LEVEL OFFICE SIGNAGE
6'X10' METAL W/ BACK LIGHTING |
| 3 EXTERIOR DOOR | 6 ALUMINUM STOREFRONT
GRIZZLE GREY FINISH | 9 HISTORIC EL RIO BELL INSET INTO
WALL W/ LIGHTING |



REAR ELEVATION (EAST)



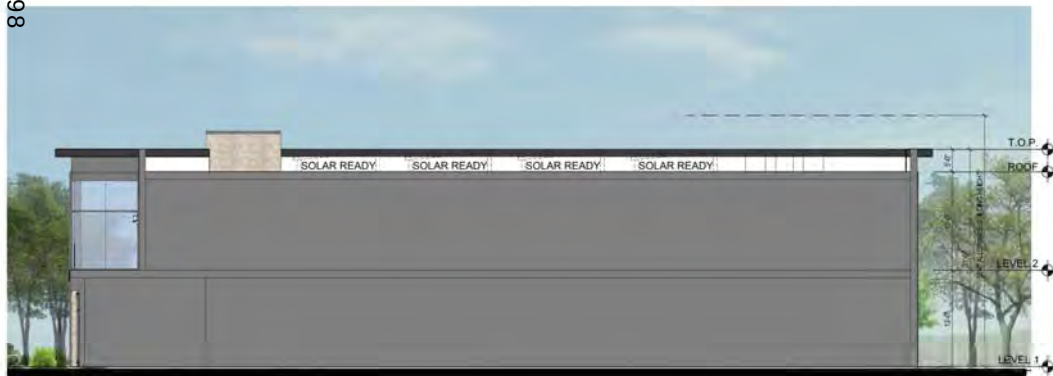
RIGHT SIDE ELEVATION (SOUTH)



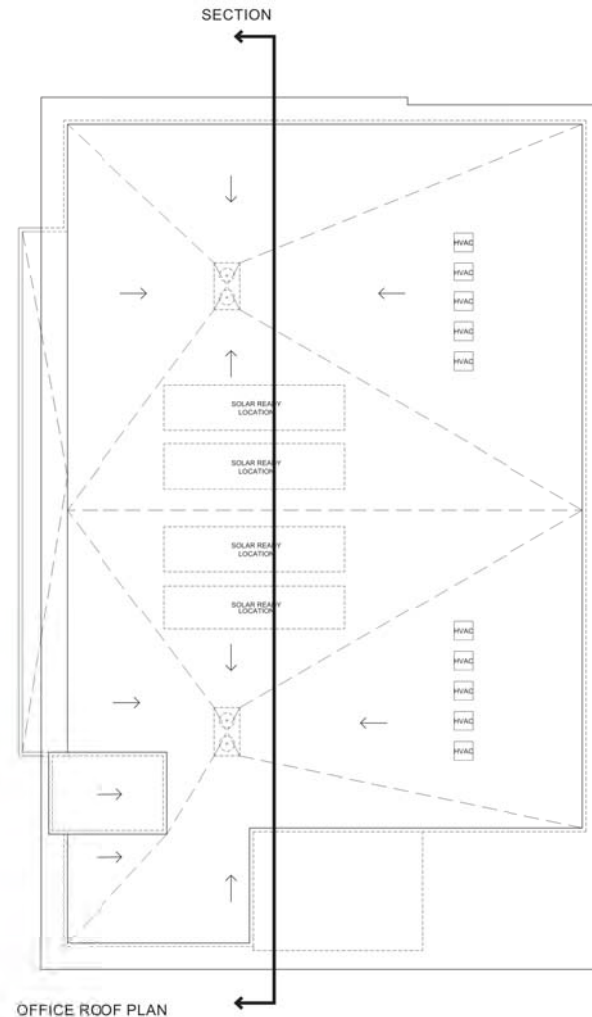
FRONT ELEVATION (WEST)



LEFT SIDE ELEVATION (NORTH)



OFFICE BUILDING SECTION



OFFICE ROOF PLAN



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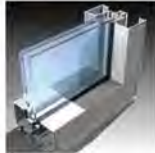
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MAY 2, 2018

OFFICE - ROOF PLAN AND SECTION

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ITEM #K-3



①	②	③	④	⑤	⑥	⑦	⑧	⑨	⑩
Body 1 Walls	Accent 1 Under Windows	Accent 2 Walls	Accent 3 Sun Shading/ Columns	Trim 1 Windows / Doors/ Railing Base	Accent 4 Roof Cap	Body 2 Walls	Glass Railing Balcony	Aluminum Storefront	Decorative 1
									
Stucco 20/30 Sand Finish	SW 6105 Divine White	SW 7066 Gray Matters	SW 7018 Dove Tail	SW 7068 Grizzle Gray	SW 6991 Black Magic	Ridgetop Whisper White	Tempered Glass	Trim 1 - Grizzle Gray	Vessel - Brushed Aluminum LED

PAINT: SHERWIN WILLIAMS
METAL DETAILS
METAL ROOFING
STONE: ELDORADO
LIGHTING: MODERN FORM



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MAY 2, 2018

OFFICE BUILDING
MATERIALS SAMPLE BOARD

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ITEM #K-3



PERSPECTIVE

100

NOTE:

SOLID ROOF TO COVER ALL TRASH AND RECYCLING RECEPTACLES

FIRE SPRINKLERS TO BE PROVIDED AT UNDERSIDE OF ROOF AT TRASH AREA PER OXNARD CODE

METAL ROOF TO MATCH OFFICE ROOF TRIM

GALVANIZED STEEL POSTS
PAINTED TRIM 1
PEDESTRIAN ACCESS GATE

STAINED WOOD TO MATCH OFFICE ROOF TRIM

STONE WALLS TO MATCH OFFICE BODY 2 WALLS / RIDGETOP
WHISPER WHITE ON EXTERIOR



LEFT SIDE ELEVATION



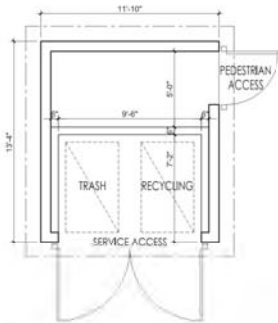
RIGHT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION



PROVIDED TRASH BINS: 1
REQUIRED MIN. 1 RECYCLING BIN PER ENCLOSURE
PROVIDED RECYCLING BINS: 1

OFFICE TRASH & RECYCLING PLAN



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MAY 2, 2018

OFFICE
TRASH & RECYCLING

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ITEM #K-3

ATTACHMENT D - City of Oxnard 2030 General Plan Consistency Analysis

Rio Urbana Development Project: 2714 Vineyard Avenue

October 3, 2019 Planning Commission

Level I: Direct Applicability to a Proposed Policy, Project or Program

Level II: Related or Indirect Applicability to the Proposed Policy, Project, or Program

Level III: No or Distance Applicability to the Proposed Policy, Project, or Program.

All policies not listed are designated as Level III are deemed consistent with the 2030 General Plan.

<u>General Plan Chapter Abbreviations</u>	<u>Chapter:</u>
SC: Sustainable Community	2
CD: Community Development	3
ICS: Infrastructure and Community Services	4
ER: Environmental Resources	5
SH: Safety and Hazards	6
MC: Military Compatibility	7
HE: 2013-2021 Mid-Cycle Housing Element	8

2030 General Plan		Level I	Level II	Rationale
Policy SC-3.1	<i>New Residential Development</i> Encourage incorporation of passive and active energy and resources conservation design and devices in new residential development and substantial remodels and/or expansions.		X	State "Green Building Energy Code" applies to all development and either requires, or requires that new residential structures be designed to accommodate, passive energy, solar panels, and natural ventilation features. Solar panels are included in the project.
Policy SC-3.8	<i>Require Use of Passive Energy Conservation Design</i> As part of the City and Community EAP's, require the use of passive energy conservation by building material massing, orientation, landscape shading, materials, and other techniques as part of the design of local buildings, where feasible.		X	
Policy SC-3.9	<i>Promote Voluntary Incentive Programs</i> Promote voluntary participation in incentive programs to increase the use of solar photovoltaic systems in new and existing residential, commercial, institutional and public buildings, including continued participation in the Ventura County Regional Energy Alliance (VCREA).		X	
Policy SC-3.12	<i>Encourage Natural Ventilation</i> Review and revise applicable planning and building policies and regulations to promote use of natural ventilation in new construction and major additions or remodeling consistent with Oxnard's temperate climate.		X	

Policy CD-1.2	<i>Infill Development, Priority to Mixed Use</i> Promote the efficient use of larger vacant parcels and vacant areas of the City by encouraging infill development, with a priority to mixed uses that reduce vehicle trips and GHG emissions and promote sustainable development goals and objectives.	X		Project is an infill site between two established neighborhoods and adjacent to commercial uses.
Policy CD-1.4	<i>Transportation Choices</i> Promote the application of land use and community designs that provide residents with the opportunity for a variety of transportation choices (pedestrian, bicycle, transit, automobile).	X		Gold Coast Transit has a bus stop near the project entrance. Vineyard Avenue has shoulders wide enough for bicycles.
Policy CD-1.5	<i>Housing Variety</i> Promote the development of a variety of housing types throughout the City including apartments, condominiums, lofts, townhouses, and attached and detached single family units.	X		Project has five one-bedroom, 115 two-bedroom, and 47 three-bedroom units.
Policy CD-1.6	<i>Public Facilities</i> Enhance resident quality of life by providing adequate space for schools, libraries, parks and recreation areas, as well as space for the expansion of public facilities to support the community's vision.		X	Project site has a pedestrian connection to an adjoining shopping center. The County's Solis Library is located one block to the north. The nearest community park is four block west (Vinelands Park). Rio Vista and Rio Del Mar elementary and middle school are located three blocks north.
Policy CD-1.7	<i>Compact Development</i> Promote the use of development patterns that are more compactly built and use space in an efficient aesthetic manner as part of the community vision.		X	Project utilizes the entire parcel and places storm water retention underground.
Policy CD-3.1	<i>Neighborhood Preservation</i> Protect existing residential neighborhoods from the encroachment of incompatible activities and land uses as determined through environmental review and/or determination by the Planning Commission.	X		The project retains access to adjoining residential and commercial properties and site design creates compatible transition to adjoining residential and commercial uses.
Policy CD-2.1	<i>General Plan/Zoning Consistency</i> Amend the zoning code, zoning map, Coastal Land Use Program, and other land use regulations to make them consistency with the adopted and/or subsequently amended 2030 General Plan	X		With approval of General Plan Amendment and

				Pre-zoning, the project is consistent with both.
Policy CD-3.3	<i>Innovative Redevelopment</i> Promote innovative design flexibility and possibly different residential densities in public and public/private redevelopment within existing neighborhoods through the use of alternative performance-oriented development standards, alternative development designs, development agreements, specific plans, mixed uses, and other development and planning techniques.	X		Six of the eight residential buildings utilize central parking courts that allow buildings to have residential units fronting open space paseos.
Policy CD-8.1	<i>Limiting Development</i> Continue to limit development to those areas that can be served by existing or planned utilities, transportation, and service systems.	X		Project will be served by existing utilities with minimal impacts on City infrastructure and services.
Policy CD-8.2	<i>Services</i> Continue to ensure that public services and facilities are in place at the time of need or prior to the time new development occurs in order to avoid overloading existing urban service systems.	X		
Policy CD-8.5	<i>Impact Mitigation</i> Ensure that new development avoids or mitigates impacts on air quality, traffic congestion, noise, and environmental resources to the maximum extent feasible.	X		MND 2017-04 identified no remaining significant impacts after application of four mitigations.
Policy CD-9.1	<i>Neighborhood Identity</i> Recognize, preserve, and improve the visual identity and character of existing neighborhoods. Infill development shall respect historic structures and be of compatible scale and character with historic areas.	X		Project is visually separated from the lower-density El Rio community. There are no historic areas or resources on the project site or in the immediate vicinity.
Policy CD-9.2	<i>Revitalization and Redevelopment</i> As part of the City's redevelopment programs and planning, promote the revitalization of residential, commercial, and industrial properties that are deteriorated or detract from the visual quality of the City.	X		Project is a reuse of a surplus school site. Residents will contribute to the economic vitality of the adjacent commercial uses. A 30 ft. scenic easement and the replacement of obsolete school buildings and sparse vegetation with desirable architecture and landscaping improves the visual quality.
Policy CD-10.1	<i>Human-Scale Development</i>	X		Tree-lined walkways, paseos, play areas, and a

	In the evaluation of development proposals, require urban development on a human scale, by emphasizing the pedestrian experience over the movement and storage of vehicles.			pavilion provide quality pedestrian areas. The three parking courts and garages remove many vehicles from view. The perimeter parking is not a dominant visual feature or obstacle to most pedestrian paths.
Policy CD-10.2	<i>Neighborhood Themes</i> In the evaluation of development proposals, require neighborhood themes and principles of design, such as neotraditional town planning, which include central parks, schools, and community and commercial facilities, strong pedestrian orientation and de-emphasis of automobile related elements in new development projects.	X		Project is subject to and complies with attached dwelling unit standards. Being located near the Riverpark community, the project is competing with and designed for a high-quality for-purchase market.
Policy CD14.1	<i>Design Review Process</i> In the evaluation of development proposals, continue to ensure that public and private development projects comply with City design policies, plans, and guidelines.	X		Project was reviewed by the Development Advisory Committee that includes an architect and landscape architect on contract with the City. The applicant received public comments at a City workshop and at a meeting of the El Rio MAC.
Policy CD-14.2	<i>Development Advisory Committee (DAC) Function</i> Continue to require that a staff Development Advisory Committee review new development projects for consistency with the City's development policies and appropriateness for the proposed sites.	X		Project was reviewed by the Development Advisory Committee.
Policy CD-15.3	<i>Availability of Care Services</i> Encourage the availability of a variety of high quality social care programs (e.g., extended adult and child day care, infant and toddler care, sick care, etc.) by encouraging through development agreements, conditions of approval, and/or other techniques that local employers and developers consider and /or develop social care facilities and programs.		X	No care service agreements were proposed by the applicant.
Policy ICS-1.1	<i>Maintain Existing Service Levels</i> Maintain the high priority of providing services to residents and visitors, and prevent deterioration of existing service levels.		X	Project will be connected to and served by existing utilities with minimal

Policy ICS-1.2	<i>Development Impacts to Existing Infrastructure</i> Review development proposals for their impacts on infrastructure (i.e., sewer, water, fire stations, libraries, streets) and require appropriate mitigation measures to ensure that proposed developments do not create substantial adverse impacts on existing infrastructure and that the necessary infrastructure will be in place to support the development.	X		impacts on City infrastructure. The project will pay a range of impact fees to the City, County, and school districts for various public facilities.
Policy ICS-1.3	<i>Funding for Public Facilities</i> Continue to utilize developer fees, public facilities fees, and other methods (i.e., grant funding or assessment districts) to finance public facility design, construction, operation, and maintenance.		X	
Policy ICS-1.4	<i>Infrastructure Conditions of Approval</i> New development should not be approved unless: • The applicant demonstrates adequate public services and facilities are available; • Infrastructure improvements incorporate a range of feasible measures that can be implemented to reduce all public safety and/or environmental impacts associated with the construction, operation, or maintenance of any required improvement; • Infrastructure improvements are consistent with City infrastructure master plans; and • Require infrastructure expansion needed for future development to be self-funding so current residents do not subsidize infrastructure needed for future growth.	X		Project will be connected to and served by existing utilities with minimal impacts on City infrastructure.
Policy ICS-2.6	<i>Reduction of Construction Impacts</i> Minimize and monitor traffic and parking issues associated with construction activities, require additional traffic lanes and/or other traffic improvements for ingress and egress for new developments for traffic and safety reason, where appropriate.	X		A traffic study determined that construction traffic and project traffic will not significantly impact levels of service at study intersections.
Policy ICS-8.3	<i>Completing Bicycle and Sidewalk Network</i> Prioritize plans for bicycle and pedestrian facilities that provide continuity, and close gaps in the city's existing bike path and sidewalk network.		X	The project will have Gold Coast Transit bus service. The widening of Vineyard Avenue continues a shoulder that is wide enough for bicycle use. The 30-foot scenic setback enhances the Vineyard Avenue public sidewalk. All ADA requirements are provided.
Policy ICS-8.4	<i>New Development Requires Bicycle Improvements</i> Where designated, require proposed developments to include bicycle paths and / or lanes in their plan and to clearly indicate possible bicycling hazards such as speed bumps and storm drain inlet grates in parking lots.	X		
Policy ICS-8.5	<i>Public Sidewalks and Pedestrian Orientation</i> Consider and require where appropriate and feasible the enhancement of the pedestrian environmental as part of private development and public works projects, especially for public sidewalks.	X		
Policy ICS-8.6	<i>Americans with Disability Act (ADA) Handicap Requirements</i> Require installation of ADA compliant handicapped ramp curb-cuts and other ADA access with all new roadway construction and significant reconstruction of existing roadways, parking lots, plazas and pedestrian area, and parks.	X		

Policy ICS-9.2	<i>Development Has Adequate Parking</i> Review development proposals to encourage shared parking use and ensure adverse parking impacts are minimized or avoided.	X		Although not required because the project qualifies for a State Density Bonus (Government Code Sections 65915 – 65918), the project provides Oxnard City Code level guest parking.
Policy ICS-11.7	<i>Water Wise Landscapes</i> Promote water conservation in landscaping for public facilities and streetscapes, residential, commercial and industrial facilities and require new developments to incorporate water conserving fixtures (low water usage) and water-efficient plants into new landscaping.	X		Project landscaping meets City and State water-conservation requirements.
Policy ICS-11.10	<i>Water Supply Finding for Smaller Projects</i> Prior to approval of a discretionary proposed project not subject to a Water Supply Assessment pursuant to GC Section 66473.7, a finding shall be made ensure an adequate water supply for the proposed development.	X		Project complies with the City's water-neutral policy, pending FCGMA approval of a well allocation transfer.
Policy ICS-13.3	<i>Stormwater Detention Basins</i> Design stormwater detention basins to ensure public safety, to be either visually attractive or unobtrusive, provide temporary or permanent wildlife habitats, and recreational uses where feasible in light of safety concerns.	X		Project meets City and Watershed Protection District requirements and incorporates LID features.
Policy ICS-13.4	<i>Low Impact Development</i> Incorporate low impact development (LID) alternatives for stormwater quality control into development requirements. LID alternatives include: (1) conserving natural areas and reducing imperviousness, (2) runoff storage, (3) hydro-modification (to mimic pre-development runoff volume and flow rate), and (4) public education.	X		
Policy ICS-14.3	<i>New Development Requirements</i> Continue to require developers and operators to employ practices that reduce the quantities of waste generated and promote resource recovery during construction, demolition, and operation.	X		Standard conditions of approval require compliance with City and State refuse recycling.
Policy ICS-17.4	<i>Service Extension</i> Coordinate with gas and electricity providers for the extension of gas and electrical facilities.	X		SCE and the Gas Company are included in the project review process. Utilities are underground except for the relocation of existing SCE 66kV lines.
Policy ICS-17.5	<i>Undergrounding of Utility Lines</i> Require undergrounding of utility lines in new development, except where it is not feasible due to electrical transmission load or other operational issues.	X		

Policy ICS-19.2	<i>Police Review of Development Projects</i> Continue to require the Police Department review proposed development projects and provide recommendations that enhance public safety.	X		The Oxnard Police Department reviewed and conditioned the project. Capital Project fees and property taxes contribute to maintenance and development of Police Department facilities and services.
Policy ICS-19.5	<i>Incorporating Security Design Principles</i> Encourage crime prevention and defensible space through design principles such as those employed through the National Crime Prevention Through Environmental Design program, Neighborhood Watch Program, and/or other appropriate methods to enhance public safety.	X		
Policy ICS-19.7	<i>New Development</i> Require new developments to fund a fair share extension of police services to maintain service standards, including personnel and capital improvement costs.	X		
Policy ICS-20.5	<i>Fire Services to New Development</i> Require new developments to fund a fair share extension of fire services to maintain service standards, including personnel and capital improvements costs.	X		The Oxnard Fire Department reviewed and conditioned the project. Capital Project fees and property taxes contribute to maintenance and development of Police Department facilities and services.
Policy ICS-20.7	<i>Adherence to City Standards</i> Ensure that water main size, water flow, fire hydrant spacing, and other fire facilities meet City standards.	X		
Policy ICS-20.8	<i>Development Review</i> Review new development applications to assess potential impacts to existing fire protection services and the need for additional and expanded services.	X		
Policy ICS-20.10	<i>Adequate Emergency Access and Routes</i> Require that new development provide adequate access for emergency vehicles, particularly firefighting equipment, and evacuation routes, as appropriate.	X		
Policy ER-6.1	<i>Incorporate Views in New Development</i> Preserve important public views and viewsheds by ensuring that the scale, bulk and setback of new development does not significantly impede or disrupt them and ensure that important vistas and view corridors are enhanced. Require development to provide physical breaks to allow views into these vistas and view corridors.	X		The 30 ft. setback along Vineyard Avenue complies with the designation of Vineyard Avenue as a scenic highway.
Policy ER-6.6	<i>New Development Private Open Space</i> Ensure that new development incorporates open space areas that provide community and neighborhood identity, private quality exterior private open space for each housing unit, and minimize conflicting land uses and noise generators.	X		Project incorporates paseos, four play areas, a small dog run, and a pavilion that are located away from Vineyard Avenue traffic noise, except for one play area.
Policy ER-10.1	<i>Promote use of Native and Water Wise Plants</i> Promote the development of a native, drought-tolerant landscape character throughout the City that re-enforces a unified and cohesive landscape character and discourage plants that are invasive or problematic in other ways as determined by the City's landscape architect.	X		Project complies with City landscape standards that incorporate state requirements to be drought tolerant.

Policy ER-11.3	<i>Development Applicants to Conduct Research</i> Continue to require project applicants to have a qualified archaeologist conduct a record search at the South Central Coast Information Center located at California State University Fullerton and other appropriate historical repositories, conduct field surveys where appropriate, and prepare technical reports, where appropriate, meeting California Office of Historic Preservation Standards (Archaeological Resource Management Reports) prior to project approval.	X		MND 2017-04 reviewed the project and did not identify any remaining significant environmental impacts with the application of four mitigations and uniformly-applied development standards and regulations intended to minimize or avoid significant impacts.
Policy ER-11.7	<i>Native American Remains</i> Continue to comply with State laws relating to the disposition of Native American burials consistent with the CEQA Guidelines (Section 15064.5) if human remains of possible Native American origin are discovered during project construction.		X	
Policy ER-14.4	<i>Emission Control Devices</i> Require all construction equipment to be maintained and tuned to meet appropriate EPA, CARB, and VCAPCD emissions requirements and when new emission control devices or operational modifications are found to be effective, such devices or operational modifications are required on construction equipment.	X		
Policy ER-14.6	<i>Minimizing Dust and Air Emissions through Permitting Requirements</i> Continue to require mitigation measures as a condition of obtaining building or use permits to minimize dust and air emissions impacts from construction.	X		
Policy ER-14.7	<i>Mitigation Monitoring</i> Ensure that projects with identified air quality impacts in their respective EIRs are subject to effective mitigation monitoring as required by AB 3180.	X		
Policy SH-1.1	<i>Minimize Liquefaction Risk</i> Ensure that structures for human occupancy are only constructed or placed on a potential liquefaction site if the approved geological report shows that an acceptable hazard risk would be created and/or required mitigation measures are met.	X		MND 2017-04 reviewed the project and did not identify any remaining significant environmental impacts with the application of four mitigations and uniformly-applied development standards and regulations intended to minimize or avoid significant impacts.
Policy SH-1.3	<i>Building Code Standards</i> Require that all new buildings and alterations to existing buildings be built according to the seismic requirements adopted within the most current City of Oxnard Building Code, or its adopted equivalent.	X		
Policy SH-1.4	<i>Soil, Geologic, and Structural Evaluation Reports</i> Require that adequate soils, and geologic and structural evaluation reports be prepared by registered soils engineers, engineering geologists, and/or structural engineers, as appropriate, for applicable development.	X		
Policy SH-1.5	<i>Required Geologic Reports</i> Continue to require the submission of a geological report for proposed development located in a potential liquefaction area.	X		
Policy SH-1.7	<i>Soil Investigations</i> Continue to require a complete site-specific soils investigation that addresses liquefaction and compressible soil characteristics and identifies construction techniques or other mitigation measures to prevent significant impacts upon the proposed development.	X		

Policy SH-5.3	<i>Sound Attenuation Measures</i> Promote, where feasible, alternative sound attenuation measures such as berms, heavy landscaping, resurfacing of noise walls to promote noise absorption as well as deflection, berms and landscaping, or location of buildings away from the roadway or other noise sources.	X		
Policy SH-6.2	<i>Limiting Construction Activities</i> Continue to limit construction activities to the hours of 7 am to 7pm, Monday through Saturday. No construction shall occur after hours, on Sundays, or national holidays without permission from the City.	X		
Policy SH-6.4	<i>New Development Noise Compatibility</i> Require that proposed development projects not generate more noise than that classified as “satisfactory” based on CEQA Thresholds of significance on nearby property.	X		
Policy SH-6.13	<i>Noise Acceptable for Open Windows and Patios</i> Continue to require noise analysis of proposed development projects as part of the environmental review process and require mitigation measures to reduce noise impacts to acceptable levels within outside activity areas and within residential structures without relying on mechanical ventilation, if feasible.	X		
Policy MC-4.4	<i>Affordable Housing</i> Promote the availability and development of off-base affordable housing to meet the needs of the military personnel and their families.	X		A condition of approval requires noticing Naval Base Ventura County Housing Service Center of the project and its anticipated sales prices.
Housing Element Policy G-2.3	<i>Adequate Infrastructure</i> Ensure that residential development sites have appropriate and adequate public and private services and facilities, including wastewater collection and treatment, potable and recycled water supply, utilities, parks, schools, and other neighborhood infrastructure.	X		See responses to previous policies ICS-1.1 to ICS 1.4.
Housing Element Policy G-2.8	<i>Local Preference for Affordable Units</i> Require, when possible, by development agreement or condition of approval, local resident/worker preference for projects which include affordable housing units, density bonus units, and/or units utilizing Federal, State, or local funding.	X		A condition of approval requires an early advertisement to local residents in compliance with fair housing law.
Housing Element Policy G-5.6	<i>Adjusting Project Development Fees</i> Continue to consider alternative sources for and/or deferment of development impact and project reviews fees to enhance the financial feasibility of affordable projects, including the use of Affordable Housing Agreements.	X		The applicants paid all applicable fees under regular procedures.

Rio Urbana Zoning Compliance Tables

PARCEL 1: OFFICE BUILDING

DEVELOPMENT STANDARDS FOR OFFICE (PARCEL 1): C-2-PD “GENERAL COMMERCIAL PLANNED DEVELOPMENT” ZONE			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Max. building height (16-137 & 16-303)	2 stories at 35 ft. Additional stories may be permitted as part of a SUP.	2 stories, 31 ft 34 ft elevator structure allowed by 16-303(D)	Yes
Front yard setback (16-139)	10 ft from ultimate property line; 30 ft (total) from ultimate property line when abutting designated scenic corridors, per General Plan Policy CD-9.4. Vineyard Avenue is identified as a Scenic Highway (Background Report, Section 5.3.2).	23 ft landscaping + 7 ft sidewalk = 30 ft from Vineyard Avenue after widening (ultimate property line)	Yes
Side yard setback (16-140)	Zero when abuts another C-2 zoned lot.	North: 90 ft setback South: 70 ft setback	Yes
Rear yard setback (16-141)	15 feet for buildings over 16 feet in height	East: 69 ft setback	Yes
Floor Area Ratio (FAR) (General Plan, Commercial General)	Not to exceed 0.35:1	15,000 sf. on 48,995 sf parcel = 0.31:1	Yes
Off-street parking: Required (16-622) Rounding (16-620) Motorcycle (16-624) Bicycle (16-623, 16-637 & Bicycle and Pedestrian Facilities Master Plan, Appendix pg. A-38) Loading (16-644) Parking Aisle (16-639, Figure 5) [ADA requirements per State Title 24 Accessibility Code]	Office: 1 space per 250 gsf. 15,000 gsf = 60.	60 standard spaces (no compact spaces)	Yes
	Motorcycle Space: 1 MC space per 40 vehicle spaces = 1 MC spaces	1 motorcycle space	Yes
	Bicycle (per Bicycle & Ped. Master Plan, Appx pg. A-38), Short term: 8 spaces per 10,000 sf = 8 spaces, Long term: 2 lockers per 10,000 sf = 2 lockers.	Bicycle bar near entrance. Number of bicycle spaces not shown. Bicycle lockers not indicated.	Yes, with condition of approval.
	Loading space for 0 – 15,000 sf comm. = 1 space, (12 ft x 40 ft). 16-644(B)(1), “Loading zone requirements may be modified by the planning commission... based on the nature of the use... design characteristics of the project.” Aisle Width for 90° parking = 25 ft	One 12x40’ loading space on south of office building 25 ft aisle widths	Yes
Parking space sizes & design: Standard (16-636 & 16-638)	Full Size: 9 ft W x 19 ft L may overhang 2 ft over landscape if planter min. 5 [16-616(C)] Compact: 8 ft W x 16 ft L; Max 25%	Standard Parking = 9 ft x 17 ft + 2 ft overhang over 5 ft wide landscaping	Yes

Rio Urbana Zoning Compliance Tables

Motorcycle (16-638) Loading (16-644)	of spaces w/admin relief Motorcycle: 4 ft W x 7 ft L Loading: 12 ft W x 40 ft L (unless alternative approval).	Motorcycle = 4.5 ft x 7 ft Loading space 12 ft x 40 ft	Yes Yes
Parking Landscaping (16-641): - Along streets/alleys - Along interior PLs (for lots with 20+ spaces) - Parking/vehicle area (16-641) - Landscape fingers (16-641) - Trees (for lots with 20+) - If located adjacent to residential see 16-641 (E)	- Min. 10 ft wide landscape strip along city street. - Min. 5 ft wide side yard - Min. 5 ft planter abutting residential - Minimum 5% of area, exclusive of any other required landscaped area abutting a street or alley. - Landscape island/finger- every 10 spaces with 2 trees, 9 ft W x 20 ft L. - Min. 1 tree for each 40' property line. 239 ft frontage = 6 trees 3 ft max height at 30 ft x 30 ft triangle at an intersection - Must be irrigated with automatic irrigation system. - Planted areas bounded by 6 inch concrete curb.	23 ft wide landscape strip fronting Vineyard Ave. 5 ft wide planters on south side property line, 9 ft wide planters fronting fire lane on north side, 7 ft planter abutting east side property line 21% parking area landscaped 9 ft x 19 ft Landscape finger every 3 to 10 spaces. 7 trees in 239 ft frontage 30 ft x 30 ft triangles have clear visibility. - Irrigation plan not provided 6 inch concrete curbs not fully indicated	Yes Yes Yes Yes Yes Yes Yes, w/conditions Yes, w/conditions
Trash enclosures (16-322)	To be screened to City standards.	Trash enclosure on SE corner of office parcel, and Appx. 9 ft x 12 ft trash & recycling room shown on south side of office floor plan. Plans marked that staff will bring trash and recycling to exterior trash enclosure for refuse vehicle pick-up.	Yes
Rooftop equipment	May not protrude above height of parapet.	Rooftop HVAC units and future solar panels located behind and below parapet. (Sheet A-56).	Yes
Walls/Fences & (16-310)	<u>Front:</u> No Fence or wall permitted in front setback. No chain link in front yard. <u>Side & Rear:</u> 8 ft maximum height.	6 ft fence & walls surround office parking, not within front setback. locations & designs shown Sheet L-1	Yes
Lighting (16-320)	- Max 7 footcandles - A light source shall not shine upon any surface other than the area required to be lighted.	Partial Lighting Plan provided (Sheet L-03) for parking lots, walkways, drive aisles, open spaces:	Yes, w/condition for photometric review

Rio Urbana Zoning Compliance Tables

	Parking lot fixtures shall be mounted on reinforced concrete pedestals or otherwise protected.	12 ft pole height 30 inch high bollards	
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PARCEL 2: 167 CONDOMINIUM UNIT PROJECT

DEVELOPMENT STANDARDS FOR RESIDENTIAL USE (PARCEL 2): APPLY R-3-PD "GARDEN APARTMENT PLANNED DEVELOPMENT" STANDARDS			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Max. building height (16-137)	2 stories at 35 ft. Additional stories may be permitted as part of an SUP. (up to 6 stories allowed by General Plan, Section 3.5, Chapter 3)	Building Types A, B, and C are 3 stories & 36 ft, with gradual slope to max. 38 ft. above curb. Recreation Pavilion: 1 story	Yes, with PD
Density (16-59) State Density Bonus (Ordinances Nos. 2721 and 2615)	1 unit /2,400 lot area = 165 units 10% (17) of come in a Common Interest Development allows for up to 20% State density bonus upon request.	167 units on 9.12 acres = 18.31 du/ac (1.7 % over allowed density)	Yes, w/Density Bonus Permit of 2%
Front yard setback 16-142, 16-60	20 ft from property line; 30 ft when abutting designated scenic corridors, per General Plan Policy CD-9.4. Vineyard Avenue is identified as a Scenic Highway (Background Report, Section 5.3.2).	30 ft from Vineyard Avenue measured from ultimate property line	Yes
Side yard setback 16-142, 16-61	7.5 ft for 3 story bldg. Street Side: 1/2 of required front yard = 15 ft	north side = 58 ft south side = 51 ft	Yes
Rear yard setback 16-142, 16-62	25 ft	east side = 62 ft	Yes
Interior yard space 16-142, 16-63	30% of lot area, with min. dimension of 15 ft x 15 ft. May not include vehicle parking or circulation areas. 397,230 sf Parcel 2 x 30% = 119,169 sf (Open Area requirements under Attached Dwelling Unit Standards are below)	Interior yard space of 94,030 sf = 24% (additional yard in areas less than 15 ft X 15 ft = 11,000 sf for a total of 105,030 sf = 26.4%)	Yes, apply State-required Density Bonus concession.

Rio Urbana Zoning Compliance Tables

Off-street parking: Residents (16-622) Visitor (16-622) State Density Bonus parking [Gov Code §65915(p)(1)] Motorcycle (16-264) Bicycle (16-623, 16-637 & Bicycle and Pedestrian Facilities Master Plan, Appendix pg. A-38)	<u>Code-required parking</u> 5 1-bdrm = 5 garage spaces 115 x 2-bdrm = 230 garage 47 x 3-bdrm = 94 garage spaces = 329 total garage spaces Visitor = 30 + 137*0.5 = 99 visitor Total = 329 + 99 = 428 spaces <u>Density Bonus [Gov Code §65915(p)(1)]</u> 5 x 1-bdrm = 5 spaces 162 x 2-3bdrm = 324 spaces = 329 total spaces required No covered parking required No motorcycle spaces required Bicycle (per Bicycle & Ped. Master Plan, Appx pg. A-38), 0.05 spaces/bedroom, min. 2 spaces. 413 bedrooms x 0.05 = 20.65 = 21 bicycle spaces	Project includes: 169 resident garage spaces 163 surface resident spaces 332 resident spaces 93 visitor surface spaces 6 motorcycle spaces (counted as guest spaces) 99 visitor spaces total No tandem spaces proposed. No compact spaces proposed Bicycle racks indicated on Sheets L-07, but no number of bicycle spaces indicated.	Yes, meets State Density Bonus parking requirements. Yes, with condition to indicate required bicycle parking.
Parking space sizes & design: Standard (16-636 & 16-638)	Full Size: 9 ft W x 19 ft L May overhang walkway provided 48 inch walkway unobstructed, may overhang 2 ft over landscape if planter min. 5 ft [16-616(C)] Compact: 8 ft W x 16 ft L; Max 25% of spaces w/admin relief Motorcycle: 4.5 ft W x 7 ft L	Standard Parking = 9 ft x 17 ft + 2 ft overhang over 7 ft walkway, or over 5 ft landscape planter along east property line. Motorcycle = 4.5 ft x 7 ft	Yes Yes
Parking area Landscape Req. (16-641): - Along streets/alleys - Along interior PLs (for lots with 20 or more spaces) - Parking/vehicle area (16-641) - Landscape fingers (16-641) - Trees (for lots with 20+)	- Min. 10 ft wide landscape strip along street. - Min. 5 ft wide side yard - Minimum 5% of area, exclusive of any other required landscaped area abutting a street or alley. - Landscape island/finger- every 10 spaces with 2 trees, 9 ft W x 20 ft L. - Min. 1 tree for each 40 ft frontage = 8 trees	23 ft wide landscape strip fronting Vineyard 7.5 ft wide planters fronting alley on South side and 7.5 ft wide planters on North side. 5% parking area landscaped 9 ft x 19 ft Landscape finger every 3 to 10 spaces. 10 trees in 320 ft frontage	Yes Yes Yes Yes Yes

Rio Urbana Zoning Compliance Tables

	• Must be irrigated with automatic irrigation system. • Planted areas bounded by 6 inch concrete curb. • 3 ft max ht. at 30 ft x30 ft triangle intersection	• Not submitted • Not indicated • north and south drive aisle access to Vineyard Avenue functions as intersections. Trees located in 30 ft x30 ft triangle but clearance for visibility.	Yes, with conditions Yes, w/conditions Yes, w/conditions
Trash enclosures & transformers (16-322)	To be screened from street by 6 ft fence, constructed to adopted City Standards. Trash enclosure must have a solid roof and include a fire sprinkler. See trash enclosure City Standard.	Four trash enclosures shown for each two residential buildings. Trash enclosure design includes roof and man door.	Yes
Rooftop equipment	May not protrude above height of parapet.	Roofing plans and elevations identify rooftop equipment screened in roof well. Solar panels indicated.	Yes
Walls/Fences & Zone Wall (16-310)	<u>Front:</u> No fence or wall permitted in front setback. No chain link in front yard. <u>Side & Rear:</u> 8 ft maximum	6 ft fence & walls surrounding development, not within front setback. 6 ft iron fence on north property line; 6 ft wall along south and east property lines; Pedestrian access gate to Vallarta market south of pavilion recreation area.	Yes
Lighting (16-320)	Comply with Section 16-320 of the City Code. • Max 7 footcandles • A light source shall not shine upon any surface other than the area required to be lighted. • Parking lot fixtures shall be mounted on reinforced concrete pedestals or otherwise protected.	Partial Lighting Plan provided (Sheet L-03) for parking lots, walkways, drive aisles, open spaces: 12 ft pole height 30 inch high bollards	Yes, w/condition for photometric review

Rio Urbana Zoning Compliance Tables

ATTACHED DWELLING UNIT DEVELOPMENT STANDARDS (PARCEL 2) Applies to developments of 6 or more units. Sections 16-360 through 16-363			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Min. Dwelling Size 16-362(A)	One bedroom: 450 sf Two+ bedroom: 800 sf	One bedroom unit: 841sf Two+ bedroom units: 902-1,659 sf	Yes
Building Separation 16-362 (B)	Half the height of taller structure unless otherwise allowed.	Minimum between two buildings is 35 ft.	Yes
Recreation Facilities (12 units or more) 16-362 (C)	Include at least one of the following: Swimming pool, spa, tennis, basketball, or volleyball courts, BBQ/picnic area, recreation building, exercise course, children's play equipment, or other's as approved by Planning Commission	Site includes 822 square foot recreation building/loggia, tot lot (children's natural form play area, Sheet L-07), BBQ areas & outdoor fireplace (Sheets L-06 & L-07)	Yes
Open Area (12 units or more) 16-362 (D)	One lawn of not less than 2,500 sq.ft. with minimum dimension of not less than 35 ft	Open lawn area with 3,062 sf and minimum 35 ft between Buildings 3 & 4. (Northeast Courtyard)	Yes
Distance to garage from DU 16-362 (E) Location of Parking Spaces 16-645	75' Maximum Distance from garage to unit. 50' from Condominium to resident parking. 100' from Condominium to visitor parking Distance may be increased by 25% with PD additive zone (16-271) and with admin relief through 16-651.	All units meet the distance rule for access to an assigned garage. 97% of units have an assigned surface parking space within 50 feet of the unit. Five units will be assigned a space within 85 feet of the unit. Visitor distance rule does not apply as visitor spaces are not required.	Yes, with Admin. Relief
Balconies & Patios 16-362 (F)	All 2 nd story dwelling units shall have at least one patio or balcony having a minimum dimension of 10'	10 ft 2 in x 10 ft 2 in (103 sf), to 10 ft 4 in x 10 ft 4 in (117 sf)	Yes
Balcony Enclosure 16-362 (G)	All balconies and patios shall have railings or walls which provide at least 50% enclosure	All balconies and patios enclosed.	Yes
Storage Areas 16-362(H)	Each unit shall have a storage area of at least 225 cubic feet. This area cannot intrude into the minimum garage dimensions Size may be reduced 25% with PD	210 sf. storage area provided in garages; allowable with PD 25% reductions. 169 garages for 167 units, so storage area for each	Yes, with condition that each unit have an assigned garage

Attachment F

ESTIMATED DEVELOPMENT FEES

This exhibit provides a summary of development impact fees that will be applicable to the project. Fees will be assessed based upon the rates in effect at the time the fees are due and payable.

DEVELOPMENT FEES

**CITY OF OXNARD
BUILDING AND ENGINEERING
DEVELOPMENT SERVICES DEPARTMENT**

Effective September 24, 2018

**FEE CHARGES
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SECTION 2 – DEVELOPMENT IMPACT FEES

I. SEWER CONNECTION FEE (Ordinance No. 2709)

The treatment facility infrastructure fee shall be paid based upon the level of wastewater treatment required as represented by the three treatment elements: flow, biochemical oxygen demand (BOD), and suspended solids (SS). All fees shall be based upon a meter equivalency factor which provides an index to identify the service requirements. A meter equivalency factor of one (1) shall represent the volume of wastewater which would be generated by a single-family residence. Meters which are larger shall have a corresponding equivalency factor to illustrate the volume of wastewater generated as such equivalency factor compares to a single-family dwelling. The following table defines meter equivalency factors for various sized meters:

Meter Size	Meter Equivalency Factor
5/8", 3/4"	1
1"	2
1 1/2"	3
2"	5
3"	11
4"	17
6"	33
8"	53
10"	113
12"	180

A. The Treatment Facility Related Infrastructure Fee

Shall be paid based on the sum of the flow, BOD and SS charges, based upon the following schedule:

1. Flow Charges (Utilizing Equivalency Factors for Water Meter Size)

Volume	Rate
All Users Meter Equivalency Factor	x \$1,627

2. BOD Charges (Utilizing Equivalency Factors for Strength and Meter Size)

	Strength	Rate
Single-family residential	1 x Meter Equivalency Factor	x \$1,235
Non-formula commercial/industrial class users:		
Other	1 x Meter Equivalency Factor	x \$1,235
Commercial Laundry	1.6 x Meter Equivalency Factor	x \$1,235
Restaurants/Food Preparation	2 x Meter Equivalency Factor	x \$1,235
All formula users (Commercial/Industrial)	2 x Meter Equivalency Factor	x \$1,235

3. SS Charges (Utilizing Equivalency Factors for Strength and Meter Size)

	Strength	Rate
Single-family residential	1 x Meter Equivalency Factor	x \$936
Non-formula commercial/industrial class users:		
Other	1.3 x Meter Equivalency Factor	x \$936
Commercial Laundry	1 x Meter Equivalency Factor	x \$936
Restaurants/Food Preparation	3.2 x Meter Equivalency Factor	x \$936
All formula users (Commercial/Industrial)	3.4 x Meter Equivalency Factor	x \$936

B. The Conveyance System Connection Fee

For all connections to the wastewater conveyance system, the fee shall be determined by the size of the water needed to serve the facility, based on a charge of \$1,458 per water meter equivalency factor as indicated in the following schedule:

Water Meter Size	Equivalency Factor
5/8", 3/4"	1
1"	2
1 1/2"	3
2"	5
3"	11
4"	17
6"	33
8"	53
10"	113
12"	180

NOTE: When Developers of new subdivisions or other developments are conditioned by the City to build or install Master Planned Wastewater Conveyance System improvements, the City will provide them full credits towards the Conveyance System Connection Fee. Any excess funds due the Developer will be reimbursed per City of Oxnard Resolution No. 10,272.

Total Sewer Connection Fee (A + B) Based on 3/4" Water Service. For Larger Services, Multiply by Equivalency Factor:

Use		Treatment Fee	Conveyance Fee	Total Fee
Single-family Residence	=	\$3,798.00	\$1,458.00	\$5,256.00
Apartment	=	\$2,762.18	\$1,060.36	\$3,822.55
Mobile Home	=	\$2,186.73	\$839.45	\$3,026.18
Non-formula Commercial/Industrial	=	\$4,078.80	\$1,458.00	\$5,536.80
Commercial Laundry	=	\$4,539.00	\$1,458.00	\$5,997.00
Restaurants/Food Preparation	=	\$7,092.20	\$1,458.00	\$8,550.20
Formula Industrial User	=	\$7,279.40	\$1,458.00	\$8,737.40
<u>FOR ALL CONNECTIONS:</u>				

1. Oxnard Territory served by Port Hueneme effective 1-17-84.

Residential - \$3,000/D.U.

For Industrial or commercial property, the fee is \$3,500/Acre.

2. Fees for mobile home and apartment developments which can be served by a single meter shall be according to the following formula:

Mobile Homes - $1.9/3.3$ x number of mobile home spaces x basic residential $3/4$ " sewer connection fees (A + B). The regular sewer connection fee applicable to any meter(s) serving common facilities will also be charged (i.e., laundry room, clubhouse, etc.). For calculations the City will use 0.57575758 for the fraction $1.9/3.3$.

Apartments - $2.4/3.3$ x number of apartment units x basic residential $3/4$ " sewer connection fees (A + B). The regular sewer connection fee applicable to any meter(s) serving common facilities will also be charged (i.e., laundry room, clubhouse, etc.). For calculations the City will use 0.72727273 for the fraction $2.4/3.3$.

3. Meter Size Increase

Should an owner or user request any increase in the size of a water meter after the initial connection, an additional sewer and water connection charge shall be made in an amount equal to the difference between the current fee for the existing meter size and the current fee for the requested meter size. The fee shall be paid in advance of the installation of any new meter.

C. Connection Fees Credits (Ordinance No. 2494)

1. If a demolished structure is subsequently replaced, no additional sewer permit or sewer service connection fee is required if the building permit for the replacement structure is issued within five years of the date of destruction of the previous structure.
2. If the building permit is issued more than five years but less than ten years from the date of demolition, the service connection fee shall be reduced by 50%. If the building permit is requested for any replacement after ten years from the date of demolition, the full permit or service connection fee shall be required.

II. WATER SYSTEM CONNECTION FEE (Ordinance No. 2624)

A. New, Expanded or Additional Service Connections

All projects requiring new, expanded or additional service connections to the City of Oxnard's water system shall pay to the City the appropriate Capital Facility Charge and Water Resource Development Fee, as provided herein.

B. Calculation of Charge and Fee

The Capital Facility Charge and Water Resource Development Fee shall be paid based on the diameter of the meter installation, which is directly related to the volume of water required for the new, expanded or additional service connection. The fee shall be calculated based on a meter equivalency factor, which provides a standardized index to identify the volumetric service requirements. For expanded service, the payment shall equal the Capital Facility Charge and the Water Resource Development Fee for the expanded service connection, less the original planned water facilities fee paid for the existing connection.

C. Connections

For any new expanded or additional connection to the City water system, except fire line service, the following Capital Facility Charge and Water Resource Development Fee shall be paid in advance of the meter installation. New, expanded or additional connections for fire line service shall not be required to pay either the Capital Facility Charge or the Water Resource Development Fee.

Meter Size (inches)	Equivalency Factor	Capital Facility Charge (dollars)	Water Resource Development Fee (dollars)
¾"	1	\$341	\$2,792
1"	2	\$682	\$5,583
1½"	3	\$1,023	\$8,375
2"	5	\$1,706	\$13,958
3"	11	\$3,752	\$30,708
4"	17	\$5,799	\$47,458
6"	33	\$11,257	\$92,125
8"	53	\$18,080	\$147,958
10"	113	\$38,548	\$315,457
12"	180	\$61,404	\$502,498
Over 12"	TBD by Water Superintendent	TBD by Water Superintendent	TBD by Water Superintendent

D. Meter Size Increase

Should an existing customer request an increase in the size of a water meter that does not necessitate increasing the diameter of the existing service connection, a Capital Facility Charge and a Water Resource Development Fee shall be paid. The payment shall equal the Capital Facility Charge and the Water Resource Development Fee for the new, larger meter, less the original planned water facilities fee paid at the time of the connection of the existing meter. (Per Development Services Manager's Memo dated May 15, 2003, the following interpretation is used in the calculation of this fee "When a user requests an increase in the size of a water meter, an additional connection charge will be required in an amount equal to the difference between the current fee for the existing meter size and the current fee for the requested meter.) This charge and fee shall be paid before the installation of the new, larger meter.

E. Water Service Connections

Each premises shall have a connection. No water service connection shall serve more than one premises. For purposes of water connections, "premises" means any:

1. Detached single-family residence.
2. Apartment building (any building with two (2) or more leased dwelling units held under single ownership).
3. Residential condominium unit or residential stock cooperative unit.
4. Mobile home park, unless the spaces in that mobile home park are individually owned, in which case each space shall be a separate connection.
5. Office, commercial or industrial building, except office, commercial or industrial buildings with separately owned individual condominium or stock cooperative units, in which case each unit shall be a separate premises.
6. Irrigation system.
7. Unimproved lot or parcel.

The Public Works Director may waive certain above requirements per Section 22 - 21 of the City Municipal Code.

F. Connection Fees for Replacement Structures (Ordinance No. 2030)

1. If a demolished residential, commercial or industrial structure is subsequently replaced, no additional service connection fee is required if the building permit for the replacement structure is issued within five years of the date of demolition of the previous structure.
2. If the building permit is issued more than five years but less than ten years from the date of demolition, the service connection fee shall be reduced by 50%.
3. If the building permit is requested for any replacement structure after ten years from the date of demolition, the full service connection fee shall be required.

III. WATER SERVICE AND METER CHARGE (Ordinance No. 2859)

- 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 and Meter Size	Costs January/1/13
¾"	\$1,500.00
1"	\$1,700.00
1½"	\$2,200.00
2"	\$2,500.00

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

Service and Meter Size	Costs
¾"	\$450.00
1"	\$525.00
1½"	\$925.00
2"	\$1,100.00

- C. Request for relocation or abandonment of meters or service will be cost estimated in accordance with the following schedule:

1. Relocate box laterally (not in paved area):

¾"	= \$440.00 + Abandonment Cost	\$560.00
1"	= \$615.00 + Abandonment Cost	\$735.00
1½"	= \$835.00 + Abandonment Cost	\$985.00
2"	= \$1,190.00 + Abandonment Cost	\$1,370.00
2. Relocate box from yard to sidewalk \$240.00
3. Relocate box from driveway to sidewalk \$300.00
4. Abandonment of services:

¾"	\$120.00
1"	\$120.00
1½"	\$150.00
2"	\$180.00

5. Relocation or abandonment of services will be done by Water Distribution personnel unless it is determined by the Water Manager that a contractor will be used and follow the proper Public Works procedures. A Public Works permit and inspection fee is required.
6. Credit for existing meter removed and replaced with a larger service and meter in the same location (Code Section 33-29):

Meter Size	Credit
¾"	\$235.00
1"	\$290.00
1½"	\$505.00
2"	\$715.00

IV. STORM DRAIN FEE (Resolution No. 10,274)

Low-density residential (single-family detached) and public land is \$10,645.00 per acre of gross area.

All other land uses, including medium and high density residential (over 6 dwelling units per acre of gross area), commercial and industrial is \$14,637.00 per acre of gross area.

"Gross Area" is defined as the area of the lots being developed, plus the area of on-site streets and alleys, plus the area up to the centerline of bordering streets and alleys.

EXEMPTIONS: The following areas are exempted from the Storm Drain Fee: Pacific Commerce Center (a.k.a., Northeast Industrial Assessment District, Rose/Santa Clara Specific Plan Area (a.k.a., Auto Center), Oxnard Town Center, and Hueneme Road Assessment District No. 83-1 (Tracts 3406, 3504, and 3544).

NOTE: When Developers of new subdivisions or other developments are conditioned by the City to build or install Master Planned Storm Drain System improvements, the City will provide them full credits towards the Storm Drain Fee. Excess funds due the Developer will be reimbursed per City of Oxnard Resolution No. 10,272.

Implementation of the Storm Drain Fee for Infill Development

The development which adds or replaces buildings will pay a proportion of the current fee on the entire lot gross area including the area up to the center line of the street and the alley. The proportion will be equal to the total impervious area after the new development, less the total impervious area before the new development, divided by the total impervious area after the new development. The formula is as follows:

$$\text{Proportion} = \frac{\text{Total After} - \text{Total Before}}{\text{Total After}}$$

V. TRAFFIC IMPACT FEE (Resolution No. 10,673, No. 13,328, No. 13,600 & No. 13,890)

Traffic Impact Contribution Application and Calculation

The *Development Services Department* shall apply and calculate the Traffic Impact contribution required pursuant to Resolution in the following manner:

The contribution shall be assessed of new development and redevelopment in the City which will generate additional average daily vehicular trips above that which can be reasonably associated with the current use of the property. In making this determination, the Department shall only consider changes in the land use designation of the property and/or additions to gross floor area.

The total current contribution required for additional average daily trips generated is \$730.00 per trip. In calculating the contribution required of any development, the Public Works director shall utilize professionally accepted trip generation data. The following guidelines have been prepared based upon statistical data collected and analyzed by the California Department of Transportation. This information has formed the basis of the trip generation estimates utilized in establishing the base contribution required under Ordinance 2163, and will govern unless the *Building and Engineer Manager* determines that the contribution required pursuant to the guidelines is not proportional to the traffic impact associated with any particular project as intended by Ordinance 2163.

NOTE: Ordinance No. 2284 provides that for all development projects, except residential, fast-food restaurants or neighborhood commercial, 50% of the amount by which planned traffic circulation facilities fees exceed credits for the provision of planned traffic circulation facilities must be paid prior to issuance of a building permit for a development project. The remaining amount must be paid prior to the sale or transfer of all or any part of the project or issuance of any temporary or permanent Certificate of Occupancy for all or any part of the project, whichever occurs first.

Land Use/Sub-Category	Units of Measure	Fees (\$) per Unit
Residential		
Single Family Detached	Dwelling Unit	\$8,030.00
Condominium/Townhouse Attached	Dwelling Unit	\$6,278.00
Apartments	Dwelling Unit	\$4,745.00
Mobile Home	Dwelling Unit	\$3,650.00
Senior Housing	Dwelling Unit	\$2,920.00
Commercial Industrial		
General Commercial – Services (including Daycare,) Office (includes Medical/Dental), Retail	Thousand Square Feet	\$7,899.00
Light Industrial	Thousand Square Feet	\$5,088.00
Automated Car Wash	Per Site	\$177,390.00
Self Service Carwash	Per Stall	\$21,462.00
Gas Station – with or without Convenience Market and/or Car Wash	Fueling Position	\$21,958.00
Hotel/Motel	Room	\$3,796.00
New Car Sales	Thousand Square Feet	\$5,030.00
Church	Thousand Square Feet	\$3,803.00
Warehouse	Thousand Square Feet	\$3,621.00

Food Service		
Restaurant - Sit Down or Take Out	Thousand Square Feet	\$13,789.00
Fast Food w/drive thru	Thousand Square Feet	\$76,059.00
Schools		
Elementary	Student	\$942.00
Middle School	Student	\$1,183.00
High School	Student	\$1,248.00
Traffic Study Case By Case	ADT	\$730.00
Central Business District Zone Factor – General Commercial or Services, Restaurant, and Office in the CBD zone -- - multiply by 0.56		

Outdoor dining without protection from the elements shall be calculated at 50%.

A. Special Projects

Traffic generation rates for developments and redevelopments not adequately represented above shall be determined according to the most similar and current designation for which the Institute of Transportation Engineers provides trip generation statistics or a project specific study acceptable to the *Development Services Manager*.

NOTE: When Developers of new subdivisions or other developments are conditioned by the City to build or install Master Planned Traffic Circulation System improvements, the City will provide them full credits towards the Traffic Impact Fee. Any excess funds due the Developer will be reimbursed per City of Oxnard Resolution No. 10,272.

VI. GROWTH REQUIREMENT CAPITAL FEE - A.K.A., “GROWTH DEVELOPMENT FEE” (Resolution Nos. 10,275, 10,996 & 12,975)

- A. Commercial Development Projects. A fee of \$0.60 for each square foot of covered space constructed is imposed on commercial development projects. The term “Commercial Development” includes, but is not limited to quasi-public facilities such as hospitals, day care centers, convalescent homes, cemeteries, etc.
- B. Industrial Development Projects. A fee of \$0.60 for each square foot of covered space constructed, and a fee of \$0.04 for each square foot of uncovered space provided (excluding parking and landscape areas required by the City) are imposed on industrial development projects.
- C. Residential Development Projects. A fee of \$1.16 for each square foot of covered space constructed (including garages and accessory structures, but excluding patios) is imposed on residential development projects.
- D. Mobile Home Park Development Projects. A fee of \$1.75 for each square foot of mobile home pad constructed is imposed on mobile home park development projects.

IX. OTHER DEVELOPMENT FEES

A. Other City fees that may be applicable:

1. Air Quality Impact Fee / Air Pollution Impact Mitigation Fee - Contact Planning and Environmental Services Division at (805) 385-7858. (City of Oxnard Res. No. 9556.)
2. Quimby (Park) Fee - Contact Planning and Environmental Services Division at (805) 385-7858. (City of Oxnard Ord. No. 2683.)
3. Park Acquisition and Development Tax - Every person constructing a new dwelling unit in the city is taxed and shall pay to the city the following fee for each new dwelling unit (City of Oxnard Ord. No. 1421, 2031, Muni. Code Chapter 13 Article IV):
 - a. One or less bedrooms, \$150.00;
 - b. Two bedrooms, \$200.00; and
 - c. Three or more bedrooms, \$250.00
4. Public Art Program - Contact Planning and Environmental Services Division at (805) 385-7858. (City Council Resolution 14,124)
 - a. All new development shall be required to participate in the Public Art Program.
 - 1.) Public art shall be provided for projects governed by a specific plan or other equivalent master plan. Such public art shall be installed according to the conditions set forth in the Public Art Element of the respective specific plan or master plan. If the project is to be constructed in phases, the conditions of approval shall specify when the artwork shall be installed.
 - 2.) All new development, with the exception of attached and detached additions to residential dwelling units, shall pay a public art fee of \$0.20 per square foot of roofed building area. Such fee shall be paid prior to issuance of a building permit.
 - b. Definitions
 - 1.) "New development" means a new building on a vacant site, an addition to an existing building on a site, a new building on a developed site, or a change in land use type which requires a discretionary permit.
 - 2.) "Project governed by a specific plan" means a new building on a vacant site, an addition to an existing building on a site, a new building on a developed site, or a change in land use type which requires a discretionary permit in a specific plan area, or other master planned area in which a Public Art Element is an element of the specific plan or master plan.
 - c. The value of the artwork to be installed as part of a specific plan or master plan shall be specified by the Public Art Element of such plan.
7. General Plan Maintenance Fee collected at time of permit by City of Oxnard Planning Division is equal to 0.24% of the Valuation of any building permit. Contact Planning at (805) 385-7858.

B. Non-City Fees that may be applicable:

3. Ventura County Traffic Mitigation Fee (In accordance with the "Reciprocal Traffic Mitigation Agreement" approved by the City of Oxnard and the County of Ventura on February 2, 1993) - Contact Ventura County Transportation Department, Planning and Traffic Division at (805) 654-2047.



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4.**

DATE: February 18, 2020

TO: City Council

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

SUBJECT: Award Contract to Harbour Constructors for Pilaster Jacket Repairs at Mandalay Bay Seawalls Project PW 17-16.

RECOMMENDATION

That the City Council:

1. Award and authorize the Mayor to execute Agreement A-8206 in the amount of \$634,000 to Harbour Constructors Co. for the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project PW 17-16;
2. Approve \$63,400 for Project contingency for the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project;
3. Approve \$63,400 for engineering, inspection, survey and project management for the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project, and
4. Approve budget appropriation in the amount of \$625,728 from the Waterways Assessment District Fund 121 for completion of the project.

BACKGROUND

The project consists of furnishing all necessary labor, materials, equipment, work signs, cones, and traffic control equipment and other incidental and appurtenant work to repair the deteriorating concrete seawalls built in the 1970s at Mandalay Bay.

The need for repairs is due to a combination of overloading damage and deterioration caused by age and the marine environment. In sections of the existing wall, concrete panels and pilasters have overstressed cracks due to soil loads reaching the wall's carrying capacity. Additionally, there is significant corrosion spalling of the corners of the pilasters and several panels have corroded rebar.

The locations of the project are shown on the attached map. The work is tentatively scheduled to begin in March 2020 and be completed by May 2020. Staff will work closely with the neighborhood council, businesses, and any other affected entities to keep them informed of the schedule. Additionally, door hanger notices will be placed at all of the residences in the project area and signs will be posted along the work route.

CIP Reference: Project No. **191601** - Mandalay Bay Seawalls - CIP 2019-2024 - Adopted April 2, 2019 - Page 79.

DISCUSSION

The notice inviting formal bids (NIFB) on the project was published on October 17, 2019, with bids due on January 7, 2020. The City received the bids listed below:

Harbour Constructors Co.: \$ 634,000.00

Global Diving & Salvage, Inc.: \$ 697,795.90

Harbor Offshore, Inc.: \$1,126,689.00

Zusser Company, Inc.: \$1,654,540.00

The lowest bidder is Harbour Constructors Co. and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Harbour Constructors Co. and its subcontractors. Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractor is 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 Harbour Constructors Co.

The contract is to include the base items as well as additive items 1 through 3 which total \$634,000. Additionally, \$63,400 is required for construction contingency (10% of the contract value) and \$63,400 for the cost for engineering support services and City staff time (10% of the contract value) to perform engineering, inspection, survey and project management (EISPM) services specific to this project during construction. The total estimated cost for this Project is \$760,800 (base bid + additive items + contingency + EISPM).

STRATEGIC PRIORITIES

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

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

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

The total cost for this project shall not exceed \$760,800 and will require a budget appropriation in the amount of \$625,728 from the Waterways Assessment District Fund (121). The current estimated unassigned fund balance in this fund is \$625,728. After approval of this budget appropriation, the projected ending unassigned fund balance at the end of this fiscal year is \$0.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8206 Harbour Constructors
2. Budget Appropriation
3. Mandalay Pilaster Jackets Map
4. Photos of Existing Conditions (Seawall)
5. Bid Tabulation PW 17-16 Pilaster Jacket Repairs
6. Special Districts Legend
7. Special Districts Map

CONTRACT

CITY OF OXNARD CONTRACT FOR PILASTER JACKET REPAIRS AT MANDALAY BAY SEAWALLS PROJECT SPECIFICATION NO. PW 17-16

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and HARBOUR CONSTRUCTORS CO. ("Contractor"). Contractor's license number is 907269.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Pilaster Jacket Repairs at Mandalay Bay Seawalls Project SPECIFICATION NO. PW 17-16 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of six hundred thirty four thousand dollars (\$634,000.00) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every

employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

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

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

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

[signatures on following page]

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

CITY OF OXNARD

CONTRACTOR

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager _____
☐ Lisa Boerner, Purchasing Manager _____
☐ [name] , Buyer _____

Greg Buchanan, CEO² _____ Date _____

Curtis Buchanan, CFO _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) _____ Date _____

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

Agreement No.: A-8206

Exhibit INS-S**INSURANCE REQUIREMENTS FOR UNDERWATER DIVING/CONSTRUCTION CONTRACTS**

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.

Commercial General Liability Insurance, including Contractual Liability which includes underwater activities in an amount not less than \$2,000,000 and/or protection & indemnity coverage at \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

Evidence of Business Automobile Liability and Watercraft 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 or watercraft liability with coverage equivalent to Insurance Services Office Automobile or Watercraft Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

Workers' Compensation Insurance shall be the State of California or United States Longshore and Harbor Workers (USL&H) **[dock]** or Jones Act Coverage as Appropriate (**water**). Limits of liability for State of California and USL&H shall be statutory with Employers Liability Insurance in an amount not less than \$1,000,000 per claimant and \$2,000,000 for Jones Act.

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

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

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

3. Contractor agrees that the Commercial General Liability 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. 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-S or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City

Agreement No.: A-8206

Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1/20

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 sample accord form.

INS-S.doc

ACORD CERTIFICATE OF INSURANCE

(MM/DD/YY)

ISSUE

DATE

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **ASPECIFY COMPANY NAMES IN THIS SPACE**

COMPANY
LETTER **B**

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone: _____		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which) _____	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____	
TYPE OF INSURANCE			

GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		☐ Claims Made Retroactive Date _____ ☐ Occurrence	OTHER PROVISIONS Underwriter's representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: (_____) _____
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$ EACH OCCURRENCE AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		_____ _____ _____	

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

- INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

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

ENDORSEMENT HOLDER	
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
PRODUCER Telephone: _____		ENDORSEMENT NO. _____	ISSUE DATE (MM/DD/YY) _____
NAMED INSURED 		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____	
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER _____		OTHER PROVISIONS 	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ _____ Telephone: (____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed _____	

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

NOW, THEREFORE, we, the undersigned Principal, and _____

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

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

a contract (the "Contract") for the Work described as PILASTER JACKET REPAIRS AT MANDALAY BAY SEAWALLS PROJECT SPECIFICATION NO. PW 17-16.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____
 _____ Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT B

CITY OF OXNARD

**BID SHEETS FOR PILASTER JACKET REPAIRS AT MANDALAY BAY SEAWALLS
PROJECT SPECIFICATION NO. PW 17-16**

Bidder's Name: HARBOR CONSTRUCTORS CO

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 REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
1.	Mobilization and demobilization (5% maximum of Total Bid Price)	1001-4	LS	LUMP SUM	\$9000-	\$9000-
2.	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	\$3000-	\$3000-
3.	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	\$3500-	\$3500-
4.	Concrete Seawall Rehabilitation (Per Jacket)	1901-5	EA	20	\$7400-	\$148000-
5.	Miscellaneous Work and Existing Facilities	1192-4	LS	LUMP SUM	\$25000	\$25000
6.	Repair Spalled Surface Area	1905-4	SF	ALLOWANCE	\$1500	\$1500-
TOTAL BASE AMOUNT:						\$190000-

REVISED B 3a

ADDITIVE ITEM 1:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
	OPTION 1					
7.	Mobilization and demobilization (5% maximum of Total Bid Price)	1001-4	LS	LUMP SUM	\$ 3000 ⁻	\$ 3000 ⁻
8.	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	\$ 2000 ⁻	\$ 2000 ⁻
9.	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	\$ 400 ⁻	\$ 400 ⁻
10.	Concrete Seawall Rehabilitation (Per Jacket)	1901-5	EA	14	\$ 7400 ⁻	\$ 103600 ⁻
11.	Miscellaneous Work and Existing Facilities	1192-4	LS	LUMP SUM	\$ 10,000 ⁻	\$ 10,000 ⁻
TOTAL ADDITIVE ITEM 1 AMOUNT:						\$ 119000 ⁻

ADDITIVE ITEM 2:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
	OPTION 2					
12.	Mobilization and demobilization (5% maximum of Total Bid Price)	1001-4	LS	LUMP SUM	\$ 1000 ⁻	\$ 1000 ⁻

REVISED B 3b

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
	OPTION 2					
13.	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	\$ 1,500 ⁻	\$ 1,500 ⁻
14.	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	\$ 500 ⁻	\$ 500 ⁻
15.	Concrete Seawall Rehabilitation (Per Jacket)	1901-5	EA	15	\$ 7,400 ⁻	\$ 111,000 ⁻
16.	Miscellaneous Work and Existing Facilities	1192-4	LS	LUMPSUM	\$ 10,000 ⁻	\$ 10,000 ⁻
TOTAL ADDITIVE ITEM 2 AMOUNT:						\$ 124,000 ⁻

ADDITIVE ITEM 3:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
	OPTION 3					
17.	Mobilization and demobilization (5% maximum of Total Bid Price)	1001-4	LS	LUMP SUM	\$ 1,000 ⁻	\$ 1,000 ⁻
18.	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	\$ 2,000 ⁻	\$ 2,000 ⁻
19.	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	\$ 400 ⁻	\$ 400 ⁻

REVISED B 3c

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
	OPTION 3					
20.	Concrete Seawall Rehabilitation (Per Jacket)	1901-5	EA	24	\$ 7400 ⁻	\$ 177600 ⁻
21.	Miscellaneous Work and Existing Facilities	1192-4	LS	LUMP SUM	\$ 20000 ⁻	\$ 20000
TOTAL ADDITIVE ITEM 3 AMOUNT:						\$ 201000

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 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs: no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT + ALL ADDITIVE ITEMS

TOTAL BID PRICE IN DIGITS: \$ 634,000⁻

TOTAL BID PRICE IN WORDS: SIX HUNDRED THIRTY FOUR THOUSAND DOLLARS

Contractor must complete all Work within ninety (90) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	4 Nov 19	#03	27 Nov 19
#02	8 Nov 19	#04	5 DEC 19
#05	10 DEC 19		

Bidder's Name (Company): HARBOR CONSTRUCTORS CO

Signature:  Title: PRES

Print: GREG BUCHANAN Date: 6 JAN 2020

REVISED B 3d

REQUEST FOR BUDGET APPROPRIATION**Department:** pecial Districts**Date:** January 29, 2020**Project/Program****Manager:** Omar Ortiz**Phone:** 805-385-7832**Reason for Appropriation:**

Appropriate funds for Agreement A-8206 with Harbor Constructors Co. Project 191601 Mandalay Bay seawalls.

Accounts and Descriptions**MOUNT****Fund:** **121-WATERWAYS ASSESSMENT DIST.****Expenditures/Transfers Out****191601 MANDALAY BAY SEAWALL REPAIR**

121-9816-826.86-04	IMPROVEMENT NOT BLDG NEW	<u>498,928</u>
121-9816-826.84-51	ERVICE FROM OTHER PROG	<u>63,400</u>
121-9816-826.88-02	RE ERVE / FOR CONTINGENCIE	<u>63,400</u>
	ub-total Expenditures	<u>625,728</u>

Net Change to Fund Balance **(625,728)****Net Appropriation Change** **625,728****Approvals**

Department Director _____

Chief Financial Officer _____

City Manager _____

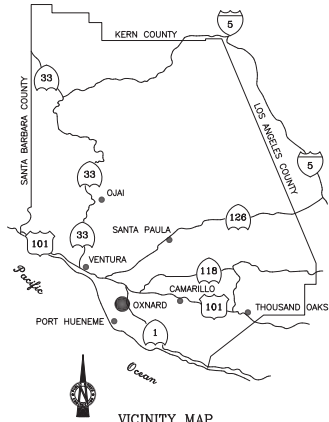


CITY OF OXNARD - CALIFORNIA

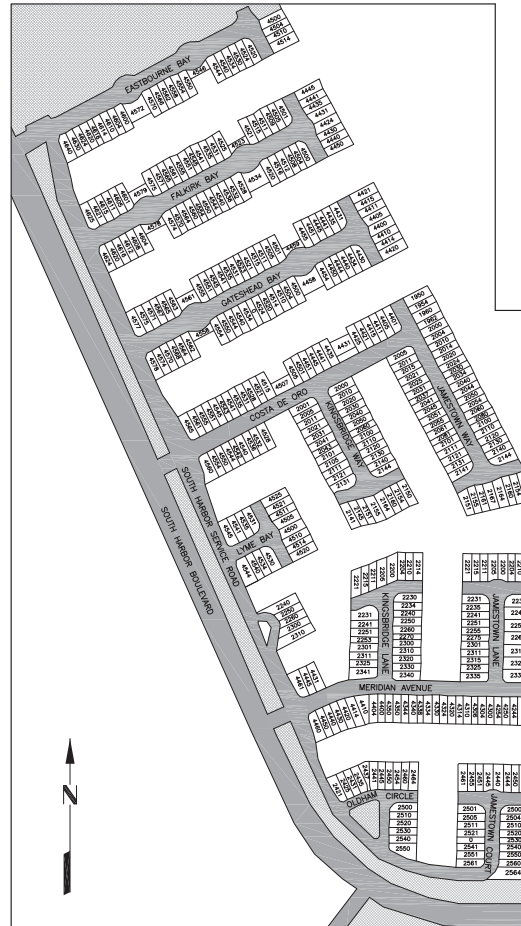
PLANS FOR

PILASTER JACKET REPAIRS, MANDALAY BAY SEAWALLS

SPECIFICATION NO. PW 17-16



VICINITY MAP



LOCATION MAP
SCALE: 1" = 200'

WORK DESCRIPTION

CONCRETE JACKET REPAIRS TO EXISTING
CONCRETE PILASTERS ON THE BOISE SEAWALL.

WORK LOCATION

BID OPTIONS	ITEMS	ADDRESS
BASE BID	J11-J10	2301-2311 SOUTH VICTORIA AVENUE
	J11-J20	2101-2131 SOUTH VICTORIA AVENUE
	J21-J27	2321-2341 MONACO DRIVE
BID OPTION 1	J28-J33	2341-2351 SOUTH VICTORIA AVENUE
	J34	2121-2131 RAVOLI DRIVE
	J35	4045 ISCHIA DRIVE
BID OPTION 2	J36-J37	4015 ISCHIA DRIVE
	J38-J43	4000-4016 NICE COURT
	J44-J49	2501-2521 SOUTH VICTORIA AVENUE
BID OPTION 3	J50-J60	2000 PENINSULA ROAD - 4040 WEST HEMLOCK STREET
	J61-J73	2014-2044 PENINSULA ROAD

SHEET INDEX

T-1	TITLE SHEET & LOCATION MAP
S-1	STRUCTURAL NOTES
S-2	SITE PLANS - BASE BID
S-3	SITE PLANS - BID OPTION 1
S-4	SITE PLANS - BID OPTION 2
S-5	SITE PLANS - BID OPTION 3
S-6	EXISTING WALL DETAILS
S-7	PILASTER REPAIR DETAILS

100%
DRAWINGS
10-15-2019



TranSystems
6 HUTTON CENTRE DRIVE
SUITE 1250
SANTA ANA, CA 92707
PHONE: 714-708-6890
FAX: 714-242-0642

REVIEWED BY:	
DEVELOPMENT SERVICES	TRAFFIC DIVISION



DIAL TOLL FREE
1-800-422-4133
AT LEAST TWO DAYS
BEFORE YOU DIG

UNDERGROUND SERVICE ALERT(S) OF SOUTHERN CALIFORNIA

RECORD DRAWING

I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING NO. _____
SHEET NO. _____ THROUGH _____ MARKED AS "RECORD DRAWING" HAS BEEN
CONSTRUCTED IN CONFORMANCE WITH LINES AND GRADES AS SHOWN ON
SAD PLANS, DRAWINGS, REFERENCED SPECIFICATIONS, AND APPROVED
CHANGE ORDERS, AS INDICATED IN THE REVISION BLOCK.

DATE

SIGNATURE

NAME

INSPECTOR

REVISIONS

DATE

DESCRIPTION

BY

REVIEWED BY:

DATE

DATE

DATE

CITY OF OXNARD		PUBLIC WORKS	
CAPITAL PROJECTS DIVISION		STREET DIVISION	
PILASTER JACKET REPAIRS			
TITLE SHEET & LOCATION MAP			
MANDALAY BAY SEAWALLS			
APPROVED:	City Engineer: Travis E. Anderson R.E.C. 53947	Design: Travis E. Anderson Date: 05-11-20	Drawn: _____
SCALE:	AS SHOWN	SHEET NO. 1	OF 8
PREPARED BY:	ECN	DRAWING NUMBER	17-03A T-1
CHECKED BY:	CCD		







This is a tabulation of bid results and not an offer of award or contract. The City reserves the right to reject all bids.

PILASTER JACKET REPAIRS AT MANDALAY BAY SEAWALLS

Specification No. PW 17-16

Owner: City of Oxnard

Bid Opening: 1/7/20				Harbour Constructors Co.		Global Diving & Salvage, Inc		Harbor Offshore, Inc.		Zusser Company, Inc.	
				17892 Jamestown Lane Huntington Beach, CA 92647		3840 W. Marginal Way Seattle, WA 98106		4411 Dupont Court, Suite 130 Vnetura, Ca 93003		528 Palisades Drive, #504 Los Angeles, CA 90272	
				#1		#2		#3		#4	
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization and demobilization (5% maximum of Total Bid Price)	LS	1	\$9,000.00	\$9,000.00	\$15,019.00	\$15,019.00	\$13,912.00	\$13,912.00	\$35,000.00	\$35,000.00
2	Traffic Control And Public Convenience And Safety	LS	1	\$3,000.00	\$3,000.00	\$11,940.00	\$11,940.00	\$5,731.00	\$5,731.00	\$10,000.00	\$10,000.00
3	Storm Water Pollution Prevention Plan	LS	1	\$3,500.00	\$3,500.00	\$8,050.00	\$8,050.00	\$5,750.00	\$5,750.00	\$20,000.00	\$20,000.00
4	Concrete Seawall Rehabilitation (Per Jacket)	EA	20	\$7,400.00	\$148,000.00	\$12,859.40	\$257,188.00	\$13,323.00	\$266,460.00	\$12,000.00	\$240,000.00
5	Miscellaneous Work and Existing Facilities	LS	1	\$25,000.00	\$25,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$430,000.00	\$430,000.00
6	Repair Spalled Surface Area	SF	ALLOWANCE	\$1,500.00	\$1,500.00	\$840.00	\$840.00	\$9,093.00	\$9,093.00	\$900.00	\$900.00
	Total Base Amount				\$190,000.00		\$294,037.00		\$305,946.00		\$735,900.00
152	Additive Item 1 (Option 1)										
7	Mobilization and demobilization (5% maximum of Total Bid Price)	LS	1	\$3,000.00	\$3,000.00	\$2,300.00	\$2,300.00	\$2,866.00	\$2,866.00	\$5,000.00	\$5,000.00
8	Traffic Control And Public Convenience And Safety	LS	1	\$2,000.00	\$2,000.00	\$1,900.00	\$1,900.00	\$6,764.00	\$6,764.00	\$3,000.00	\$3,000.00
9	Storm Water Pollution Prevention Plan	LS	1	\$400.00	\$400.00	\$1,150.00	\$1,150.00	\$5,750.00	\$5,750.00	\$5,000.00	\$5,000.00
10	Concrete Seawall Rehabilitation (Per Jacket)	EA	14	\$7,400.00	\$103,600.00	\$7,420.21	\$103,882.94	\$15,177.00	\$212,478.00	\$12,000.00	\$168,000.00
11	Miscellaneous Work and Existing Facilities	LS	1	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$90,000.00	\$90,000.00
	Total Additive Item 1				\$119,000.00		\$110,232.94		\$232,858.00		\$271,000.00
	Additive Item 2 (Option 2)										
12	Mobilization and demobilization (5% maximum of Total Bid Price)	LS	1	\$1,000.00	\$1,000.00	\$2,300.00	\$2,300.00	\$5,545.00	\$5,545.00	\$5,000.00	\$5,000.00
13	Traffic Control And Public Convenience And Safety	LS	1	\$1,500.00	\$1,500.00	\$1,900.00	\$1,900.00	\$6,764.00	\$6,764.00	\$3,000.00	\$3,000.00
14	Storm Water Pollution Prevention Plan	LS	1	\$500.00	\$500.00	\$1,150.00	\$1,150.00	\$5,750.00	\$5,750.00	\$5,000.00	\$5,000.00
15	Concrete Seawall Rehabilitation (Per Jacket)	EA	15	\$7,400.00	\$111,000.00	\$7,052.60	\$105,789.00	\$14,924.00	\$223,860.00	\$12,000.00	\$180,000.00
16	Miscellaneous Work and Existing Facilities	LS	1	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$90,000.00	\$90,000.00
	Total Additive Item 2				\$124,000.00		\$112,139.00		\$246,919.00		\$283,000.00

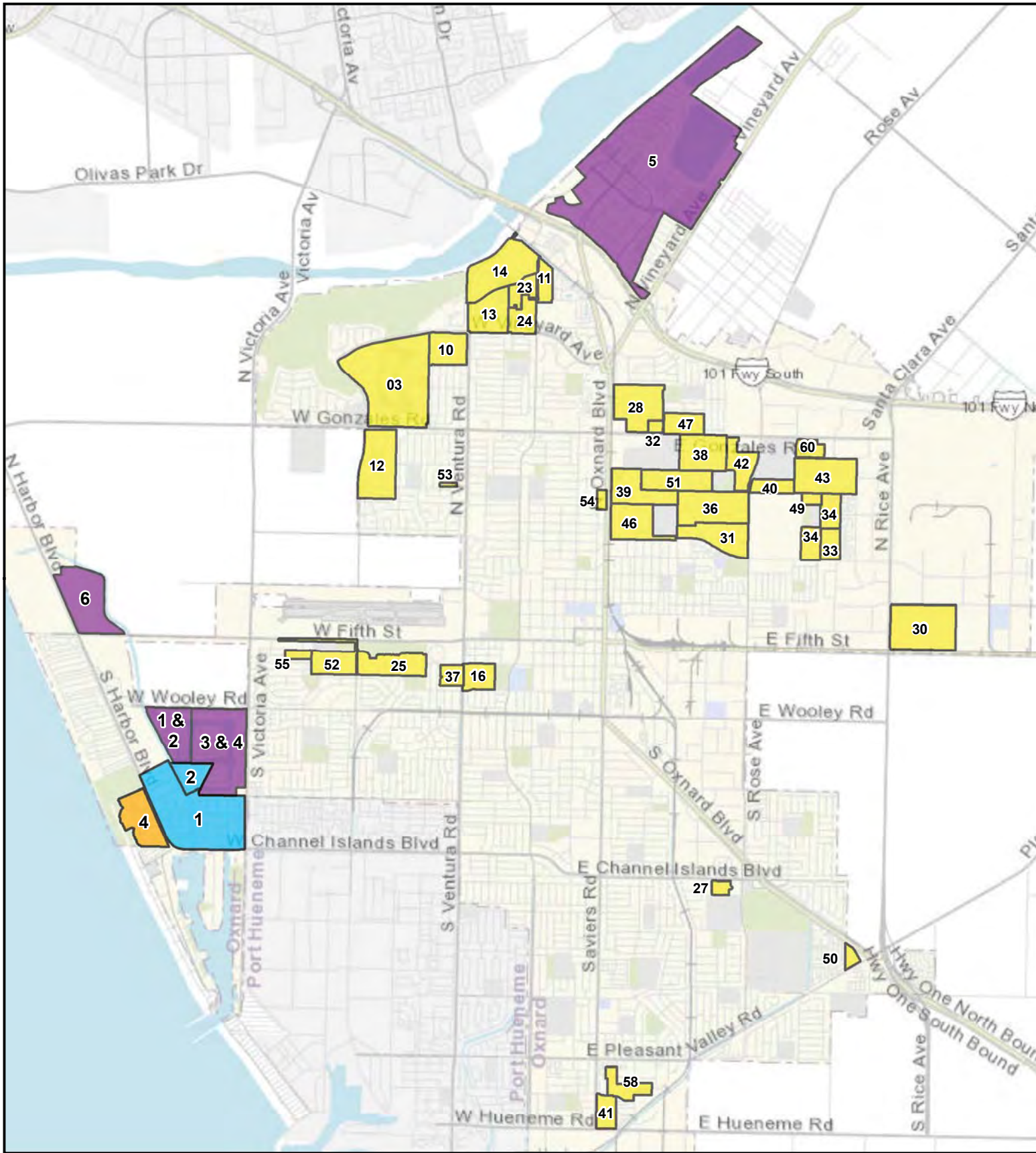
ITEM #K-4

	Additive Item 3 (Option 3)										
17	Mobilization and demobilization (5% maximum of Total Bid Price)	LS	1	\$1,000.00	\$1,000.00	\$9,000.00	\$9,000.00	\$3,004.00	\$3,004.00	\$5,000.00	\$5,000.00
18	Traffic Control And Public Convenience And Safety	LS	1	\$2,000.00	\$2,000.00	\$1,900.00	\$1,900.00	\$6,764.00	\$6,764.00	\$2,000.00	\$2,000.00
19	Storm Water Pollution Prevention Plan	LS	1	\$400.00	\$400.00	\$1,150.00	\$1,150.00	\$5,750.00	\$5,750.00	\$5,000.00	\$5,000.00
20	Concrete Seawall Rehabilitation (Per Jacket)	EA	24	\$7,400.00	\$177,600.00	\$7,014.04	\$168,336.96	\$13,352.00	\$320,448.00	\$12,000.00	\$288,000.00
21	Miscellaneous Work and Existing Facilities	LS	1	\$20,000.00	\$20,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$90,000.00	\$90,000.00
	Total Additive Item 3				\$201,000.00		\$181,386.96		\$340,966.00		\$390,000.00
Total Bid Amount Submitted					\$634,000.00		\$697,796.00		\$1,126,689.00		\$1,679,900.00
					\$634,000.00		\$697,795.90		\$1,126,689.00		\$1,679,900.00
										Less Small Local Business Purchasing Preference	
										Total Bid Amount	

Community Facilities Districts	
2 - Westport	5 - Riverpark
4 - Seabridge	
Landscape Maintenance Districts	
3 - RiverRidge	38 - Aldea Del Mar
10 - Country Club	39 - El Sueno Promesa
11 - St. Tropaz	39 - DR Horton
12 - Standard Pacific	40 - Cantada
14 - California Cove	41 - Pacific Cove
16 - California Lighthouse	42 - Cantabria/Coronado
13 - Le Village	43 - Greenbelt
23 - Greystone	46 - Daily Ranch
24 - Vineyards	47 - Sycamore Place
25 - The Pointe	49 - Cameron Ranch
27 - Rose Island	50 - PV Senior Housing
28 - Harborside	51 - Pfeiler
30 - HAAS Automation	52 - Wingfield
31 - Rancho De La Rosa	53 - Huff Court
32 - Oak Park	54 - Meadow Crest
33 - El Paseo	55 - Wingfield West
34 - Sunrise Pt/Sunset Cove	58 - Westwind
36 - Villa Sta Cruz/Villa Carmel	60 - Artisan
37 - Pacific Breeze	
Maintenance Assessment District	
4 - Mandalay Bay/Beach Main	
Waterway Assessment Districts	
Zone 1 - Mandalay Bay	Zone 2 - Harbor Island

CITY OF OXNARD ASSESSMENT DISTRICTS

ITEM # C-4



- Maintenance Assessment District (District No.)
- Community Facilities District (District No.)
- Waterway Assessment District (Zone No.)
- Landscape Maintenance District (District No.)





**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5.**

DATE: February 18, 2020

TO: City Council

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

SUBJECT: Award Agreement A-8204 to Kennedy Jenks Consultants Inc., for Construction Management Services for the Hueneme Road Recycled Water Pipeline Phase II Project PW 17-42.

RECOMMENDATION

That the City Council award and authorize the Mayor to execute Agreement A-8204 in an amount of \$733,120 with Kennedy Jenks Consultants Inc., for Constructability Review, Construction Management, Observation and Inspection Services for the Hueneme Road Recycled Water Pipeline Phase II Project PW17-42 (Project no. 106002). (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The next section of the Groundwater Recovery Enhancement and Treatment (GREAT) program's recycled water pipeline will run along Hueneme Road from the end of the first phase of the pipeline at Olds Road and terminate at Wood Road. The length of this portion of high-density polyethylene (24" HDPE) pipe is three (3) miles.

The purpose of the Phase II pipeline is to bring recycled water to the large agricultural customers on the east side of the Oxnard Plain. The City is presently using a pipeline owned by Calleguas Municipal Water District (Calleguas) to deliver recycled water to this area. This is a temporary arrangement and Calleguas will be using its pipeline for its intended use as a brine discharge line in the near future; the City will no longer have access to it by the end of next year.

Many agricultural customers along Hueneme Road have agreed to allow the City to install the Phase II Pipeline within their property. Installing the pipeline within private property is a substantial cost savings as opposed to constructing the pipeline within Ventura County's roadway. Traffic control for the project will be kept to a minimum by installing the pipeline outside of the roadway prism. Easements for the pipeline will be recorded for the portions of the pipeline within private property. In the areas where the customers will not allow the pipeline to be installed within their property, the pipeline will be built in the County of Ventura's right of way. County staff has indicated that the area of the proposed pipeline project is outside of the coastal zone and will not need a Coastal Commission permit.

DISCUSSION

The notice inviting request for proposals (RFP) from qualified consultants for Construction Management Services for the Project was published on March 21, 2019, and all proposals were due on April 22, 2019. The specific work for this contract includes Constructability Review, Construction Management, Observation and Inspection services which will provide assurance that the Construction being performed is in conformance with the contract specifications, and Standard Specifications for Public Works Construction (Green Book). The selected consultant team is to work closely with the City's Project Manager and staff to successfully complete the project and protect the interest of the City.

The City received six (6) proposals in total from Parsons, MNS Engineers, Kennedy Jenks, Filippin Engineering, Cordoba Corporation and AECOM. Interviews were held on June 17, 2019. City staff consisting of the Assistant Public Works Director, City Engineer, and Wastewater Infrastructure Manager evaluated qualifications for all consultants and recommend Kennedy Jenks as the most qualified firm to satisfactorily provide Construction Management Services for this Project. Following this determination, staff reviewed all documentation received from Kennedy Jenks. Staff verified and approved possession of the required currently valid certificate of insurance and has no reason at this time to believe that the consultant is not legally responsible, which means trustworthy, fit and capable to satisfactorily complete the work under this agreement. Thus, staff recommends that the contract for this scope be awarded to Kennedy Jenks.

STRATEGIC PRIORITIES

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

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

Objective 4a. Implement CIP plans.

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5a. Develop and implement a sustainability program.

FINANCIAL IMPACT

There is currently \$11.280 million available funding from Hueneme Road Recycled Water Pipeline Phase II (Project No. 106002, Resource Development Fee – Fund 603). This amount will be sufficient to cover the constructability review, construction management, observation, and inspection for this project.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on January 28, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Professional Services Agreement A-8204 (KJ)
2. Hueneme Pipeline Phase II_Proposal_KJ (1)

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

- (1) Agreement Start Date: January 22, 2020
- (2) Consultant: Kennedy/Jenks Consultants, Inc.
- (3) Services: Construction management services for Hueneme Road Pipeline Project
- (4) Schedule of Services: See Exhibit A – Scope of Services
- (5) Agreement Ending Date: January 31, 2023
- (6) Total Agreement Amount: \$733,120
- (7) City’s Project Manager: Jorge Espinoza, Project Manager
- (8) Consultant’s Project Manager: Jeff Savard, P.E., Principal-in-Charge
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:
 - FOR CONSULTANT:*
2775 N. Ventura Rd., Suite 100
Oxnard, CA 93036
Attn: Jeff Savard, P.E., Principal-in-Charge
 - FOR CITY:*
305 W. Third St., Third Floor
Oxnard, CA 93030
Attn: Jorge Espinoza, Project Manager
- (11) Contact Emails:
 - CONSULTANT’S PROJECT MANAGER:*
JeffSavard@kennedyjenks.com
 - CITY’S PROJECT MANAGER:*
jorge.espinoza@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- Exhibit A - Scope of Services
- Exhibit B - Rates and Costs
- Exhibit C - Insurance (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no

fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or

dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

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

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not

subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity,

gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

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

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

30. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

KENNEDY/JENKS CONSULTANTS, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name] , Buyer

Jeff Savard, P.E., Vice President² _____ Date _____

Donald R. Weiden, Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) _____ Date _____

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

EXHIBIT A SCOPE OF SERVICES

Public Works Construction Inspection services will consist of all items of work necessary to complete detailed construction per the Project plans and specifications, and in accordance with the 2015 edition of Public Works Construction Green Book, to accomplish the objectives as further identified below:

1. SUMMARY OF THE WORK PLAN

Performing this scope of services, the work plan will be based upon Consultant's CM Guidelines augmented by City construction policies, procedure and standard forms. A project specific CM Plan addressing project organization, roles and responsibilities, documentation, reporting and other matters will be prepared within two (2) weeks after receiving the City's notice to proceed (NTP). Consultant has configured its project team to perform all required contract administration and inspection functions required to implement the project in accordance with the contract documents. The foregoing includes designation of a Support Inspector (SI) if needed for double shift or weekend work. Resources will be drawn from the Oxnard office.

2. PROJECT CONTROL

Consultant inspectors will maintain redlined sets of drawings. Accurate monthly updates by the contractor are a prerequisite for progress payment approval. Using Procore (Web based electronic document management system providing 24/7 access for all project participants), the Consultant CM and document management clerk will log, process and track all correspondence, submittals, RFI's and other documents received from the contractor. Logs will be reviewed and items becoming due or overdue will be discussed during each weekly progress meeting. To avoid project delays caused by overdue submittals, or otherwise, Consultant will pay special attention to working with the designer to ensure timely review. Consultant inspector will coordinate public outreach with City staff as well as with the public, outside agencies (such as Caltrans, Ventura County and railroad) and emergency services. Consultant Inspector will also provide input for the City's project website and newsletters. Consultant Inspector will maintain quality control logs, including for backfill compaction, testing and pipeline leakage and deflection testing. Each daily inspection report will include quality control/quality assurance and testing discussion. Consultant will confirm that HDPE pipelines butt fused joints are completed properly, pipe zone compaction meets specifications requirements for proper side support and that pipeline thermal expansion and contraction are managed.

3. MEETINGS

Consultant will employ a comprehensive standardized weekly meeting agenda which includes safety/traffic control, public outreach/information, permit and environmental compliance, two-week look ahead schedule review, submittal and RFI status, progress payment status, PCO and change order status, quality assurance/quality control, materials testing and special inspection and field problem resolution. Items will be serialized and will remain in the minutes until resolved.

4. CONSTRUCTION INSPECTION AND COORDINATION

Consultant Inspector will coordinate with the materials testing and special inspection and geotechnical engineer of record firms retained by the City for compaction testing and to confirm trench bottom/foundation suitability and other matters. Consultant Inspector will use the City's PW Inspection Daily Report Form. Extensive use of digital photos will be made to document preconstruction conditions (including pavement condition) and each stage of the work and problem areas. Deficient work, should it occur, will be tracked and corrected using our Non-Complying Work Correction System. Deficient work will be withheld from progress payments. Consultant Inspector will monitor that the contractor is abiding by its Injury and Illness Prevention Plan and the encroachment permits and environmental mitigation monitoring response plan requirements.

Consultant will ensure that the contractor always abides by OSHA trench safety/shoring requirements, including having its competent person on site. Open trench limitations and trench backfilling and/or plating requirements will also be enforced. Consultant Inspector will also ensure that the contractor establishes and maintains effective traffic control, as per the encroachment permits and approved traffic control plan. Consultant CM and Inspector will work with the contractor to develop a high performing team which can address construction lighting and visibility issues. Consultant CM and document control clerk will log, track and process RFI's and other documents using Procore. To expedite responsiveness, RFI's not requiring design engineer input will be responded to by our CM team.

5. SUBMITTALS

All submittals will be received, logged and processed using Procore. Our CM will coordinate with the design engineer daily to ensure that submittal reviews are completed in a timely manner with attention to priority submittals. All submittal review comments will be reviewed for clarity before returning them to the contractor. Close attention will be paid to submittal comments which may constitute extra work. Submittal status is a standing agenda item at each weekly progress meeting. Approved submittals will be issued to our inspector so that field confirmation of delivered materials, etc. can be made.

6. CONSTRUCTION SCHEDULE

The contractor's submittal of accurate updated construction schedules is a prerequisite for progress payment approval. Should the project start to fall behind schedule Consultant CM will work with the contractor to develop a recovery schedule to bring it back on track. Consultant CM will monitor that the two week look-ahead schedules, which will be reviewed at each weekly progress meeting, are consistent with actual progress and the updated CPM project schedule. Consultant CM will prepare the weekly statement of working days and provide it to the contractor.

7. CHANGE ORDERS

Using Consultant's PCO/CCO system and Procore, Consultant CM will track, process and negotiate potential change orders and change orders while ensuring compliance with the City's Purchasing and Change Order Policy. Each PCO will be sequentially numbered and have its own file into which all

documents related to it will be placed. PCO's and CCO's will be a standing agenda item during each weekly progress meeting. In addition, Consultant CM will conduct biweekly change order negotiation meetings with the contractor's PM. The first step will establish entitlement. The extra work claimed may already be included in the contract. Consultant CM will prepare an independent cost estimate with which to negotiate the change order. T&M change orders will be tracked by Consultant Inspector using the City's daily extra work or force account forms. Upon completion of change order negotiation Consultant CM will package several PCO's to create the change order for City PM signature and process it with the progress payment. Immediately after NTP, Consultant CM will meet with the contractor's PM to agree upon a schedule of values based upon the bid schedule and bid breakdown, which is suitable for progress payment purposes.

8. CONTRACTOR PAYMENT

Using the approved schedule of values and daily inspection reports Consultant CM and Inspector will review each progress payment request and determine acceptable quantities of work for payment. To prevent overpayment, Consultant will ensure that quantities paid out are consistent with quantities of acceptable completed work, as documented by daily inspection reports. Consultant CM will then meet with the contractor's PM and will prepare the progress payment using City approved forms. Approved change orders will be included. Updated CPM schedule, record drawings and certified payrolls and lien releases will be prerequisites for payment. Deficient work and stop payment notice amounts will be withheld from payment. Progress payment and change order status will be a standing agenda item for weekly progress meetings.

9. PROJECT COMPLETION AND CLOSE-OUT

Consultant CM and Inspector will implement the specified closeout requirements as well as those dictated by the City's construction policies. Consultant will conduct the final walkthrough to generate the final punch list and will ensure that each item is properly completed and signed off. This will include obtaining sign offs from affected agencies including Caltrans, Ventura County and the railroad. Items remaining from preliminary punch lists and non-complying work logs will be added. Sign offs will also be obtained from private property owners whose properties may have been used for soils disposal. Consultant Inspector will reconcile the contractor's final record drawing markups against those of the Consultant and deliver them to the designer for final drafting to create the official record drawing set. Consultant CM will obtain final lien releases, review the final payment request, issue the balancing change order and assist the City's PM in filing the Notice of Completion with the County Recorder's Office. Two electronic (Through Procore flash drive or CD) copies of all field office files will be provided to the City.

10. PROJECT SCHEDULE AND CM/INSPECTION TIME

Construction duration is approximately 15 months, including procurement, Pothole Work, and Construction Work (Contractor Working at Night with some Day work). Inspection will be full time for entire duration of construction including: One (1) inspector for the pothole work and construction work Construction management will be part-time, as needed, to manage the work. Consultant CM and Inspector shall not be the same person.

11. DELIVERABLES

Consultant CM/Inspector will be responsible for preparing and submitting on a weekly basis, including but not limited to:

- Construction agendas and meeting minutes throughout the Project.
- Inspection Daily Reports with documentation of the work completed during each day of the Project.
- Weekly Statement of Working Days.
- Bit Item Quantity Sheets.
- Labeled daily progress photographs.
- Shop drawing submittal, Request for information, Potential change order, Request for change order, Material Testing, Pre-Lim Notices, Releases, etc. logs.
- Monitoring and documenting all approved plan changes.
- Monthly Progress Payment, coordinated with Contractor for payment.
- Project close-out and punch list.
- Public Relations communication and documentation.

All reports will be accessible through Consultant CM/Inspector's external website or by other paperless means available to maintain the entire construction file (record drawings, meetings, RFI's submittal logs, change orders, payment requests, etc.) and appurtenant documentation, as required, for City review of documents. Two (2) electronic copies of the entire construction file will be submitted as part of the Final Project Closeout.

Consultant has proposed a separate CM and Inspector and provided a Support Inspector for double shift (day and night) work and potential weekend work and/or when multiple work headings require added coverage. Consultant has budgeted the work, assuming that within the 15-month contract time, procurement/pipe fabrication will require about three (3) months. Hence, actual construction work will occur over a 12-month period. As noted, we will employ Procore as the electronic document management system which allows 24/7 access for all project participants. All deliverables listed will be provided electronically. Record drawings markups will be provided as redlined full-sized drawing paper copies.

EXHIBIT B RATES AND COSTS

City of Oxnard
Hueneme Road Recycled Water Pipeline Phase II Project CM\$

K/J Fee Proposal

Construction Management Services			2020												Total Hours	Total Price
Project Staffing Plan			Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
Months	Billing Rate		20	19	21	22	21	20	21	22	20	22	19	20		
Work Days Per Month																
K/J Team Staffing																
Construction Manager	Bill Yates	\$ 215	60	40	0	0	0	48	48	48	48	48	48	48	436	\$ 93,740
QA/Senior Advisor	John Bergen	\$ 215	40	40	0	0	0	0	2	2	2	4	4	4	98	\$ 21,070
Inspector	Tom Lo Bue	\$ 205	0	0	0	0	0	20	20	20	160	176	152	160	708	\$ 145,140
Support Inspector	Ernesto Vergara	\$ 175	0	0	0	0	0	0	0	0	16	16	16	16	64	\$ 11,200
Document Management	Gaby Lara	\$ 85	20	20	0	0	0	32	32	32	32	32	32	32	164	\$ 22,440
Total K/J Team Staff																\$ 293,590
Expenses			\$0	\$0	\$0	\$0	\$0	\$0	\$250	\$250	\$250	\$500	\$500	\$500		\$ 2,250
Total by Year															1570	\$ 295,840

Construction Management Services			2021													Total Hours	Total Price
Project Staffing Plan			Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec			
Months	Billing Rate		20	19	21	22	22	20	22	22	20	22	19	20			
Work Days Per Month																	
K/J Team Staffing																	
Construction Manager	Bill Yates	\$ 220	48	48	48	48	48	48	48	48	48	0	0	0	432	\$ 95,040	
QA/Senior Advisor	John Bergen	\$ 220	4	4	4	4	4	4	4	4	4	4			36	\$ 7,920	
Inspector	Tom Lo Bue	\$ 210	160	152	168	176	176	160	176	176	0	0	0	0	1344	\$ 282,240	
Support Inspector	Ernesto Vergara	\$ 180	16	16	16	16	16	16	16	16	16	0	0	0	128	\$ 23,040	
Document Management	Gaby Lara	\$ 90	32	32	32	32	32	32	32	32	32	0	0	0	256	\$ 23,040	
Total K/J Team Staff																\$ 431,280	
Expenses			\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500		\$ 6,000	
Total by Year															2196	\$ 437,280	

Assumptions:

- 1) June 2020 NTP. 15 month construction contract duration.
- 2) Three month submittal/procurement period at beginning of project.
- 3) Materials testing /special inspection provided by City retained firm. Any periodic grade verification would also be provided by City surveyors or retained firm.
- 4) Inspection hourly rates are prevailing wage. Night work is paid at 1.5 times straight time rate.
- 5) Inspector assumed to work nights only. Support Inspector will work days only and assumes 4 hours/week day work is required.

Total Recommended Budget \$ 733,120

1410119

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

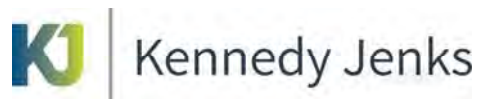
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered	
		CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS	
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$	
		EACH OCCURRENCE	AGGREGATE
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed: _____	

CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: <u>cityofoxnard@ebix.com</u> Via Fax: 678-259-1007	AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ <i>(original signature required)</i> Telephone: () Date Signed _____
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November 25, 2019

Mr. Jorge Espinoza
City of Oxnard
Capital Projects Management
Public Works Department
305 West Third Street, East Wing, 2nd Floor
Oxnard, CA 93030

Subject: Updated Proposal to Perform Public Works Construction Management, Observation and Inspection Services for the Hueneme Road Recycled Water Pipeline Phase II Project

Dear Jorge:

As requested at our meeting 13 November 2019, Kennedy/Jenks Consultants (Kennedy Jenks) is pleased to provide an updated proposal for the Hueneme Road Recycled Water Pipeline Phase II Project to include constructability review services.

Attached is the updated fee estimate which includes constructability review services. Also attached is our original proposal dated April 22, 2019 for construction management, observation and inspection services for your reference. Based on our discussion, it is our understanding that the City will be finalizing the design by the end of 2019 and would like Kennedy Jenks to perform constructability review of the completed design documents. The constructability review would occur in January/February 2020 with the goal of advertising for construction bids in March 2020. The City anticipates construction commencing June 2020.

The additional scope for the constructability review includes the following:

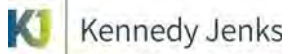
- 1) Review the 100 percent design documents and provide constructability review comments to the City.
- 2) Review and respond to the City's responses to our 100 percent constructability review comments.
- 3) Review the updated/final design documents to confirm our constructability review comments have been incorporated and provide any additional comments to the City.

Constructability review comments will be summarized in a spreadsheet. The spreadsheet will be organized so that the City will be able to respond to review comments directly on the spreadsheet.

Kennedy Jenks will email the spreadsheet review summary to the City. It is assumed that the responses from the City will be returned electronically for Kennedy Jenks to respond to accordingly.

The additional budget established for the constructability review is \$42,100. The new total fee estimate including construction management, observation and inspection services increases from \$691,020 to \$733,120.

For over 20 years, Oxnard has entrusted Kennedy/Jenks to deliver technical excellence and client service on your infrastructure needs. We are highly motivated and fully committed to working with you to successfully deliver your project. Jeff Savard is authorized to negotiate contract terms and make



Mr. Jorge Espinoza
November 25, 2019
Page 2

binding agreements on behalf of Kennedy Jenks. Please contact Jeff at (805) 973-5719 with questions or if you would like to discuss our proposal further.

Very truly yours,
Kennedy/Jenks Consultants, Inc.

A handwritten signature in blue ink, appearing to read 'Jeff T. Savard', with a stylized flourish at the end.

Jeff Savard, P.E.
Principal-in-Charge

A handwritten signature in blue ink, appearing to read 'William C. Yates', with a stylized flourish at the end.

William Yates, P.E.
Construction Manager

Enclosures

City of Oxnard
Hueneme Road Recycled Water Pipeline Phase II Project CMS

K/J Fee Proposal

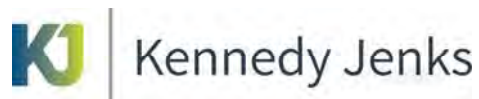
Construction Management Services		2020													
Project Staffing Plan															
Months	Billing Rate	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Hours	Total Price
Work Days Per Month		20	19	21	22	22	20	22	22	20	22	19	20		
K/J Team Staffing															
Construction Manager	Bill Yates	\$ 215	60	40	0	0	48	48	48	48	48	48	48	436	\$ 93,740
QA/Senior Advisor	John Bergen	\$ 215	40	40	0	0	0	2	2	2	4	4	4	98	\$ 21,070
Inspector	Tom Lo Bue	\$ 205	0	0	0	0	20	20	20	160	176	152	160	708	\$ 145,140
Support Inspector	Ernesto Vergara	\$ 175	0	0	0	0	0	0	0	16	16	16	16	64	\$ 11,200
Document Management	Gaby Lara	\$ 85	20	20	0	0	32	32	32	32	32	32	32	264	\$ 22,440
Total K/J Team Staff															\$ 293,590
Expenses		\$0	\$0	\$0	\$0	\$0	\$0	\$250	\$250	\$250	\$500	\$500	\$500		\$ 2,250
Total by Year														1570	\$ 295,840

Construction Management Services		2021													
Project Staffing Plan															
Months	Billing Rate	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Hours	Total Price
Work Days Per Month		20	19	21	22	22	20	22	22	20	22	19	20		
K/J Team Staffing															
Construction Manager	Bill Yates	\$ 220	48	48	48	48	48	48	48	48	0	0	0	432	\$ 95,040
QA/Senior Advisor	John Bergen	\$ 220	4	4	4	4	4	4	4	4	0	0	0	36	\$ 7,920
Inspector	Tom Lo Bue	\$ 210	160	152	168	176	160	176	176	0	0	0	0	1344	\$ 282,240
Support Inspector	Ernesto Vergara	\$ 180	16	16	16	16	16	16	16	0	0	0	0	128	\$ 23,040
Document Management	Gaby Lara	\$ 90	32	32	32	32	32	32	32	0	0	0	0	256	\$ 23,040
Total K/J Team Staff															\$ 431,280
Expenses		\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500		\$ 6,000
Total by Year														2196	\$ 437,280

Assumptions:

- 1) June 2020 NTP. 15 month construction contract duration.
- 2) Three month submittal/procurement period at beginning of project.
- 3) Materials testing /special inspection provided by City retained firm. Any periodic grade verification would also be provided by City surveyors or retained firm.
- 4) Inspection hourly rates are prevailing wage. Night work is paid at 1.5 times straight time rate.
- 5) Inspector assumed to work nights only. Support Inspector will work days only and assumes 4 hours/week day work is required.

Total Recommended Budget \$ 733,120



April 22, 2019

City of Oxnard
Purchasing Division
300 West Third Street
Oxnard, CA 93030

Subject: Proposal to Perform Public Works Construction Management, Observation and Inspection Services for the Hueneme Road Recycled Water Pipeline Phase II Project

Dear Sirs:

With a 100 year history in California of providing planning, design and construction management services for all types of water and wastewater infrastructure and a full service Oxnard office, Kennedy/Jenks Consultants (Kennedy/Jenks) is pleased to provide this proposal to perform Public Works Construction Management, Observation and Inspection Services for the Hueneme Road Recycled Water Pipeline Phase II Project. We propose an efficient, experienced and local CM team with in-depth pipeline construction experience to serve as owners' agent, project advocate and facilitator providing leadership for the overall project team.

Kennedy/Jenks delivers the following distinct advantages:

WE WILL HANDLE YOUR PROJECT CHALLENGES: The City of Oxnard (City) has implemented the Groundwater Recovery Enhancement and Treatment (GREAT) Program, a comprehensive water resources effort to increase local water supply reliability. A major component of the GREAT Program is the Phase 2 (Segment A) Recycled Water Backbone System (RWBS). The Phase 2 (Segment A) RWBS will include a pipe distribution system with capacity to convey recycled water from the Advanced Water Purification Facility (AWPF) to potential users throughout the City and vicinity areas. Phase 2 (Segment A) RWBS is the installation of recycled water transmission pipelines and service turnouts. Approximately 40,800 feet of pipeline has been installed from the AWPF to several points along the north end of the City of Oxnard. The Hueneme Road Recycled Water Pipeline Phase 1 project has been completed. This project, Phase 2 (Segment A), connects to Phase 1 at Olds Road and installs approximately 16,700 feet of 36" HDPE pipe along Hueneme Road to the intersection of Wood Road and Hueneme Road. *Our proposed CM team understands the requirements for installation of large diameter butt fused solid wall HDPE pipe as well as open cut and trenchless installation methods working around and protecting sensitive existing utilities. Our team is also experienced with Caltrans, County of Ventura and local encroachment permit requirements, night work construction, traffic control, keeping the public informed and minimizing community impacts.*

LOCAL EXPERIENCED CM and INSPECTOR: Bill Yates, P.E. brings over 35 years of leading construction management teams on large projects for public agencies focusing on water/wastewater facilities. His water and wastewater design and constructability review experience provides him with additional insights which compliment those of the City and designer and will facilitate field problem resolution. His experience includes construction management for the City's Blending Station No. 3 Supply Pipelines project which involved construction of 6,000 feet of 24-36" diameter pipelines. Ken Cameron brings over 30 years of inspection experience on all types of pipelines up to 144" diameter

including working with 2,000 feet of 24" diameter HDPE pipe for a Camarillo Sanitary District project and two additional projects totaling 2,500 feet of 6" and 54" HDPE pipe. Both Ken and Bill are within 20 minutes of the jobsite and will be responsive to the City's needs.

QUALITY + SCHEDULE: We will provide a proven CM team possessing relevant technical expertise to manage your construction risks and provide peace of mind. Of paramount importance is the safety of all project participants. Our CM team will ensure that the contractor abides by its safety program. The most common causes of claims on underground projects are due to delay and changed conditions. Our proposed CM staff are proactive problem solvers and know the local construction conditions, contractors, subcontractors, suppliers, and how to work within congested rights of way.

BENCH STRENGTH + AVAILABILITY: Kennedy/Jenks provides a deep bench of experienced and available water/wastewater CM professionals who are committed to the overall success of your project. Our CM team matches all requested roles and they are team players who are responsive and effective communicators.

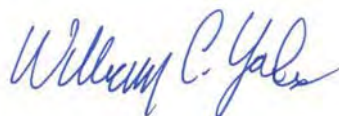
For over 20 years, Oxnard has entrusted Kennedy/Jenks to deliver technical excellence and client service on your infrastructure needs. We are highly motivated and fully committed to working with you and your designer to successfully deliver your project. Jeff Savard is authorized to negotiate contract terms and make binding agreements on behalf of Kennedy/Jenks. Please contact Jeff at (805) 973-5719 with questions or if you would like to discuss our proposal further.

Very truly yours,

Kennedy/Jenks Consultants, Inc.



Jeff Savard, P.E.
Principal-in-Charge



William Yates, P.E.
Construction Manager

Enclosure

Introduction. Founded in 1919, Kennedy/Jenks Consultants, a full-service national engineering and construction management firm with its local office located in Oxnard is pleased to submit this proposal to provide Public Works Construction Management, Observation and Inspection Services for the Hueneme Road Recycled Water Pipeline Phase II Project.

Phase 2 (Segment A), connects to Phase 1 at Olds Road and installs approximately 16,700 feet of 36" HDPE pipe along Hueneme Road to the intersection of Wood Road and Hueneme Road. The alignment of the pipeline intersects several road crossings, the Oxnard Drainage District No. 2's Mugu Drain, Caltrans Right of Way at State Hwy 1, and several oversized existing utilities. The presence of these features will require the use of both trenchless and open trench construction.

*No matter how thorough the contract documents are, unforeseen utilities and conditions are often encountered on large complex pipeline projects. This will require an experienced CM team who can hit the ground running and promptly address field problems before they can cause costly delays and claims. Kennedy/Jenks proposes a concise yet highly experienced CM team who understand local construction conditions and reclaimed water pipeline construction including working with butt-fused solid wall HDPE pipe using open cut and trenchless construction and addressing trench compaction testing, existing utility protection, night work, traffic control, Caltrans and City encroachment permit compliance and other critical aspects all while minimizing community impacts and disruption. All team members are familiar with the APWA Green Book requirements. Providing leadership, serving as owners' agent and project advocate and facilitator, our CM team is committed to working closely with the City's Project Manager and staff and the construction contractor to successfully complete the project and protect the interests of the City. **We practice collaborative and responsive CMS.***

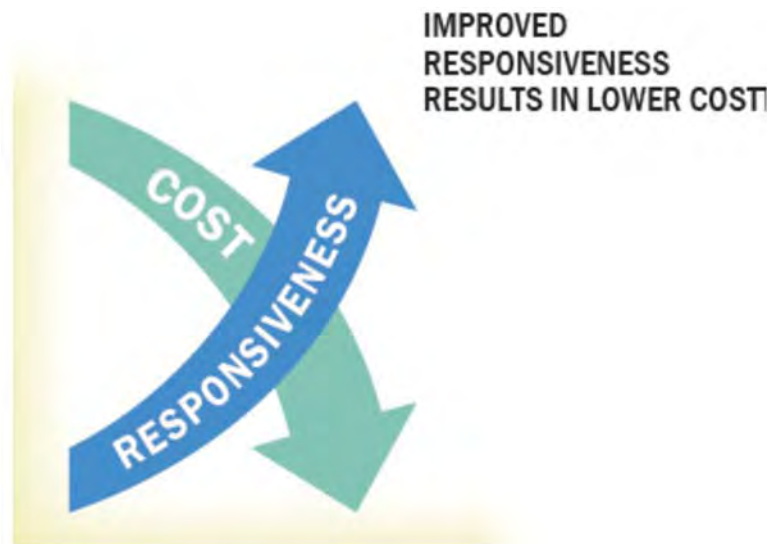


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Tab B – Company Profile/ Experience
Tab C – Acknowledgement
Tab D – Scope of Services
Tab E – References
Tab F – Cost/Budget Narrative
Tab G – Bidder Attachment

Tab A – Proposal Checklist

Name of Company: Kennedy/Jenks Consultants

Service to provide: Public Works Construction Management, Observation and Inspection
Services for Hueneme Road Recycled Water Pipeline Phase II Project

Main Point of Contact: Jeff Savard, PE

E-mail: jeffsavard@kennedyjenks.com

Phone: 805.973.5719

Tab A Proposal Submission Checklist

General Bidder Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

	Page Number
☒ Tab A: Proposal Checklist (<i>this page</i>)	4
☒ Tab B: Company Profile/ Experience	6
☒ Tab C: Acknowledgements	8
☒ Tab D: Scope of Services	11
☒ Tab E: References	22
☒ Tab F: Cost/Budget Narrative	26
☒ Tab G: Bidder Attachment	27

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, Jeff Savard, a duly authorized agent of Kennedy/Jenks Consultants

Printed Name of Agent/Officer

Name of Organization

hereby certify that Kennedy/Jenks Consultants by submission of this proposal in response to the

Name of Organization

solicitation agree upon contract award to carry out the requirements specified, and obligations set forth therein.

Signature:



Date: 4/22/2019

Title of Agent/Officer: Vice President

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Tab B - Company Profile/Experience

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE: Kennedy/Jenks Consultants, Inc. Corporation.

2. Company overview and disclosure of services or activities performed, including:

- a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. BIDDER'S RESPONSE: Kennedy /Jenks Consultants is employee owned. Approximately 140 of our approximately 380 employees have purchased and hold approximately 78% of the outstanding shares of KJ. The Employee Stock Ownership Plan (ESOP) feature within the KJ Profit Sharing Retirement Plan (PSRP) holds approximately 22% of the outstanding shares. ESOP shares are allocated to accounts of PSRP Participants holding an interest in the ESOP investment. Approximately 180 of our approximately 380 employees currently hold an interest in the ESOP investment. Approximately 100 of those 180 employees also are employee investors. No KJ contributions have been made to any Oxnard elected officials.

b. BIDDER'S RESPONSE: See the organizational charts under Tab G showing the company hierarchy (Attachment 1) and the proposed project team (Attachment 2).

c. BIDDER'S RESPONSE: The company was founded 1919 and has been providing water and wastewater planning, design and construction management services since that time. Names under which the firm has operated are as follow:

Engineering Office of Clyde C. Kennedy (1919-1956)

Kennedy Engineers 1956-1972 a Partnership

Kennedy Engineers Inc. 12/22/71 a Corporation

After incorporation on 12/22/71 the corporation has changed its name on three occasions:
Kennedy Engineers Inc. (12/22/71 – 9/19/79)

Kennedy/Jenks Engineers, Inc. (9/19/79 – 10/30/85)

Kennedy/Jenks/Chilton, Inc. (10/30/85 – 4/27/91)

Kennedy/Jenks Consultants, Inc. (4/27/91 - Present)

d. BIDDER'S RESPONSE: The work will be performed out of Kennedy/Jenks' Oxnard office located at 2775 N Ventura Rd #100, Oxnard, CA 93036. 10 employees are in the office.

3. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: None.

4. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE: *KJ strives to satisfy our clients and meet the requirements of our agreements for services. Virtually all design for construction involves job controversies during construction, which despite attention, occasionally give rise to negotiation, mediation, arbitration or litigation. Similar to consulting firms of our size and within our geographic area and fields of practice, KJ is and has been over its operating history a defendant in a few lawsuits. Our policy is to maintain insurance to protect our clients and practice, and pursue early resolution of claims through negotiation, mediation and other alternate dispute resolution methods. We have been very successful in our claims resolution activities, with very few claims resolved by court judgments in our more than our 100 years of operation. In the opinion of KJ management, the resolution of current claim or litigation matters will not have a material adverse effect upon the Company or our ability to perform the services requested.*

5. List the members of your organization who are authorized to negotiate the Agreement.

BIDDER'S RESPONSE: All company officers are authorized to negotiate agreements. Oxnard office Vice President and client service manager Jeff Savard has been designated as the company officer to negotiate this agreement.

6. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Position Title
- b. Current Responsibilities
- c. Qualifications/Experiences
- d. Education
- e. Certifications/licenses, if applicable
- f. List other pertinent information that will assist in evaluating Bidder's qualifications.

a. **BIDDER'S RESPONSE:** See Tab G, Attachments Nos. 3-8.

b. **BIDDER'S RESPONSE:** See Tab G, Attachments Nos. 3-8.

c. **BIDDER'S RESPONSE:** See Tab G, Attachments Nos. 3-8.

d. **BIDDER'S RESPONSE:** See Tab G, Attachments Nos. 3-8.

e. **BIDDER'S RESPONSE:** See Tab G, Attachments Nos. 3-8.

f. **BIDDER'S RESPONSE:** See Tab G, Attachments Nos. 3-8.

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Tab C - Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Bidder(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship have no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Bidder Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable**:

- a. Termination
- b. Indemnification
- c. Limitation of Liability
- d. Insurance
- e. Conflict of Interest
- f. Governing Law
- g. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

BIDDER'S RESPONSE: No.

2. Evidence of Insurability/Business Licenses

All Bidder(s) shall submit evidence of all required insurance. If awarded the contract the Bidder has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Bidder shall certify to the possession of any and all current required licenses or certifications. Bidder must provide a copy of current business license or other applicable licenses.

3. **Transition (If applicable)**

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

- a. Continue delivering services until notified otherwise; and
- b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent Contractor(s); and
- c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
- d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Bidder. This solicitation is available for electronic download at www.publicpurchase.com.

Bidders must address all points in this section. All questions are in italicized font in the box.

Summary of Services

Public Works Construction Inspection services shall consist of all items of work necessary to complete detailed construction per the enclosed plans and specifications, and in accordance with the 2015 edition of Public Works Construction Green Book to accomplish the objectives as further identified below:

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

BIDDER'S RESPONSE: Kennedy/Jenks confirms that it will perform this scope item as required/described herein. Performing this scope of services, the work plan will be based upon Kennedy/Jenks' CM Guidelines augmented by City construction policies, procedure and standard forms. A project specific CM Plan addressing project organization, roles and responsibilities, documentation, reporting and other matters will be prepared within two weeks after receiving the City's notice to proceed. Kennedy/Jenks has configured its project team (as shown on the project team organization chart) to perform all required contract administration and inspection functions required to implement the project in accordance with the contract documents. The foregoing includes designation of a Support Inspector if needed for double shift or weekend work. Resources will be drawn from the Oxnard office.

2. Project Control

Under this task, the CM shall manage the construction of the Project in an organized fashion to completion, including tracking project schedule, record keeping, correspondence, meetings, and project administration, invoicing and coordination.

CONSULTANT will ensure that the following is accomplished prior to, during and following construction:

Maintain ability to communicate via telephone from the project sites. Each member of the Construction Management team will be equipped with their Company's cellular phone and a laptop computer equipped with an air card to quickly and easily transfer data to and from the field.

Coordinate with the contractor to ensure that an accurate set of record drawings are kept on site and up to date. At a minimum, contractor's record drawings will be reviewed on a weekly basis.

Document and track, the following: work progress, contract payments, RFI's, submittals, executed and potential change orders, progress photographs, a 2-week look ahead and any other construction issues.

Coordinate Public Outreach such as door hangers, CMS boards, no parking zones, location & progress of the work with stakeholders on a daily basis.

Coordinate with City staff to ensure that City activities and responsibilities are addressed and appropriately scheduled so as not to affect the progress of the work.

Construction Inspector shall provide weekly communications, unless otherwise warranted, with City staff and provide as much notice as possible concerning potential project issues.

Represent the City's interests in dealing with contractor, subcontractors, Caltrans, Ventura County, Railroad, other agencies and impacted residents. All general public issues and questions shall be coordinated through City staff.

Maintain quality control on all work of consultants, construction contractors and subcontractors.

Provide monthly billing/invoicing to the City which includes general communication, weekly project chronicle identifying on-site personnel and billing time, and necessary components to provide a complete billing no later than the 5th of each month.

BIDDER'S RESPONSE: Kennedy/Jenks confirms that it will perform this scope item as required/described herein. Having accurate record drawings is crucial for pipeline O&M and future construction, for example line extensions. Our inspectors also maintain their own redlined set of drawings. Accurate monthly updates by the contractor are a prerequisite for progress payment approval. Using Procore (Web based electronic document management system providing 24/7 access for all project participants) our CM and document management clerk will log, process and track all correspondence, submittals, RFI's and other documents received from the contractor. Logs are reviewed and items becoming due or overdue will be discussed during each weekly progress meeting. Project delays are often caused by overdue submittals so special attention is paid to working with the designer to ensure they are reviewed in a timely manner. Minimizing community disruption and the safety of all project stakeholders are crucial. Effective public outreach/information is an integral part of that. Our inspector will coordinate public outreach with City staff as well as with the public, outside agencies (such as Caltrans, Ventura County and railroad) and emergency services. He will also provide input for the City's project website and newsletters. The City deserves to get what it has paid for namely a quality long lasting fully functional pipeline. Our inspector will maintain quality control logs including for backfill compaction testing and pipeline leakage and deflection testing. Each daily inspection report will include quality control/quality assurance and testing discussion. Key for HDPE pipelines are confirmation that butt fused joints are completed properly, pipe zone compaction meets specifications requirements for proper side support and that pipeline thermal expansion and contraction are managed. Shown below, our inspectors employ our proven Inspection Cycle to ensure contract compliance and deliver quality long lasting facilities.



3. Meetings

CM shall attend and manage weekly construction progress meetings throughout the duration of the Project with City staff, contractor, and other agencies or stakeholders as required.

CM shall develop an agenda, provide meeting minutes and coordinate updated schedule (including 2 week look ahead) for weekly scheduled progress meetings. CM shall ensure contractor updates overall construction schedule on a monthly basis.

BIDDER'S RESPONSE: Kennedy/Jenks confirms that it will perform this scope item as required/described herein. Effective weekly progress meetings which will be conducted by our CM are a key communication and problem-solving tool. We employ a comprehensive standardized weekly meeting agenda which includes safety/traffic control, public outreach/information, permit and environmental compliance, two-week look ahead schedule review, submittal and RFI status, progress payment status, PCO and change order status, quality assurance/quality control, materials testing and special inspection and field problem resolution. Items are serialized and remain in the minutes until resolved.

4. Construction Inspection and Coordination

Inspector shall, prior to start of construction, photograph existing improvements such as streets, driveways, parking lots, sidewalks, etc. that may be damaged by construction activities.

Construction inspection shall ensure construction meets the intent of the Contract Documents and is in accordance with OSHA requirements and other regulating agencies and organizations, including but not limited to all Federal, State, and local safety and trenching requirements.

CM shall maintain a construction inspector at the project site at all times that work is in progress. Project work hours will be 10:00 pm to 6:00 am, Sunday through Thursday. Portions of the work will also require working hours from 7:30 am to 4:30 pm, Monday through Friday.

In addition, the construction inspector shall be available to work during off hours in concurrence with any required off hours construction work. There will be no construction on Weekends or on Ventura County and City of Oxnard recognized holidays.

Construction inspector shall prepare daily construction reports documenting daily construction activity, equipment on-site, personnel on-site, observation time, date, weather conditions, and other pertinent information pertaining to the actual activity completed during each day of the construction contract. Daily reports shall clearly document the activity, timeline of activity, and measured progress of pipe installation for any future reference. Daily reports shall include Bid Item Quantity sheets. Inspector shall adhere to the City of Oxnard PW Inspection Daily Report Forms and Requirements.

Construction inspector shall photo document daily activities, including, but not limited to; excavation, pipe installation, backfill, compaction, appurtenant installation and any other photos necessary to photo document the information identified in the Construction Inspector's daily report. Photos shall be renamed with date taken and a description of the activity or station with which to correlate the photos with the pipeline stationing or specific equipment.

Inspector shall prepare daily reports of deviations and non-conformance to plans and specifications and provide timely response and solutions. Discuss with Contractor appropriate revisions to the methods and procedures used in performing the work. Inspector may not authorize extra construction work or approve construction work that deviates from the Contract Documents.

Requests for Information (RFI)

Provide technical support, coordination with City engineer, constructability review during preparation of responses to construction RFI's, as required.

Maintain an RFI log tracking closed and outstanding RFI's. RFI log shall be updated weekly at a minimum, and reviewed at weekly progress meetings.

Coordinate with City-contracted Geotechnical Consultant for soils and materials testing and deputy inspection services (as warranted) including:

- Observation and testing during backfill of pipeline trench and associated trenches;
- Observation testing during placement of aggregate base and asphalt concrete and trench overlay;
- Engineering support and analysis, as necessary.

BIDDER'S RESPONSE: Kennedy/Jenks confirms that it will perform this scope item as required/described herein. Safety of all project participants and the public is of paramount importance. No project on which an accident or fatality occurs can be considered successful. Along with construction contract administration, detailed inspection is the other key part of effective construction management. He will coordinate with the materials testing and special inspection and geotechnical engineer of record firms retained by the City for

compaction testing and to confirm trench bottom/foundation suitability and other matters. Our inspector will use the City's PW Inspection Daily Report Form. Extensive use of digital photos will be made to document preconstruction conditions (including pavement condition) and each stage of the work and problem areas. Deficient work, should it occur, will be tracked and corrected using our Non-Complying Work Correction System. Deficient work will be withheld from progress payments. Our inspector will monitor that the contractor is abiding by its Injury and Illness Prevention Plan and the encroachment permits and environmental mitigation monitoring response plan requirements. Key to this will be ensuring that the contractor always abides by OSHA trench safety/shoring requirements including having its competent person on site. Open trench limitations and trench backfilling and/or plating requirements will also be enforced. Our inspector will also ensure that the contractor establishes and maintains effective traffic control as per the encroachment permits and approved traffic control plan. Projects with extended periods of night work are especially challenging. Visibility is poor and workers may become tired or inattentive. Proper construction lighting will be critical. Our CM and inspector will work with the contractor to develop a high performing team which can address these issues. Our CM and document control clerk will log, track and process RFI's and other documents using Procore. To expedite responsiveness, RFI's not requiring design engineer input will be responded to by our CM team.



Compliance with traffic control and OSHA trench safety/shoring requirements is crucial. Extended periods of night work create additional challenges.

5. Submittals

Generate and maintain submittal log tracking status, closed and outstanding Submittals. Submittal log shall be updated weekly at a minimum, and reviewed at weekly progress meetings.

Coordinate submittal schedule, submittal timing, with contractor schedule, and notify contractor of deficient submittals.

Provide timely technical support during review of the submittals to ensure compliance with the Contract Documents, as required.

Note that our Design Engineer (Jensen) will provide review and shop drawing log of all submittals. CM must facilitate the submittal, coordination and delivery for timely review and turn-around from any required review parties.

It is the CM responsibility to review the submittals and log to give third party review and ensure that the contractors' submittals comply with the requirements of the Contract Documents. CM shall issue reviewed submittals to inspection team.

BIDDER'S RESPONSE: Kennedy/Jenks confirms that it will perform this scope item as required/described herein. All submittals will be received, logged and processed using Procore. Our CM will coordinate with the design engineer daily to ensure that submittal reviews are completed in a timely manner with attention to priority submittals. All submittal review comments will be reviewed for clarity before returning them to the contractor. Close attention will be paid to submittal comments which may constitute extra work. Submittal status is a standing agenda item at each weekly progress meeting. Approved submittals will be issued to our inspector so that field confirmation of delivered materials, etc. can be made.

6. Construction Schedule

Ensure that contractor submits an updated construction schedule for review with each progress payment.

Provide technical support during review of the construction schedule to ensure compliance with the Contract Documents.

Ensure that a two-week look-ahead schedule is developed in coordination with Contractor and provide bi-weekly schedule at progress meetings, and that the complete project schedule is updated accordingly.

CM shall draft and provide the contractor a Weekly Statement of Working Days at progress meetings.

BIDDER'S RESPONSE: Kennedy/Jenks confirms that it will perform this scope item as required/described herein. Proactive effective schedule control is one of the keys to successful construction management. And, since the most common type of claim on construction projects is due to delay, keeping projects on track is crucial. Receipt of an acceptable baseline CPM schedule early in the project is key. We employ a workshop approach to baseline schedule review to help facilitate this. The contractor's submittal of accurate updated construction schedules is a prerequisite for progress payment approval. Should the project start to fall behind schedule our CM will work with the contractor to develop a recovery schedule to bring it back on track. Our CM will monitor that the two-week look-ahead schedules which will be reviewed at each weekly progress meeting are consistent with actual progress and the updated CPM project schedule. Our CM will prepare the weekly statement of working days and provide it to the contractor.

7. Change Orders

Maintain a Change Order log tracking executed and potential change orders. Change Order log shall be updated weekly at a minimum, and reviewed at weekly progress meetings.

Review potential change order requests. Reviews shall include but not be limited to:

- Maintain potential change and actual change order tracking logs
- Perform a preliminary evaluation and response to change requests (from any party) and review for appropriateness, cost-effectiveness, City confirmation of entitlement, and time impact, prior to issuance of to the contractor for a quote.
- Prepare independent estimates and schedule impact analysis for proposed changes to be used as baseline for negotiations.
- Ensure that appropriate changes are authorized in a timely manner.

Schedule of Values

Provide technical support during review of the construction schedule of values to ensure ensures compliance with the Contract Documents throughout the entirety of the Project. CM shall comply with the City's Purchasing and Change Order Policy.

BIDDER'S RESPONSE: Kennedy/Jenks confirms that it will perform this scope item as required/described herein. We understand that the City has a limited contingency budget which must be reserved for bonafide extra work. We also understand that only the City's PM has the authority to authorize extra work. Using our proven PCO/CCO system and Procore our CM will track, process and negotiate potential change orders and change orders while ensuring compliance with the City's Purchasing and Change Order Policy. Each PCO will be sequentially numbered and have its own file into which all documents related to it will be placed. PCO's and CCO's are a standing agenda item during each weekly progress meeting. In addition, our CM will conduct biweekly change order negotiation meetings with the contractor's PM. The first step is always to establish entitlement. The extra work claimed may already be included in the contract. Our CM will prepare his own independent cost estimate with which to negotiate the change order. T&M change orders will be tracked by our inspector using the City's daily extra work or force account forms. Upon completion of change order negotiation our CM will package several

PCO's to create the change order for City PM signature and process it with the progress payment. Immediately after NTP, our CM will meet with the contractor's PM to agree upon a schedule of values based upon the bid schedule and bid breakdown which is suitable for progress payment purposes.

8. Contractor Payment

Confirm that Contractor's payment requests reflect the items and amounts indicated on the accepted schedule of values.

Inspector shall work with contractor and make sure Quantities Sheets match contractor's quantities on a daily basis.

Confirm Quantity Sheet's compliance with the accepted schedule of values and the requirements of the construction documents.

Measure and verify work progress and earned to date percentages.

CM shall confirm that all conditional & un-conditional releases have been submitted with contractor's invoice prior to payment.

CM shall confirm that Certified Payroll records have been submitted by contractor prior to payment.

Coordinate with the City's Project Manager to develop progress payment and Change Order log tracking executed and potential change orders. Change Order log shall be updated weekly at a minimum, and reviewed at weekly progress meetings.

BIDDER'S RESPONSE: Kennedy/Jenks confirms that it will perform this scope item as required/described herein. Using the approved schedule of values and daily inspection reports our CM and inspector will review each progress payment request and determine acceptable quantities of work for payment. To prevent overpayment, it is crucial to ensure that quantities paid out are consistent with quantities of acceptable completed work as documented by daily inspection reports. Our CM will then meet with the contractor's PM and will prepare the progress payment using City approved forms. Approved change orders will be included. Updated CPM schedule, record drawings and certified payrolls and lien releases will be prerequisites for payment. Deficient work and stop payment notice amounts will be withheld from payment. Progress payment and change order status is a standing agenda item for weekly progress meetings.

9. Project Completion and Close-out

Develop a Punch List including items that require completion prior to release of final retention.

Confirm that Contractor completes all items on the Punch List.

Upon completion of the Punch List, notify the City that the work is ready for final inspection and coordinated final inspection with the contractor, Ventura County, City staff, and participating Stakeholders.

Review Contractor's red-lined as-built drawings and ensure Contractor submits as-built drawings to City's design consultant prior to final project acceptance.

Assist City on issuing Notice of Completion, Balancing Change Order, and final payment.

BIDDER'S RESPONSE: Kennedy/Jenks confirms that it will perform this scope item as required/described herein. Our CM and inspector will implement the specified closeout requirements as well as those dictated by the City's construction policies. They will conduct the final walkthrough to generate the final punch list and will ensure that each item is properly completed and signed off. This will include obtaining sign offs from affected agencies including Caltrans, Ventura County and the railroad. Items remaining from preliminary punch lists and non-complying work logs will be added. Sign offs will also be obtained from private property owners whose properties may have been used for soils disposal. Our inspector will reconcile the contractors final record drawing markups against our own and deliver them to the designer for final drafting to create the official record drawing set. Our CM will obtain final lien releases, review the final payment request, issue the balancing change order and assist the City's PM in filing the Notice of Completion with the County Records Office. Two electronic (Through Procore flash drive or CD) copies of all field office files will be provided to the City.

10. Project Schedule and CM / Inspection Time

Construction duration is Approximately 15 months. Including procurement, Pothole Work, and Construction Work (Contractor Working at Night with some Day work)

Inspection shall be full time for entire duration of construction including:

- One (1) inspector for the pothole work and construction work

Construction management shall be part-time, as needed to manage the work.

CM and Inspector shall not be the same person.



Existing utilities must be protected during the new pipeline installation. Our inspector will coordinate with the contractor and affected utility agencies.

11. Deliverables

CM/Inspector shall be responsible for preparing and submitting on a weekly basis, including but not limited to:

- Construction agendas and meeting minutes throughout the Project.
- Inspection Daily Reports with documentation of the work completed during each day of the Project.
- Weekly Statement of Working Days.
- Bit Item Quantity Sheets.
- Labeled daily progress photographs.
- Shop drawing submittal, Request for information, Potential change order, Request for change order, Material Testing, Pre-Lim Notices, Releases, etc. logs.
- Monitoring and documenting all approved plan changes.
- Monthly Progress Payment, coordinated with Contractor for payment.
- Project close-out and punch list.
- Public Relations communication and documentation.

All reports shall be accessible through CM/Inspector's external website or by other paperless means available to maintain the entire construction file (record drawings, meetings, RFI's submittal logs, change orders, payment requests, etc.) and appurtenant documentation, as required, for City review of documents. Two (2) electronic copies of the entire construction file shall be submitted as part of the Final Project Closeout.

BIDDER'S RESPONSE: Kennedy/Jenks confirms that it will perform this scope item as required/described herein. As shown on the project organization chart we have proposed a separate CM and inspector and provided a support inspector for double shift (day and

night) work and potential weekend work and/or when multiple work headings require added coverage. We have budgeted the work assuming that within the 15-month contract time procurement/pipe fabrication will require about three months hence actual construction work will occur over a 12-month period. As noted, we will employ Procore as the electronic document management system which allows 24/7 access for all project participants. All deliverables listed will be provided electronically. Record drawings markups will be provided as redlined full-sized drawing paper copies.

Tab E - References

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	Las Virgenes Municipal Water District
Address:	4232 Las Virgenes Road, Calabasas, CA 91302
Contact person:	John Zhao
Email address:	jzhao@lvmwd.com
Telephone address:	818-251-2230
Project name:	Project 1: Centrate Storage Tank Construction Management Project 2: Third Digester Construction Management
Dates worked performed:	Project 1: October 2016 – December 2018 Project 2: April 2013 – May 2015
Summary of scope of services:	 Project 1: The Las Virgenes Water District owns and operates the Tapia Water Reclamation Facility (TWRP) and the Rancho Las Virgenes Composting Facility (Rancho). Sludge from the TWRP is pumped to Rancho where it is processed and dewatered. Centrate generated from the dewatering process requires denitrification prior to being sent back to the TWRP. The District stores the Centrate in one of two existing 700,000 gallon glass lined steel tanks while treatment occurs in the other tank. Because the nitrogen limit at Tapia is low (8mg/l), the Centrate tanks must remain in service to attain compliance with discharge permit nitrogen limits. As a result, there is no redundancy in the Centrate treatment system. In order to rectify this situation, the District proceeded with the construction of a new 480,000 gallon glass lined storage tank to allow for Centrate treatment in one of the existing tanks while the other tank is taken out of service for maintenance. Bill Yates and the Kennedy/Jenks team provided construction management services for construction of the new tank. In addition to constructing the centrate storage tank, the project also included tank mixing equipment, process piping and valves, an above ground control station for directing Centrate to and from the

	new storage tank and the existing Centrate tanks, significant over-excavation and recompaction at the new storage tank location, site grading and drainage facilities, instrumentation, electrical and reprogramming of the SCADA control system. Project 2: Bill Yates provided construction management services for the Rancho Las Virgenes Third Digester Project. Construction of the project included a new 1 MG digester and adjacent pumping and mixing building. The construction also included replacement of the existing steam heating system for existing Digesters Nos. 1 and 2 with a new hot water heating system and routing of new hot water supply and return lines from the existing Energy Recovery Building to the new digester building. Kennedy/Jenks worked closely with the Las Virgenes Municipal Water District, the lead agency, and Contractor on this \$6 million project to maintain operation of the existing digesters during construction since interruptions could not occur.
Project cost:	Project 1: \$1.5 million Project 2: \$6 million

Reference 2	
Company name:	Santa Clarita Valley Water Agency
Address:	27234 Bouquet Canyon Road, Santa Clarita, CA 91350
Contact person:	Brian Folsom
Email address:	bfolsom@scvwa.org
Telephone address:	661-297-1600
Project name:	Project 1: ESIPS Pump No. 3 Construction Management Project 2: Magic Mountain Pipeline Phase 4 Inspection Services
Dates worked performed:	Project 1: June 2016 – June 2017 Project 2: February 2019 – present
Summary of scope of services:	Project 1: Bill Yates served as construction manager for replacement of the Santa Clarita Valley Water Agency's Earl Schmidt Intake Pump Station Pump No. 3 and Discharge Piping. This retrofit project included preparation and installation of a 9,750 gpm vertical turbine pump, a 350 Hp TEFC motor and 24-inch

	diameter process control ball valve at the 29,250 gpm rated capacity pump station. The project also included associated discharge piping and valves, motor control center modifications, electrical and instrumentation work and SCADA integration. Coordination with the Agency's engineering and operations staff was critical on this project in order to maintain operation of their Earl Schmidt Water Filtration Plant. Project 2: SCVWA is extending the Magic Mountain Phase 3 Pipeline to a planned reservoir (Magic Mountain Reservoir) in the Mission Village development of Newhall Ranch. The construction of the pipeline is occurring in three phases (Phases 4 through 6) to match the construction phases of the road and utility development by FivePoint Communities. The first phase of the pipeline extension, Magic Mountain Pipeline Phase 4, is approximately 2,300 feet long and includes a 42-inch diameter welded steel pipeline along with valve vaults and related pipeline appurtenances. FivePoint Communities is constructing the pipeline as part of its road and utility construction work, subject to reimbursement by SCVWA. SCVWA selected Kennedy/Jenks to provide inspection services for the project.
Project cost:	Project 1: \$0.55 million Project 2: \$3.1 million

Reference 3	
Company name:	Camarillo Sanitary District
Address:	601 Carmen Drive, Camarillo, CA 93010
Contact person:	Lucia McGovern
Email address:	lmcgovern@cityofcamarillo.org
Telephone address:	805-388-5334
Project name:	Effluent Diversion Pipeline Construction Management
Dates worked performed:	August 2016 – September 2017
Summary of scope of services:	Bill Yates and the Kennedy/Jenks team provided construction management and inspection services for the Camarillo Sanitary District's Effluent Diversion Pipeline. The project included construction of approximately 5,800 lineal feet of 24-inch recycled water pipeline in agricultural lands of which about 900 lineal feet was

	installed as a horizontal directional drill (HDD) crossing under Calleguas Creek. The project also included an approximate 85 foot long jack and bore crossing under an existing drainage channel.
Project cost:	\$2.6 million

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE: See Tab G, Attachment No. 9.

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE: None.

Tab F - Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Bidders must provide fully inclusive blended rates, which are all-encompassing of the Bidder's project-related or supported expenses, including travel expenses. Bidders may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Cost proposal must be all-inclusive and include, but not be limited to, the following administration, travel, training and related costs.

- a) Provide total review hours detailed by partner, senior manager, manager, field supervisor and other staff.
- b) Hourly rate detailed by partner, senior manager, manager, field supervisor and other staff.
- c) The maximum annual cost for the review for each of the two (2) years.
- d) Clerical support and other indirect costs associated with each task.

Tab G - Bidder Attachment

Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the solicitation, bidders shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding “Attachment Number” into the Bidder’s Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

BIDDER’S RESPONSE: Located in “Attachment 1”

2. Proof of non-profit status, if applicable

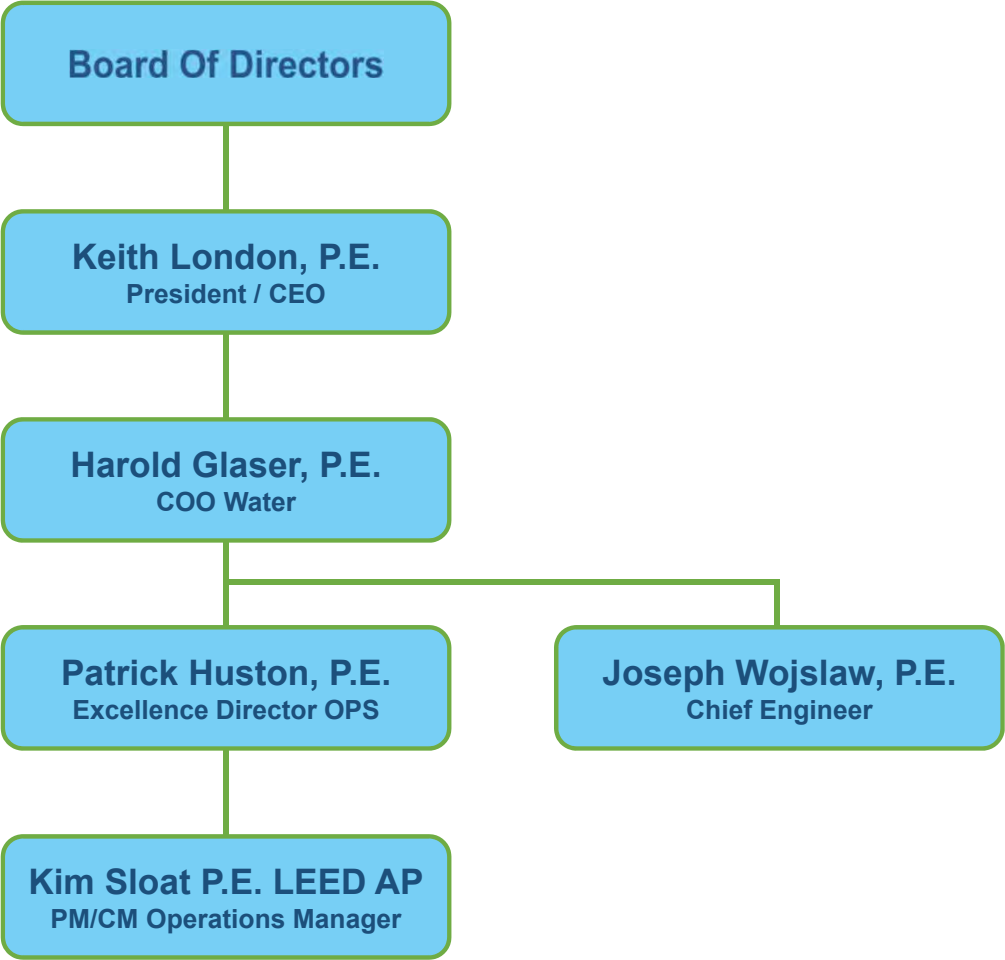
BIDDER’S RESPONSE: Located in “Attachment 2”

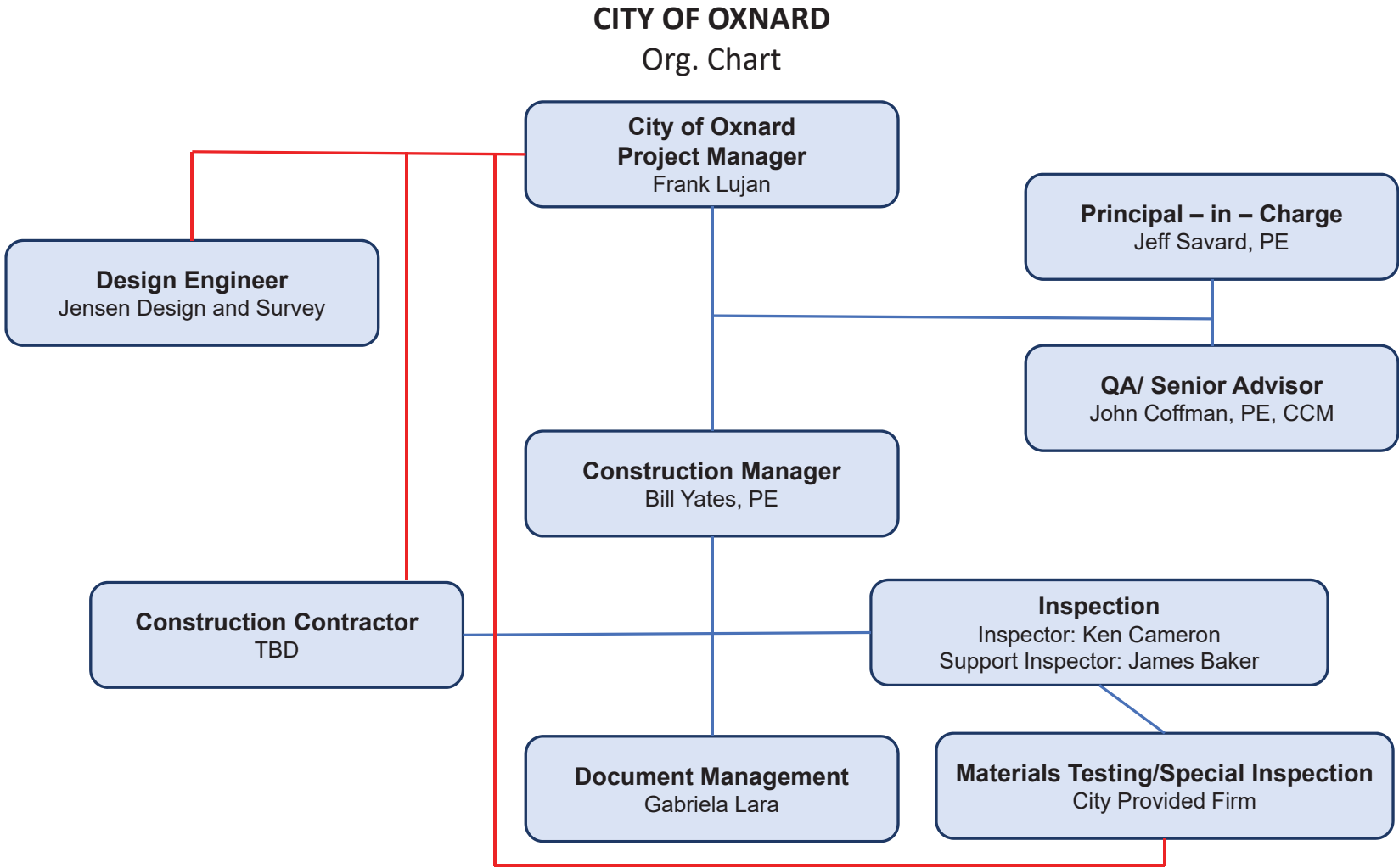
Tab G - Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the solicitation, bidders shall paste in Tab I. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding Attachment Number into the Bidder’s Response box with the words “See Tab G.” List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	<u>Kennedy/Jenks Org. Chart</u>	<u>28</u>
Attachment 2	<u>City of Oxnard Org. Chart</u>	<u>29</u>
Attachment 3	<u>Employee Bios</u>	<u>30</u>
Attachment 4	<u>Employee Bios</u>	<u>31</u>
Attachment 5	<u>Employee Bios</u>	<u>32</u>
Attachment 6	<u>Employee Bios</u>	<u>33</u>
Attachment 7	<u>Employee Bios</u>	<u>34</u>
Attachment 8	<u>Employee Bios</u>	<u>35</u>
Attachment 9	List of Contracts Awarded During Last 3 Years	<u>36</u>
Attachment 10	K/J Fee Proposal	<u>37</u>

KENNEDY/JENKS CONSULTANTS, INC.





Attachment 3

Jeff Savard

Position Title: Principal-in-Charge

Current Responsibilities:

Jeff Savard currently serves as Vice President of the firm and is a Senior project manager and manages many of the Ventura office projects. Current projects include Santa Clarita Valley Water Agency Magic Mountain Pipeline 4 CMS.

Qualification/Experiences:

Project Manager for the planning, preliminary design, final design, and construction management/inspection of the City of Oxnard's Blending Station No. 3 and Well Pumping Facility. The facility included wells, sodium hypochlorite system, ammonia system, office/lab, emergency generator, and fuel tank. Project also included approximately 7,000 feet of conveyance pipelines with diameters ranging from 24-inch to 36-inch as well as a bore-n-jack crossing at the Rose/Gonzales intersection.

Project Manager for the design and construction management/inspection of new reservoir inlet and outlet piping at the City of Santa Monica's Riviera Reservoir. Project involved 18", 24", and 36" diameter butt-fused HDPE piping inside an existing 25 MG reservoir.

Project Manager for the planning, design, and construction management/inspection of the City of Oxnard's GREAT Program Desalter. The project includes a 7.5 MGD treatment plant with Operations Building, Chemical Building, site improvements, and distribution system upgrades.

Project Manager for the City of San Buenaventura's Valley Vista Tank Replacement project. Kennedy Jenks provided construction administration services for the construction of a new one million gallon welded steel reservoir in the North Ventura Avenue area. The old tanks were removed and new native vegetation was planted at the old tank site. Also included in the project was replacement of 1,100 feet of 12-inch PVC water main in Bounds Road to connect the reservoir to the water system and construction of a 1,000-foot long paved access road.

Resident Engineer on the Isla Vista Sewer Replacement Project (Phase 2) for the Goleta West Sanitary Project. The project consisted of deep underground pipeline construction within the streets of a concentrated residential area.

Education: BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, 1990

Certifications/Licenses: Professional Civil Engineer, California (51156)

Attachment 4

John Coffman

Position Title QA/Senior Advisor

Current Responsibilities

Construction Manager of civil engineering design, project management and construction management services. Current projects include Santa Clarita Valley Water Agency Magic Mountain Pipeline 4 CMS.

Qualification/Experiences

600 Zone Booster Pump Station, City of Santa Paula, Santa Paula, CA - *Construction Manager* - The project included a new 1,600 sf masonry building that also included 14' cast in place concrete retaining walls. Other aspects of the project included new vertical turbine pumps, motors, suction and discharge pipelines, electrical and pump installations. The project also included the abandonment of the older 600 Zone Booster Pump Station. Construction was completed in March 2017. Construction cost for this project was \$3.4M.

MG Pre-stressed concrete reservoir and 1 mile ductile iron pipeline/\$6.7 million Represented the City of Santa Paula - *Resident Engineer* - On this project where change orders were 0.25% of Construction Cost, managed bi-weekly meetings, change orders, RFI's, pay requests, and submittals. Coordinated inspections, daily reporting and communications to the City of Santa Paula. Performed the design of grading, drainage, street removal and replacement and jack and bore plans.

5 MG Pre-stressed Concrete Reservoir, Potable Water Tank and 36-inch Diameter Pipelines, Las Virgenes Municipal Water District, Calabasas, CA - *Resident Engineer/Design Engineer* - Design and construction of a \$10.7M 5-MG potable water storage tank and 36-inch diameter twin steel pipelines project. Prepared plans, specifications, estimates, and bidding documents.

78-Inch Welded Steel Water Pipeline, Los Angeles Department of Water and Power, Los Angeles, CA - *Project Engineer* - Prepared construction plans for three miles of river supply conduit in North Hollywood. Also prepared the layout of the jack and bore tunneling. The project utilized an open cut plan and profile, and jacking/tunnel pit.

Water and Wastewater Infrastructure Design for the Tesoro Viejo Community Development, Tesoro Viejo, Inc., Madera, CA - *Project Engineer* - Led the design effort for 15,000 LF of 12-inch and 30-inch raw water pipeline improvements.

Potable Water Pipeline Design on Highway 118 and 34, Ventura County, Ventura, CA - *Project Manager* - Designed four miles of 8- to 12 inch potable water pipeline to replace lines located in heavily congested areas of State Highways 118 and 34 rights-of-way. Prepared specifications, bidding documents, technical memorandum, cost opinions, and secured plan approvals.

Education: BS, Civil Engineering, California Polytechnic State University, 1995

Certifications/Licenses:

Professional Civil Engineer, California (60754)

Certified Construction Manager (7219)

Attachment 5

Bill Yates**Position Title** Construction Manager**Current Responsibilities**

Senior project manager and construction manager for design and construction projects including water treatment, water and sewer pipeline and pump station design, water storage facilities, construction inspection, hydrological and geological studies, water well systems, hydrological analysis testing, storm sewer design, residential land development, airport site selection, and drainage basin, irrigation, and river modeling projects. Current projects include Santa Clarita Valley Water Agency Magic Mountain Pipeline 4, 5, 6A constructability reviews.

Qualifications/Experiences

Camarillo Sanitary District, Effluent Diversion Pipeline – *Construction Manager* Responsible for construction management and inspection services for the District's Effluent Diversion Pipeline. The project included construction of approximately 5,800 lineal feet of 24-inch HDPE recycled water pipeline in agricultural lands of which about 900 lineal feet was installed as a horizontal directional drill (HDD) crossing under Calleguas Creek. The project also included an approximate 85 foot long jack and bore crossing under an existing drainage channel.

Castaic Lake Water Agency, Newhall Parallel – *Project Manager/Engineer* Responsible for project management, coordination, design, and construction management services of 6,000 feet of 54-inch and 48-inch steel pipeline. The project included major coordination with the property developer, connection to an existing 84-inch pipeline and a 700 foot open cut crossing of the Santa Clara River. The crossing included diversion of the 6 MGD river flow, dewatering system, 600 feet of sheet piles, and concrete encasement.

Castaic Lake Water Agency, Lateral Extension and Storage Pipeline – *Project Manager/Engineer* Responsible for project management, coordination, design, and construction management services of 4,000 feet of 42-inch steel pipeline. The project included tying into an existing 48-inch pipeline, 380 feet of concrete encasement, crossing of several large diameter high pressure gas lines, and coordination with several property owners. This was a fast track project with separate contract documents for pipe fabrication and pipeline installation which was completed within 4 weeks.

City of Oxnard, Blending Station No. 3 Supply Pipelines – *Construction Manager* Responsible for construction management services for the installation of approximately 6,000 feet of 36, 27, and 24" pipeline. Construction occurred in major City streets and crossed significant intersections requiring significant coordination with the City, businesses and all city emergency service providers.

Education

BS, Civil Engineering, Colorado State University, 1982

MS, Water Resources Planning and Management, Colorado State University, 1987

Certificates/Licenses

Professional Civil Engineer, California (48658)

Professional Civil Engineer, Oregon (85271)

Attachment 6

Ken Cameron**Position Title** Inspector**Current Responsibilities**

Project Coordinator and inspector working in various aspects of project construction, conception, development, and management. Current projects include Santa Clarita Valley Water Agency Magic Mountain Pipeline 4 CMS.

Qualification/Experiences

Vail Cooper & Associates – Riverside, CA - *Lead Construction Inspector* - California Department of Water Resources, Southern, CA. Served as Lead Inspector for various DWR aqueduct, pumping and power plant projects throughout Southern California. Observed and verified construction of aqueduct turnout structures, including excavation, soil backfill and compaction, slurry backfill, rebar & concrete placement for walls, floors, decks, aqueduct liner, pipe installation (up to 144”), valves, flanges, ARV’s, primer stations, water line pressure testing.

Caltrans, Carpinteria, CA - *Lead Inspector* - \$55M freeway widening and bridge replacement project. Coordinated other inspectors, soil testers, CHP (COZEEP), and traffic control for various aspects of the project, both night and day work. Observed and inspected k-rail installation, underground utilities, grading, base material, asphalt, stripping, lane/road closures, repairs, clearing and grubbing, SWPPP’s & BMP’s, sign installation, traffic accident reporting, monthly bid item quantities, weekly progress meetings, daily reports with digital photos.

City of Camarillo Sanitary District, CA - *Lead Inspector* - 24” HDPE and 16” Restrained PVC reclaimed water lines, fusing & testing of HDPE, potholing utilities, blind flanges, BFV’s, MJ fittings, meter & valve boxes, ARV’s, ductile iron turnouts, jack & bore pit, wale braces & sheet piles, shields, de-watering, shoring, traffic plates, traffic control, sand bedding, backfill, compaction, slurry backfill, concrete thrust blocks, rebar installation, concrete pads, pressure testing, asphalt and sidewalk replacement and repairs.

City of Thousand Oaks, Hill Canyon Wastewater Treatment Plant, Camarillo, CA - *Construction Manager/Lead Inspector* - North & South Headworks Upgrade and the Bio Solids Processing Improvements projects (Two separate projects, contracts & Engineers worked simultaneously). Observed and verified demolition and/or installation of new equipment, pumps, valves, pipes, safety railing, steps, concrete, asphalt, and electrical for the Headworks, Digesters, Fats, Oils & Grease, and the Storm Water Pump Station.

Newhall Land & Farm – Valencia, CA - *Operations Improvement Manager* - Served as Project Manager for the duration of construction on Temporary Fire Station 154 while providing take-off’s, quantity estimates, cost saving changes, and budget estimates prior to start of construction. Worked in coordination with the Community Development Department, Fire Department, Contractors and the County of Los Angeles.

New Turf Construction – Camarillo, CA - *Supervisor* - Coordinated jobs for underground utilities, storm water filter systems, pump stations, tank sites, etc.

Education

BS, Business Management, California Lutheran University, 2001

Certificates/Licenses: N/A

Attachment 7

James Baker**Position Title** Support Inspector**Current Responsibilities**

Construction inspector working in various aspects of project construction, conception, development, and management.

Qualification/Experiences

Construction Inspection and Engineering, Various Construction Projects, Escondido, California – *Inspector* - Observe/inspect foundation excavation, formwork, concrete reinforcement, concrete placement, epoxy anchor retrofit, masonry, structural steel, fireproofing, grading observation & compaction testing, trenching and backfill utilities, monitoring for compliance with codes, and specifications.

Naval Facilities Engineering Command (NAVFAC), P750 Helicopter Maintenance Facility, Coronado, California - *Construction Inspector* - The P750 helicopter maintenance facility was a multi-story, steel framed, 3-bay maintenance hangar with concrete foundation, concrete first and second floors, interior partitions, steel roof deck, masonry walls, deep foundations, and stone columns.

United States Air Force, P111 MALS-39 Aircraft Maintenance Hangar, Camp Pendleton, California - *Construction Inspector* - The MALS-39 Aircraft maintenance hangar included a hangar bay and an attached 2-story administration building with a combined gross area of 37,997 square feet.

Naval Facilities Engineering Command (NAVFAC), 41 Area Barracks, Camp Pendleton, California - *Construction Inspector* - 41 Area at Camp Pendleton was a design-build project with 16 structures, two parking garages, three bridges, and miles of road and utility improvements and the demolition of 10 structures in two separate geographical locations.

Stone Brewery Company, Brewery Packaging Hall, Escondido, California - *Construction Inspector* - Features included a new 59,815-square-foot building, kegging and bottling capacity, storage tank installation and expanded barrel aging program.

United States Marine Corps, Camp Pendleton Water/Wastewater System, Camp Pendleton, California - *Construction Inspector* - This ongoing \$260 million program included new potable and recycled water systems. The program's cornerstone is the 5-million-gallon-per-day Southern Region tertiary treatment plant that consolidates wastewater treatment from outdated sewage treatment facilities.

United States Marine Corps, P-1014 Truck Company Operations Complex, Camp Pendleton, California - *Construction Inspector* - This design-build project constructed a new operations complex for 224 personnel with 200 tactical vehicles.

Education: High School Diploma

Certificates/Licenses

U.S. Army Corps of Engineers CQM Cert. # SW9-02-14-00003
 ICC Certified Reinforced Concrete Special Inspector #8046486
 ICC Certified Structural Masonry Special Inspector #8046486
 ICC Certified Structural Steel & Bolting Special Inspector #8046486
 ACI Certified Concrete Field tech grade 1 #01179560

Attachment No. 8**Gabriela Lara**

Position Title: Document Management

Current Responsibilities:

Gabriela Lara has many years of experience with construction management projects. Part of her experience has been tracking and logging RFIs and submittals and routing for reviews and approvals by team members. She currently serves as project administrator in the Oxnard office. Her project administration duties include project and budget setup, client invoicing, preparation and execution of subconsultant agreements, submitting vendor and subconsultant invoices for approval and payment, and organization and management of project files and deliverables. Gabriela also provides editing and word processing of deliverables.

Qualification/Experiences:

- Santa Clarita Valley Water Agency - Construction Management Inspection and Material Testing Services for Magic Mountain Pipeline Phase 4 & 5 Project
- 600 Zone Booster Pump Station, City of Santa Paula, Santa Paula, CA
- Westlake Pump Station Upgrade Project, Las Virgenes Municipal Water District, Westlake Village, CA

Kennedy/Jenks Consultants Inc.
List of Contracts for Last Three (3) Years

Project Name	Award Date	Type of Services	Contract NTE	Location	Contracting Company	Contact Name	Phone #
WWTP Rehabilitation Phase 1 ESDC & CM	5/1/2015	CM	\$2,149,439.00	Carmel, CA	Carmel Area Wastewater District	Barbara Buikema General Manager	831-624-1248
Kealakehe Wastewater Treatment Plant Aeration Upgrade and Sludge -Removal Construction Management Services	2/26/2015	CM	\$1,924,255.00	Kealakehe, HI	County of Hawaii, Dept of Envir Mgt	Dora Beck, PE Wastewater Division Chief	808-961.8513
600 Zone Booster Pump Station CM	6/29/2015	CM	\$457,778.00	Santa Paula, CA	City of Santa Paula	Brian Yanez Interim Public Works Director	805-933-4212
CM for Rainier Valley Wet Weather Storage – CSO Control Project	3/7/2016	CM	\$1,721,680.00	King County, CA	King County	Elizabeth (Liz) Gaskill Capital Project Manager IV	206-477.5608
Westlake Filtration Plant Expansion	12/8/2015	CM	\$287,305.00	King County, CA	Las Virgenes Municipal Water Dist.	John Zhao	818-251-2100
CM and Inspection Service Order 2 – Digester and Thickener	10/3/2016	CM	\$4,210,413.00	San Jose, CA	City of San Jose	Paul Krukar, Public Works	408-635-6652
Construction Management and Inspection Services, Laguna Treatment Plan – Primary Structure Upgrade – Phase 1	7/1/2016	CM	\$652,595.68	Santa Rosa, CA	City of Santa Rosa	Tracy Duenas Transportation and Public Works	707-543-3800
CM for the Hilo Wastewater Treatment Plant Outfall Repair Project	6/29/2016	CM	\$1,037,659.00	Hilo, Hawaii	County of Hawaii, Dept of Envir Mgt	Dora Beck Wastewater Division Chief	808.961.8513
Jacobs-King County WTD -CM Services for the Georgetown Wet Weather Treatment Station Project (Phase 2B)	1/1/2018	CM	\$2,110,472.00	King County, WA	King County-Jacobs Engineering Group Inc	Jacobs: Jeff Schmidt, Project Manager	425.456.9744
CS-297.D, Provide Construction Safety Oversight and Support for Wastewater Enterprise Construction Projects MCK Americas – Provide Construction Safety Oversight and Support for Wastewater Enterprise Construction Projects	9/27/2016	CM	\$381,305.00	San Francisco, CA	San Francisco Public Utilities	MCK Americas, Inc. Attention: Brendan P. McDevitt	415-656-3264
Construction Management Support Services, Palo Alto RWQCP Sludge Dewatering and Loadout Facility, City CIP#: WQ-14001	6/5/2017	CM	\$375,720.00	Palo Alto, CA	City of Palo Alto	Mr. Michael Jaeger, P.E. Vice President @ Tanner Pacific	650-566-4512
WQCP Wet Weather and Digesters Improvement Project CMS	9/5/2017	CM	\$3,776,250.00	South San Francisco	City of South San Francisco	Matt Ruble, P.E. Acting Principal Engineer	650-829-6220

City of Oxnard
Hueneme Road Recycled Water Pipeline Phase II Project CMS

K/J Fee Proposal

Construction Management Services			2019													
Project Staffing Plan																
Months	Billing Rate	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Hours	Total Price	
Work Days Per Month		20	19	21	22	22	20	22	22	20	22	19	20			
K/J Team Staffing																
Construction Manager	Bill Yates	\$ 215	0	0	0	0	48	48	48	48	48	48	48	336	\$ 72,240	
QA/Senior Advisor	John Coffman	\$ 215	0	0	0	0	0	2	2	2	4	4	4	18	\$ 3,870	
Inspector	Ken Cameron	\$ 205	0	0	0	0	20	20	20	160	176	152	160	708	\$ 145,140	
Support Inspector	James Baker	\$ 175	0	0	0	0	0	0	0	16	16	16	16	64	\$ 11,200	
Document Management	Gaby Lara	\$ 85	0	0	0	0	32	32	32	32	32	32	32	224	\$ 19,040	
Total K/J Team Staff															\$ 251,490	
Expenses			\$0	\$0	\$0	\$0	\$0	\$250	\$250	\$250	\$500	\$500	\$500		\$ 2,250	
Total by Year															1062	\$ 253,740

Construction Management Services																	
Project Staffing Plan			2020														
Months	Billing Rate	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Hours	Total Price		
Work Days Per Month		20	19	21	22	22	20	22	22	20	22	19	20				
K/J Team Staffing																	
218	Construction Manager	Bill Yates	\$ 220	48	48	48	48	48	48	48	0	0	0	432	\$ 95,040		
	QA/Senior Advisor	John Coffman	\$ 220	4	4	4	4	4	4	4				36	\$ 7,920		
	Inspector	Ken Cameron	\$ 210	160	152	168	176	176	160	176	176	0	0	0	1344	\$ 282,240	
	Support Inspector	James Baker	\$ 180	16	16	16	16	16	16	16	16		0	0	0	128	\$ 23,040
	Document Management	Gaby Lara	\$ 90	32	32	32	32	32	32	32	32		0	0	0	256	\$ 23,040
Total K/J Team Staff															\$ 431,280		
Expenses			\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500		\$ 6,000		
Total by Year															1812	\$ 437,280	

Assumptions:

- 1) July 2019 NTP. 15 month construction contract duration.
- 2) Three month submittal/procurement period at beginning of project.
- 3) Materials testing /special inspection provided by City retained firm. Any periodic grade verification would also be provided by City surveyors or retained firm.
- 4) Inspection hourly rates are prevailing wage. Night work is paid at 1.5 times straight time rate.
- 5) Inspector assumed to work nights only. Support Inspector will work days only and assumes 4 hours/week day work is required.

Total Recommended Budget \$ 691,020



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6.**

DATE: February 18, 2020

TO: City Council

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

SUBJECT: Approve AutoZone Parts, Inc. Agreement A-8149 for Fleet Services.

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8149 with AutoZone Parts, Inc. (AutoZone) to provide off-site automotive parts, supplies and services required by the Fleet Services Division, for an amount not to exceed \$4,600,000 and valid through November 30, 2024; and
 2. Ratify the change order to the existing AutoZone Blanket Purchase Order 7155, for parts and supplies needed until Agreement A-8149 is approved by City Council.
- (Public Works and Transportation Committee approved 3-0)

BACKGROUND

Fleet Services (Fleet) currently maintains and manages the City's 917 vehicle and equipment fleet, valued at over \$42 million. This includes in-house preventative maintenance, comprehensive inspection and light to heavy repairs. Fleet is also involved in the procurement process and disposition of City vehicles, including vehicle selection, specifications, outfitting and bid solicitations. Fleet staffs 28 Full-Time Equivalent (FTE) employees, 21 of whom are mechanics. Fleet relies on multiple vendors for parts and supplies on a daily basis to properly maintain vehicles and equipment fleet.

DISCUSSION

AutoZone is an American retailer of aftermarket automotive parts and accessories, the largest in the United States. Founded in 1979, AutoZone has over 6,000 stores across the United States, Mexico, and Brazil.

This Agreement will support the operational requirements for an off-site parts provider by:

1. Having a dedicated parts team and delivery service assigned to Fleet Services
2. Eliminating monthly overhead costs for an on-site parts providing service
3. Inventorying and storing any additional stock at vendors' location
4. Having a delivery time of 30 minutes for in-stock parts during regular or after hours (emergency use)
5. Making AutoZone responsible for parts warranty processing when defective parts are identified by City staff
6. Allowing City access to vendor's nationwide inventory distribution system that will reduce wait time for parts and shorten vehicle/equipment downtime
7. Given AutoZone's purchasing power as a national retail/wholesale parts source, passing on savings to City

The City will be a participating agency in the Omnia Partners/National IPA cooperative agreement R170201 that was competitively solicited on January 13, 2017. The cooperative extends to the City a fifty-percent (50%) discount off

AutoZone's published price list. All required insurance coverage for the Agreement has been verified and approved.

There are additional potential savings to this contract of approximate twenty percent (20%) if the Enterprise Fleet Management Agreement No. 8136 is approved by City Council due to enrolling 375 city vehicles into the maintenance management program.

On December 31, 2019, staff requested that AutoZone Purchase Order #7155 be increased in the dollar amount of \$140,000 and extended through March 5, 2020, while staff finalized the Autozone contract. This increased dollar amount of not to exceed \$980,000 to the Autozone Purchase Order #7155 needs to be ratified by City Council because it was beyond the City Manager's signing authority of \$200,000.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total value of the Agreement has been estimated to be \$4,600,000 through November 30, 2024. In Fiscal Year 2019-20, \$350,000 has been allocated for this Agreement. The Fleet Services Repair Parts (Account 741-7501-853.81-21) is sufficiently budgeted for this amount. In subsequent fiscal years, funds will be budgeted accordingly.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on January 28, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. AutoZone Agreement A-8149
2. National IPA Cooperative Contract R170201 Renewal
3. BPO 7155 CO1 (CM_Mayor Sig)

AGREEMENT FOR TRADE SERVICES COVER PAGE

- (1) Agreement Start Date: _____, 2020
- (2) Vendor: AutoZone Parts, Inc.
- (3) Services: Vendor to provide off-site Automotive Parts and Supplies to the City's Fleet Services Division. Cooperative agreement with Omnia Partners, National IPA Contract #R170201 - Automotive Parts and Supplies
- (4) Agreement Ending Date: November 30, 2024
- (5) Total Agreement Amount: \$4,600,000
- (6) City's Project Manager: Joseph Rodriguez
- (7) Vendor's Project Manager: Dennis Lerchbacker
- (8) Insurance Coverage: INS-I
- (9) What wages are required for this Project?
- ☒ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (10) Addresses for Notice:
- | | |
|---|--|
| <p>FOR VENDOR:</p> <p>123 South Front Street
Memphis, TN 38103
Attn: Dennis Lerchbacker, Development Manager</p> | <p>FOR CITY:</p> <p>1060 Pacific Avenue, Bldg #1 Oxnard, CA
93030
Attn: Joseph Rodriguez, Interim Fleet Manager</p> |
|---|--|
- (11) Contact Emails: Dennis.Lerchbacker@autozone.com Joseph.rodriguez@oxnard.org
- | | |
|--|--|
| <p>VENDOR'S PROJECT MANAGER:</p> <p>Dennis Lerchbacker, Development Manager</p> | <p>CITY'S PROJECT MANAGER:</p> <p>Joseph Rodriguez, Interim Fleet Manager</p> |
|--|--|

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-B)

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

6. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

7. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

8. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as

the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

9. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

10. Additional Work. City may request additional specified work under this Agreement. The Parties must execute an amendment or statement of work detailing the work and rates

11. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all pre-approved, in accordance with Vendor's Reimbursement Policy, reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

14. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to hold harmless, defend and indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 14 are the result of the active negligence or willful misconduct of any of the City, its employees, or its third party contractors.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. If it is finally adjudicated that liability was caused by the active negligence or willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

15. Limitation of Liability. In order for the City to obtain the benefits of the pricing for Goods, the City agrees to limit Vendors liability arising from Vendor's professional acts, errors or omissions such that the total liability of Vendor shall not exceed Vendor's total fees for the Goods provided under this Agreement.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City

has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

WARRANTY. AutoZone shall warrant all application specific goods sold to City under this Agreement to be free from defects in materials and workmanship for the period of the then current standard warranty offered by AutoZone to its retail customers for such goods. Notwithstanding the foregoing, AutoZone agrees that City will receive the benefit of any warranty provided by AutoZone's vendor that AutoZone may pass through to the City. The warranty stated in this section represents the total liability of AutoZone for any goods. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Any breach of an express product warranty issued by City to a customer or end user of any of the goods that exceeds either the scope of the manufacturers' express warranties or such other warranties set forth in this Agreement or agreed to by AutoZone in writing shall be responsibility of City.

- e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

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

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

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

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and

unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100,

comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

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

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

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

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

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

AUTOZONE PARTS, INC.

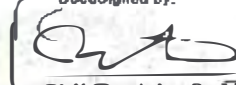
☒ **Tim Flynn, Mayor¹** _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Patricia Garcia, Buyer

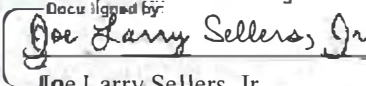
ATTEST:

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

APPROVED AS TO FORM:

 Stephen M. Fischer, City Attorney (always required) _____ Date _____

DocuSigned by:  10/31/2019 | 10:52:15 A

 Phillip Daniele, Sr. Vice President Commercial
 Date _____
 DocuSigned by:  10/31/2019 | 10:46:49 A

 Joe Larry Sellers, Jr., Vice President Commercial
 Date _____

AZ Legal Approval:  _____

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

EXHIBIT A**SCOPE OF SERVICES****Scope**

Vendor shall provide to the City Automotive Parts and Supplies and shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. To include but not limited to:

- ✓ Stored materials
- ✓ Return policy
- ✓ Warranty
- ✓ Audit Rights
- ✓ Services
- ✓ Categories

1. Stored Materials

Stored materials: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

2. Return policy

Vendor will accept returns, which are in original packaging and in a new, saleable condition.

Discontinued products: If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

3. Warranty

Warranty conditions: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. vendor's standard labor warranty will be passed through.

4. Audit Rights

Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by the City. Each party reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of five (5) years from the effective date of termination from the date of final payment. Such records shall be made available to the City upon request. In the event that the City is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, the City shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. The City may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by the City.

5. Services

New products/Services: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the Agreement.

6. Categories

The following is a list of suggested (but not limited to) categories. List all products along with equipment specification (if not included in price list) that you are responding to:

- a) Accessories - Interior & Exterior
- b) Air Conditioning
- c) Battery & Accessories
- d) Belts & Hoses
- e) Brakes
- f) Charging & Starting
- g) Cooling & Heating
- h) Engine Parts & Mounts
- i) Exhaust Filters & PVC Valves
- j) Fuel & Emissions
- k) Hardware & Fasteners
- l) Ignition & Tune-up
- m) Lighting & Electrical
- n) Oil, Fluids & Chemicals
- o) Performance Suspension & Steering
- p) Tools & Shop Equipment
- q) Transmission & Transaxle
- r) Truck & Towing
- s) Waxes & Washers
- t) Wiper Blades
- u) Additional Services or Products
- v) Available All products must be new and of the latest design and quoted from the most up to date product line catalog. In some instances, the product may be remanufactured at which time the participating entity must be notified at time of quote and/or before purchase is finalized.

7. Battery and Radiator Core Charges (including pick-up & delivery)

Vendor shall provide the choice to be charged for cores, or to be core-deferred. Coredeferred: There are no charges for cores, unless the core is not received within 72 hours.

8. Delivery Time for stock and non-stock parts

Vendor's stocked parts, the delivery commitment is as follows:

0 – 3 miles = 30 minutes (or less)

3 – 5 miles = 45 minutes (or less)

5 – 7 miles = 60 minutes (or less)

7+ miles = Scheduled Delivery

For non-stocked parts, Vendor shall deliver the day the order is placed. However, in most cases, the delivery would occur within 1-3 business days.

9. Delivery Time for emergency parts

If the product is in stock at the Vendor's facility, the delivery commitment is as follows:

0 – 3 miles = 30 minutes (or less)

3 – 5 miles = 45 minutes (or less)

5 – 7 miles = 60 minutes (or less)

7+ miles = Scheduled Delivery

Vendor shall make every attempt to expedite emergency parts, beyond the times shown above.

10. Used Oil and Battery Recycling

Vendor is an authorized collector of cores, indemnified by Johnson Controls. Vendor can also accept used oil for recycling.

11. Battery Testing

Vendor provides free battery testing at Vendor's stores.

12. Loaner Tool Program

Vendor has a tool loaner program. The City is required a deposit to borrow a tool, and receives the deposit when the tool is returned in good condition.

EXHIBIT B

RATES AND COSTS

PRICING

Pricing under the awarded agreement is a 50% discount off list price published on the industry-leading online ordering system at www.Autozonepro.com.

On a daily basis, AutoZone's "best pricing logic program" automatically calculates the percent-off discount against any regional or national promotional pricing programs. If the promotional pricing offer provides a lower price than the catalog's normal discount pricing plan, the agency receives the lower of the two prices.

INSURANCE EXHIBIT

INSURANCE EXHIBIT
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER****CITY OF OXNARD****Attn: Insurance Compliance****Reference No. _____****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

LOSS ADJUSTMENT EXPENSE ☐

(to) _____

Included in Limits ☐In Addition to Limits ☐

Telephone: _____

NAMED INSURED _____

☐ Deductible ☐ Self-Insured

Retention (check which) of \$ _____

with an Aggregate of \$ _____

coverage. ☐ Per Occurrence

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

TYPE OF INSURANCE

CITY AGREEMENTS/PERMITS _____

GENERAL LIABILITY☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES**

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

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

Underwriter's representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER**CITY OF OXNARD****Attn: Insurance Compliance****Reference No.** _____**P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****AUTHORIZED REPRESENTATIVE**☐ Broker/Agent☐ Underwriter☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

LOSS ADJUSTMENT EXPENSE _____

(to) _____

Included in Limits _____

In Addition to Limits _____

Telephone: _____

NAMED INSURED _____

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

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER _____**OTHER PROVISIONS****LIMIT OF LIABILITY**

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

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

Name: _____

Address: _____

Telephone: () _____

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

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

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.

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

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

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

ENDORSEMENT HOLDER**CITY OF OXNARD****Attn: Insurance Compliance****Reference No. _____****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****AUTHORIZED REPRESENTATIVE**☐ Broker/Agent☐ Underwriter

_____, (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 _____



October 30, 2019

Joe Sellers
Commercial Vice President
AutoZone Parts, Inc.
123 South Front Street
Memphis, TN 38103
joe.sellers@autozone.com

Re: Renewal Award of Contract #R170201

Dear Mr. Sellers:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on October 22, 2019, Region 4 ESC is pleased to announce that AutoZone Parts, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on February 23, 2017, and subsequent performance thereafter:

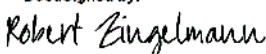
Contract

Automotive Parts and Supplies

The contract will expire on April 30, 2021, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Jessica Goforth, at (210) 415-8923 or jessica.goforth@omniapartners.com.

The partnership between AutoZone Parts, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

0B1D33BB0130490...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services



ITEM #K-6

BLANKET ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007155**

DATE: 12/31/19

VENDOR PHONE: (0) -
VENDOR FAX: () -
VENDOR #: 20401
VENDOR ADDRESS: AUTOZONE STORES LLC.
123 S. FRONT STREET
MEMPHIS, TN 38103

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
01/02/2020		0000004347	01/02/2019		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

CHANGE ORDER
AUTO PARTS SUPPLIES
Effective date: 01/02/2019
Expiration date: 03/01/2020
Not to exceed: 980,000

AUTO PARTS FOR FLEET SERVICES
BLANKET PO FOR AUTO PARTS & SUPPLIES
NATIONAL IPA CONTRACT #R170201.
NOT TO EXCEED: \$200,000.
5/1/19 - INCREASE PO FROM \$200K TO 260K FOR
FY18-19.
6/27/19 REQUEST TO INCREASE BPO 7155 FROM
\$200,000 TO \$300,000.
12/31/19 - EXTENDING TERM TO 3/1/20 AND INCREASE
TO \$980,000 TO COVER INVOICES. BPO WILL BE
RATIFIED AT COUNCIL ON 2/18/20 ALONG WITH AMGT
A-8149. PG

TOTAL PURCHASE AMOUNT**\$0.00**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE.

Tim Flynn
Timothy Flynn
Mayor

be to the attached terms and conditions of the City of Oxnard

Page 1 of 4

AUTHORIZED SIGNATURE

Alexander Nguyen
Alexander Nguyen
City Manager

12/31/2019

BLANKET ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007155**

DATE: 8/27/2019

VENDOR PHONE: (0) -

VENDOR FAX: () -

VENDOR #: 20401

VENDOR ADDRESS: AUTOZONE STORES LLC.
123 S. FRONT STREET
MEMPHIS, TN 38103

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

*Our P.O. # **MUST** Appear on ALL Invoices, Packages and Correspondence*

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
01/02/2020		0000004347	01/02/2019		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

BLANKET ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007155
--

DATE: 8/27/2019

VENDOR PHONE: (0) -

VENDOR FAX: () -

VENDOR #: 20401

VENDOR ADDRESS: AUTOZONE STORES LLC.
 123 S. FRONT STREET
 MEMPHIS, TN 38103

SHIP TO: FLEET SERVICES
 1060 PACIFIC AVE, BLDG 1
 OXNARD, CA 93030

*Our P.O. # **MUST** Appear on **ALL** Invoices, Packages and Correspondence*

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
01/02/2020		0000004347	01/02/2019		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7.**

DATE: February 18, 2020

TO: City Council

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

SUBJECT: Purchase of New Sewer Cleaning Vehicle.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Purchase Order (PO) with Municipal Maintenance Equipment for the purchase of a new VAC-CON sewer cleaning combination truck in the amount of \$411,934.45. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Wastewater Division owns three (3) Sewer Cleaning Vehicles (SCVs) for the purpose of cleaning over 415 miles of sewer pipeline throughout the City's sewer collection system. SCVs are used for daily sewer maintenance activities. Routine maintenance allows the collection system to continue to efficiently convey wastewater to the treatment plant. SCVs use pressurized water to scour the inside of the City's wastewater collection system and remove material within the sewer pipes, minimizing the potential for sanitary sewer overflows. SCVs also have the capability to remove solid and liquid material from sewer manholes, via a high volume vacuum hose.

DISCUSSION

The Wastewater Division has a performance goal to clean a minimum of 200 miles of sewer pipe every year (nearly 4 miles every week). To meet this goal the Wastewater Division requires three (3) SCVs. On December 9, 2019, Fleet Services received a Sourcewell competitively solicited quote for a new SCV. This SCV will replace the oldest of the three (3) existing SCVs, two (2) of which are currently in service. It is necessary to replace vehicle 3219 due to ongoing significant mechanical issues. Vehicle 3219, purchased in 1997, has over 107,000 miles. The cost of repairs have become cost prohibitive and far exceeds the value of the vehicle.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for this SCV is \$411,934.45. Funds are budgeted in FY 2019-20 and available to pay the full amount from Wastewater Collection System Machinery & Equipment (account 611-6103-891-8606).

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on January 28, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. PO 7575 (VAC-CON, Inc.)
2. VAC-CON Procurement Documents
3. Sourcewell Basin Cleaning Vehicles RFP #122017
4. Atlantic Machinery_VAC-CON Contract_Warranty Documents
5. Atlantic Machinery_VAC-CON Acceptance and Award of Coop Contract



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

ITEM #K-7

**PURCHASE
ORDER NO.
007575**

DATE: 1/30/2020

VENDOR PHONE: (904)493-4969

VENDOR FAX: () -

VENDOR #: 22750

VENDOR ADDRESS: VAC-CON, INC
969 HALL PARK ROAD
GREEN COVE SPRINGS, FL 32043

SHIP TO: WASTEWATER TREATMENT PLT
6001 S. PERKINS ROAD
OXNARD, CA 93033

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
04/30/2020		0000004788	12/10/2019		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		61161038918606		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	VAC-CON V350/1000 ON FREIGHTLINER 114SD				
	1.00 / EA 4X2 TRUCK			382,305.75	382,305.75
				00	

2	TAX				
	29,628.70 /			1.0000	29,628.70
	DL				

SOURCEWELL CONTRACT NO. 122017-AMI MUNICIPAL
MAINTENANCE EQUIPMENT. PRICE INCLUDES DELIVERY.
EMAILED RAY AND CONNIE REGARDING DEVIVERY METHOD
*PW
MUNICIPAL MACHINE EQUIPMENT COMPANY IS THE
DISTRIBUTOR AND WILL BE MAKING DELIVERY.

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007575**

DATE: 1/30/2020

VENDOR PHONE: (904)493-4969

VENDOR FAX: () -

VENDOR #: 22750

VENDOR ADDRESS: VAC-CON, INC
969 HALL PARK ROAD
GREEN COVE SPRINGS, FL 32043

SHIP TO: WASTEWATER TREATMENT PLT
6001 S. PERKINS ROAD
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		61161038918606		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

TOTAL PURCHASE AMOUNT**\$411,934.45**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____
Timothy Flynn, Mayor

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

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3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
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 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
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10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
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 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

Public Works Department
Wastewater Division

MEMO



August 30, 2019

TO: Alexander Nguyen, City Manager

VIA: Rosemarie Gaglione, Public Works Director *RG*

FROM: Jeffrey S. Miller, Wastewater Maintenance Manager *JSM*

SUBJECT: Purchase of One (1) New, Unused Vac-Con Sewer Cleaning Truck

The Public Works Department, Wastewater Division requests your approval to purchase one new, unused Sewer Cleaning Truck in Fiscal Year 19/20. The Wastewater Collection System currently utilizes three Sewer Cleaning Trucks to provide preventative maintenance, cleaning, and emergency response activities within the City's Wastewater Collection System. This new vehicle will be replacing #3219, a 1997 Vactor with 107,741 miles. It has become necessary to remove #3219 from service due to significant mechanical issues. The cost of repairs for vehicle #3219 have become cost prohibitive, and far exceed the value of the vehicle.

This vehicle purchase was programmed as a FY 19/20 purchase in account #611-6103-891-8606



VEHICLE PURCHASING FORM

Division Wastewater

Date _____

Contact Person Jeffrey S. MillerExtension 805-797-7604

Check appropriate boxes:

New ☒ Used ☐Replacement ☒ Additional ☐Projected Cost \$ 411,934.45

Equipment Description

Include Options (A/C, engine size, extended cab, 4X4, radio, etc.)

Qty

Account Number

New, Unused Vac-con V350/1000
Sewer cleaning Truck, mounted
on a New Freightliner 114SD
Truck Chassis

1

611-6103-891-8606

Bal Avail as of
11/4/19:
\$ 726.5K

: Please see attached specs:

Attach letter of justification for each item.

Signatures of Approval:

Date

Division Head

Dept. Head

Fleet Manager

Finance Dept.

City Manager

8/30/19

10/22/19

10/28/19

11-6-19

11/07/2019

After approval, forward to Procurement Services.

Comments:



CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

ITEM #K-7

December 9, 2019

City of Oxnard Public Works / Maintenance Services Division
1060 Pacific Avenue, Bldg. #2
Oxnard, CA 93030

Tel: 805-385-8080
ray.trevino@oxnard.org

Attention: Ray Trevino, Senior Wastewater Collection Operator

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell Contract No. 122017-AMI, for the Vac-Con Model V350/1000 mounted on a new Freightliner 114SD 4x2 truck chassis for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Oxnard, CA	\$382,305.75
	7.75% Estimated Sales Tax	<u>29,628.70</u>
	Total	\$411,934.45

- **City's Purchase Order to be prepared and sent directly to Vac-Con Inc.**
969 Hall Park Road, Green Cove Springs, FL 32043
M.J. Dubois (410) 924-1004 mjdubois@ducollc.com
- Pricing includes delivery and on-site training.
- Delivery 45-60 days A.R.O., depending on chassis availability.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms per Sourcewell Program.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler,
General Manager



12/09/2019

COMBINATION JET/VACUUM SEWER CLEANER
SOURCEWELL CONTRACT: 122017-AMI/VAC

Customer: CITY OF OXNARD

Shipping: CALIFORNIA

Requirement Specification	
Combination jet/vacuum sewer cleaner with all standard equipment V350/1000	
Freightliner Model 114SD 4 x 2 chassis with 370 HP diesel engine, 43,000 GVWR Allison automatic transmission, and A/C	
Body mounting on Chassis	
10' Aluminum Telescoping boom with joy stick and remote pendant control (telescopes hydraulically 10' forward from the stowed position) -8" diameter intake hose and boom, travel tie down post with latch	
Front Articulating hydraulic hose reel with 600' X 1" Jet Hose capacity (swings 3' out beyond side of truck chassis) with manual hose rewind guide	
1000 Gallon polyethylene water tank capacity with 10 year warranty	
5 Cubic yard capacity debris tank 3/16" corten steel, (5 year warranty) with full opening rear door (minimum 50 degree debris tank dumping, power up and down	
Automatic vacuum breaker (prevents operation when full and contains debris when moving unit) and overfill protection	
800' of 3/4" jet hose	
Auxiliary engine (water pump operation) GM Power Solutions International 5.7 liter, 140 HP	
3-Stage centrifugal compressor creating 200" vacuum and 0-8000 CFM	
Hydraulic tail gate door latches with hydraulic door grabber and safety latch	
Hydrostatic drive of vacuum system	
Front tow eyes	
Giant water pump rated 60 GPM @ 3000 PSI with smooth continuous pressure	
6" knife valve with center post and handle in lieu of 5" butterfly valve	
Gravity drain system	
Hydraulic rear door opener	

Requirement Specification	
Rear door drain valve flush out connection	
Rear splash shield diamond plate aluminum	
Rubber pad on standard deflector	
Screen assembly over drain port in debris tank	
1/4 turn ball valve water drain	
50' Retractable hand gun hose reel with hose	
Auxiliary engine driven hydraulics	
Centrifugal compressor flush out system	
Debris body power flush out system	
Variable flow valve	
Water pump remote oil drain	
Aluminum dual roller level wind guide	
Hose footage counter	
Auxiliary engine remote oil drain	
Centrifugal compressor quiet silencer	
Two cone storage racks	
Cyclone separator	
Grease assembly articulating hose reel	
Heavy reinforced wear back elbow	
Long handle storage - PVC	
Plastic engraved decals	
Rear mounted tow hooks	
Remote boom grease zerk assembly	
Remote debris tank grease zerk assembly	
Hand held spot light LED	
LED 4 strobes 2 front bumper, 2 rear bumper	

	Requirement Specification	
	LED Arrow board	
	LED boom mounted flood lights with limb guards	
	LED Auxiliary engine flood light	
	LED level wind flood light with guard	
	LED water pump flood light with guard	
	LED rear mounted flood lights with guards	
	LED rear debris tank mounted strobe with guard	
	2 Mirror mounted LED strobes with guards	
	Low water alarm with light	
	Omnibus Precision Power electronic controller system	
	Wireless remote control system	
	Traffic camera system	
	Front bumper camera placement	
	Rear camera placement	
	Aero boost fan design	
	Vacuum drive switch	
	Water pressure gauge on front hose reel	
	3/4" x 30 GPM standard nozzle, spare	
	3/4" Nozzle rack	
	Aluminum storm nozzle 3/4" 50GPM	
	Grenade nozzle	
	3/4" x 15' length leader hose	
	1" Bulldog with skid 400.600BS	
	1" to 3/4" Bushing for chain scraper	
	Folding pipe rack, tank mounted curbside	
	Folding pipe rack, tank mounted driver side	

Requirement Specification	
Two roll out shelves for behind cab storage box	
Two 35" x 14" x 24" aluminum side mounted tool box	
Paint cab to be painted Safety Yellow	
Chassis dealer to paint cab	
Safety Striping - white	
Remote chassis engine start switch	
Blue tooth Radio	
Hose guide (tiger tail) for hose protection, hydrant wrench, 25' of fill hose	
20 gpm @ 600 PSI wash down system with hand gun and 25' of ½" hand gun hose	
Local dealer pre delivery and inspection	
On site customer training	
Delivery to customer facility	
TOTAL DISCOUNTED CONTRACT PRICE PER UNIT	\$382,305.75
Sales Tax - 7.75%	\$29,628.70
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER WITH TAX	\$411,934.45

Delivery is 45 - 60 Days after receipt of order.

SOURCEWELL CONTRACT NO 122017-AMI/VAC

VENDOR/CONTRACT HOLDER: VAC-CON, INC.

969 HALL PARK RD

GREEN COVE SPRINGS, FL 32043

CONTACT: M.J. DUBOIS

EMAIL MJDUBOIS@DUCOLLC.COM

PHONE: 410-924-1004



National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

RFP Opening

DECEMBER 21, 2017 |

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #122017

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #122017 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning November 16, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until December 20, 2017 at 4:30 p.m. Central Time at the above address and opened December 21, 2017 at 8:30 a.m. Central Time.

RFP Timeline

November 16, 2017	Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.
December 5, 2017 10:00 a.m. CT	Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
December 13, 2017	Deadline for RFP questions.
December 20, 2017 4:30 p.m. CT	Deadline for Submission of Proposals. Late responses will be returned unopened.
December 21, 2017 8:30 a.m. CT	Public Opening of Proposals.

Direct questions regarding this RFP to: Chris Robinson at chris.robinson@njpacoop.org or (218) 895-4168.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer’s authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES.

3.17 Additional Scope Definitions: In addition to SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

- 3.17.1** Equipment, accessories and supplies for the purpose of cleaning sewer lines, catch basins and storm sewers, such as sewer vacuums, jetters, rodders, and self-propelled or chassis-mounted hydro-excavators; and,

3.17.2 Equipment, accessories and supplies for the purpose of street or parking lot sweeping, such as mechanical, vacuum, air, and high efficiency sweepers.

3.17.3 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.3.1 Respondent's proposal may include no more than an incidental offering of trailer or skid-mounted hydro-excavation equipment. Respondent's primary offerings must be the equipment identified in sub-sections 3.17.1 or 3.17.2 above.

3.17.3.2 This solicitation is not intended to include pumps. Such items in a proposal will be considered out of scope.

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a “Sole Source of Responsibility” Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.23.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet NJPA Members’ needs.

3.23.3.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members’ needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.25.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.29 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.30.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.30.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.32 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.34 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.35 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.36 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.37 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's

competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **“Hold for Proposal Opening,”** and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Chris Robinson at (218) 895-4168. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES will be received by Chris Robinson, Procurement Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

PRICING

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$150 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor’s NJPA contract. This method of procurement can be satisfied

through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 The new pricing restatement must include **all products and services offered, even for those items whose pricing remains unchanged**, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

5 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

6.6.1 is received before the deadline for submission or it will be returned unopened;

6.6.2 is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer’s marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer’s response. NJPA may, however, consider additional information outside the Proposer’s response. This research may include such sources as the Proposer’s website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for “Widgets and Related Products and Services.” NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award

Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a “Certificate Holder.” The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing

to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body

determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these

specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.8 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.8.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.9 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub

Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.11 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [NJPA Member name].”

F. TRADE-INS

7.12 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.14 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.14.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.14.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.14.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

7.14.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA’s authority to immediately terminate the Contract for continued

breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees,

from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

- 8.25.1** The name, address, and telephone number of the protester;
- 8.25.2** The original signature of the protester or its representative (you must document the authority of the representative);
- 8.25.3** Identification of the solicitation by RFP number;
- 8.25.4** Identification of the statute or procedure that is alleged to have been violated;
- 8.25.5** A precise statement of the relevant facts;
- 8.25.6** Identification of the issues to be resolved;
- 8.25.7** The aggrieved party's argument and supporting documentation;
- 8.25.8** The aggrieved party's statement of potential financial damages; and
- 8.25.9** A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 **FORMS**

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**Form A**

PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company's primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

CAGE Code/Duns & Bradstreet Number: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)



(To be completed only by NJPA)

NJPA #122017

Proposer's full legal name

The effective start date of the Contract will be _____, 20____ and continue until _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ NJPA Executive Director _____ (Name printed or typed)

Awarded this _____ day of _____, 20____ NJPA Contract Number #122017

NJPA Authorized signature: _____ NJPA Board Member _____ (Name printed or typed)

Executed this day of _____, 20____ NJPA Contract Number **#122017**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____ (Name printed or typed)

Title: _____

Executed this day of , 20 **NJPA Contract Number** **#122017**

Form F**PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____

**Form P****PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Describe the top three market differentiators of your products/services relative to the industry.
- 20) Identify how your products, services and supplies address the scope of this RFP.

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

☐ Adding
Products/Services
vices

☐ Deleting
Products/Services

☐ Price Increase

NJPA CONTRACT NUMBER:

☐ Price Decrease

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

--

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

--

If adding products, state how these are within the scope of the original RFP.

--

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

--

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes

☐ No
Section 5. Signatures

 Vendor Authorized Signature

 Date

 Print Name and Title of Authorized Signer

 Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO

 Date



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)



Appendix B - Political Subdivision List
for HI, ID, OR, SC, UT, WA

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
County	County	County	County	County	County
Hawaii County	Ada County	Baker County	Abbeville County	Beaver County	Adams County
Kauai County	Adams County	Benton County	Aiken County	Box Elder County	Asotin County
Nuui County	Bannock County	Central Oregon Intergovernmental Council	Allendale County	Cache County	Benton County
Municipality	Bear Lake County	Clackamas County	Anderson County	Carbon County	Chelan County
City and County of Honolulu	Benewah County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Clallam County
Higher Education	Bingham County	Clatsop County	Barnwell County	Davis County	Clark County
Hawaii Community College	Blaine County	Columbia County	Beaufort County	Duchesne County	Columbia County
Honolulu Community College	Boise County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowlitz County
University of Hawaii	Bonner County	Crook County	Calhoun County	Emery County	Douglas County
University of Hawaii Research Corporation	Bonneville County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
Windward Community College	Boundary County	Deschutes County	Central Midlands Council of Governments	Garfield County	Franklin County
Education (K-12)	Butte County	Douglas County	Charleston County	Grand County	Garfield County
Hanalei Schools	Camas County	Gilliam County	Cherokee County	Iron County	Grant County
Kamehameha Schools	Canyon County	Grant County	Chester County	Juab County	Grays Harbor County
Special District	Caribou County	Harney County	Chesterfield County	Kane County	Island County
Hawaii Community Development Authority	Cassia County	Hood River County	Clarendon County	Millard County	Jefferson County
Hawaii Public Housing Authority	Clark County	Jackson County	Colleton County	Morgan County	King County
Hawaii Tourism Authority	Clearwater County	Jefferson County	Darlington County	Piute County	King County Directors' Association
Honolulu Authority for Rapid Transportation	Elmore County	Josephine County	Dillon County	Rich County	Kitsap County
Natural Energy Laboratory of Hawaii Authority	Franklin County	Klamath County	Dorchester County	Salt Lake County	Kittitas County
State	Fremont County	Lake County	Edgefield County	San Juan County	Klickitat County
Hawaii Department of Accounting and General Serv	Gem County	Lane Council of Governments	Fairfield County	Sanpete County	Lewis County
Hawaii Department of Finance and Administration	Gooding County	Lane County	Florence County	Sevier County	Lincoln County
Hawaii Department of Health	Idaho County	Lincoln County	Georgetown County	Summit County	Mason County
Hawaii Employer-Union Health Benefits Trust Fund	Jefferson County	Linn County	Greenville County	Tooele County	Okanogan County
Hawaii Health Systems Corporation	Jerome County	Malheur County	Greenwood County	Uintah County	Pacific County
State Of Hawaii	Kootenai County	Marion County	Hampton County	Utah County	Pend Oreille County
	Latah County	Marion County Housing Authority	Horry County	Wasatch County	Pierce County
	Lemhi County	Morrow County	Jasper County	Washington County	San Juan County
	Lewis County	Multnomah County	Kershaw County	Wayne County	Skagit County
	Lincoln County	Polk County	Lancaster County	Weber County	Skamania County
	Madison County	Sherman County	Laurens County	Municipality	Snohomish County
	Minidoka County	Tillamook County	Lee County	Centerfield City	Spokane County
	Nex Perce County	Umatilla County	Lexington County	City of Alpine City	Stevens County
	Osnieda County	Union County	Lower Savannah Council of Governments	City of American Fork	Thurston County
	Owyhee County	Wallawa County	Marion County	City of Aurora	Thurston Regional Planning Council
	Payette County	Wasco County	Marlboro County	City of Ballard	Wahkiakum County
	Power County	Washington County	McCormick County	City of Beaver	Walla Walla County
	Shoshone County	Wheeler County	Newberry County	City of Blanding	Whatcom County
	Teton County	Yamhill County	Oconee County	City of Bluffdale	Whitman County
	Twin Falls County	Municipality	Orangeburg County	City of Bountiful	Yakima County
	Valley County	City of Adair Village	Pickens County	City of Brigham	Yakima County Public Services
	Washington County	City of Adrian	Richland County	City of Castle Dale	Yakima Valley Conference of Governments
Municipality	City of Aberdeen	City of Albany	Saluda County	City of Cedar City	Municipality
	City of Albion	City of Amity	Spartanburg County	City of Cedar Hills	City of Aberdeen
	City of American Falls	City of Arlington	Sumter County	City of Centerville	City of Airway Heights
	City of Ammon	City of Ashland	Union County	City of Clearfield	City of Algona
	City of Arco	City of Astoria	Williamsburg County	City of Clinton	City of Anacortes
	City of Arimo	City of Athena	York County	City of Coalville	City of Arlington
	City of Ashton	City of Aumsville	Municipality	City of Colorado City	City of Asotin
	City of Athol	City of Aurora	City of Abbeville	City of Corinne City	City of Auburn
	City of Atomic City	City of Baker City	City of Aiken	City of Cottonwood Heights	City of Bainbridge Island
	City of Bancroft	City of Bandon	City of Anderson	City of Delta	City of Battle Ground
	City of Bellevue	City of Banks	City of Barnwell	City of Draper	City of Bellevue
	City of Blackfoot	City of Bay City	City of Beaufort	City of Duchesne	City of Bellingham
	City of Bliss	City of Beaverton	City of Belton	City of East Carbon	City of Benton City
	City of Bloomington	City of Bend	City of Bennettsville	City of Elk Ridge	City of Bingen
	City of Boise	City of Boardman	City of Bishopville	City of Elmo	City of Black Diamond
	City of Bonners Ferry	City of Brookings	City of Camden	City of Enoch	City of Blaine
	City of Bovill	City of Brownsville	City of Cayce	City of Enterprise	City of Bonney Lake
	City of Buhl	City of Burns	City of Charleston	City of Ephraim	City of Bothell
	City of Burley	City of Canby	City of Chesnee	City of Escalante	City of Bremerton
	City of Caldwell	City of Cannon Beach	City of Chester	City of Eureka	City of Brewster
	City of Cambridge	City of Canyonville	City of Clemson	City of Fairview	City of Bridgeport
	City of Carey	City of Carlton	City of Clinton	City of Farmington	City of Brier
	City of Cascade	City of Cascade Locks	City of Columbia	City of Farr West	City of Buckley
	City of Castleford	City of Cave Junction	City of Conway	City of Ferron	City of Burien
	City of Challis	City of Central Point	City of Darlington	City of Fillmore	City of Burlington
	City of Chubbuck	City of Chiloquin	City of Denmark	City of Fountain Green	City of Camas
	City of Clayton	City of Clatskanie	City of Dillon	City of Fruit Heights	City of Carnation
	City of Clifton	City of Coburg	City of Easley	City of Garland	City of Cashmere
	City of Coeur d'Alene	City of Columbia City	City of Florence	City of Grantsville	City of Castle Rock
	City of Council	City of Condon	City of Folly Beach	City of Green River	City of Centralia
	City of Craigmont	City of Coos Bay	City of Forest Acres	City of Gunnison	City of Chehalis
	City of Crouch	City of Coquille	City of Fountain Inn	City of Harrisville	City of Chelan
	City of Culdesac	City of Cornelius	City of Gaffney	City of Heber City	City of Cheney
	City of Dalton Gardens	City of Corvallis	City of Georgetown	City of Helper City	City of Chewelah
	City of Dayton	City of Cottage Grove	City of Goose Creek	City of Herriman	City of Clarkston
	City of Deary	City of Cove	City of Greenville	City of Highland	City of Cle Elum
	City of Dietrich	City of Creswell	City of Hildale	City of Holladay	City of Clyde Hill
	City of Donnelly	City of Culver	City of Greer	City of Honeyville	City of Colfax
		City of Dallas	City of Hanahan	City of Hooper	City of College Place
		City of Damascus	City of Hardeeville		City of Colville

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Dover	City of Dayton	City of Hartsville	City of Huntington	City of Connell
	City of Downey	City of Dayville	City of Inman	City of Hurricane	City of Cosmopolis
	City of Driggs	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
	City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Davenport
	City of Eagle	City of Donald	City of Lake City	City of Inns	City of Dayton
	City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
	City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
	City of Emmett	City of Dunes City	City of Laurens	City of Kaysville	City of DuPont
	City of Fairfield	City of Durham	City of Liberty	City of La Verkin	City of Duval
	City of Fernan Lake Village	City of Eagle Point	City of Loris	City of Layton	City of East Wenatchee
	City of Filer	City of Echo	City of Manning	City of Lehi	City of Edgewood
	City of Firth	City of Elgin	City of Marion	City of Lewisville	City of Edmonds
	City of Franklin	City of Enterprise	City of Mauldin	City of Lindon	City of Electric City
	City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Ellensburg
	City of Garden City	City of Eugene	City of Myrtle Beach	City of Manti	City of Elma
	City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Entiat
	City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Slaterville	City of Enumclaw
	City of Glenns Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
	City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
	City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
	City of Grand View	City of Garibaldi	City of Orangeburg	City of Milford	City of Federal Way
	City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Ferndale
	City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of Fife
	City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
	City of Hailey	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
	City of Hansen	City of Gladstone	City of Spartanburg	City of Monticello	City of George
	City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
	City of Hayden	City of Gold Beach	City of Tega Cay	City of Moroni	City of Gold Bar
	City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldendale
	City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
	City of Hollister	City of Greenhorn	City of Walhalla	City of Myton	City of Grandview
	City of Homedale	City of Gresham	City of Walterboro	City of Naples	City of Granger
	City of Hope	City of Haines	City of Wellford	City of Nephi	City of Granite Falls
	City of Horseshoe Bend	City of Halfway	City of West Columbia	City of Nibley	City of Harrington
	City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
	City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
	City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
	City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of Kahlstus
	City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
	City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
	City of Juliaetta	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
	City of Kamiah	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
	City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
	City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
	City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kiriakland
	City of Kimberly	City of Idanha	Town of Blacksville	City of Perry	City of Kittitas
	City of Kootsika	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
	City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lacey
	City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
	City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
	City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
	City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
	City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
	City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
	City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
	City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
	City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
	City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
	City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
	City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
	City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
	City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
	City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
	City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
	City of Murtaugh	City of Lebanon	Town of Cowpens	City of Santaquin	City of Medina
	City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
	City of New Meadows	City of Lonerock	Town of Donalds	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
	City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
	City of Newport	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
	City of Notus	City of Madras	Town of Edgfield	City of South Weber	City of Montezano
	City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
	City of Osburn	City of Manzanita	Town of Ehrhardt	City of Spring City	City of Moses Lake
	City of Parker	City of Maupin	Town of Elgin	City of Springville	City of Mossyrock
	City of Parma	City of McMinnville	Town of Ellore	City of St. George	City of Mountlake Terrace
	City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
	City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
	City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
	City of Pinehurst	City of Millersburg	Town of F. Mill	City of Taylorsville	City of Napavine
	City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
	City of Pocatello	City of Milwaukie	Town of Gaston	City of Toquerville	City of Newport
	City of Ponderay	City of Molalla	Town of Gifford	City of Tremonton	City of Nooksack
	City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
	City of Potlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
	City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
	City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
	City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
	City of Reubens	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores
	City of Reuburg	City of Mt. Vernon	Town of Harleysville	City of Wellsville	City of Okanogan
	City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
	City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bountiful	City of Omak
	City of Riggins	City of Nehalem	Town of Hilda	City of West Haven City	City of Oroville
	City of Ririe	City of Newberg	Town of Hilton Head Island	City of West Jordan	City of Orting
	City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Othello

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Rockland City of Rupert City of Salmon City of Sandpoint City of Shelley City of Shoshone City of Smelterville City of Soda Springs City of Spirit Lake City of St. Anthony City of St. Charles City of Stanley City of Star City of Stites City of Sugar City City of Sun Valley City of Tensed City of Tetonia City of Troy City of Twin Falls City of Ucon City of Victor City of Wallace City of Weippe City of Weiser City of Wendell City of Weston City of White Bird City of Wilder City of Winchester Higher Education Boise State University College of Southern Idaho College of Western Idaho Eastern Idaho Technical College Idaho Division of Professional Technical Education Idaho State University Lewis Clark State College North Idaho College University of Idaho Education (K-12) Aberdeen School District No. 58 Arbon Elementary School District No. 383 Avery School District Basin School District No. 72 Bear Lake County School District No. 33 Bear Lake School District No. 33 Blackfoot School District No. 55 Blaine County School District No. 61 Bliss Joint School District No. 234 Bonneville Joint School District No. 93 Boundary County School District No. 101 Bruneau-Grand View Joint School District Buhl Joint School District No. 412 Butte County Joint School District No. 111 Caldwell School District No. 132 Camas County School District No. 121 Cambridge School District Cascade School District No. 422 Cassia County Joint School District No. 151 Castleford Joint School District No. 417 Challis Joint School District No. 181 Clark County School District No. 161 Coeur d'Alene School District No. 271 Cottonwood Joint School District No. 242 Council School District No. 13 Culdesac Joint School District No. 342 Dietrich School District No. 314 Emmett Independent School District No. 221 Filer School District No. 413 Firth School District No. 59 Fremont County School District No. 215 Fruitland School District No. 373 Garden Valley School District Genesee Joint School District No. 282 Glenns Ferry Joint School District No. 192 Gooding Joint School District No. 231 Grace Joint School District No. 148 Hagerman Joint School District No. 233 Hansen School District No. 415 Highland Joint School District No. 305 Homedale School District No. 370 Horseshoe Bend School District No. 73 Idaho Falls School District No. 91 Independent School District of Boise City Jefferson County School District No. 251 Jerome Joint School District No. 261 Joint School District No. 2 Kamiah School District No. 304 Kellogg Joint School District 391 Kendrick Joint School District No. 283 Kimberly School District No. 414 Kootenai School District No. 274 Kuna Joint School District No. 3	City of North Bend City of North Plains City of North Powder City of Nyssa City of Oakland City of Oakridge City of Ontario City of Oregon City City of Paisley City of Pendleton City of Philomath City of Phoenix City of Pilot Rock City of Port Orford City of Portland City of Powers City of Prairie City City of Prineville City of Rainier City of Redmond City of Reedsport City of Richland City of Riddle City of Rockaway Beach City of Rogue River City of Roseburg City of Rufus City of Salem City of Sandy City of Scappoose City of Scio City of Scotts Mills City of Seaside City of Seneca City of Shady Cove City of Sheridan City of Sherwood City of Siletz City of Silverton City of Sisters City of Sodaville City of Spray City of Springfield City of St. Helens City of St. Paul City of Stanfield City of Stayton City of Sublimity City of Sumpter City of Sutherlin City of Sweet Home City of Talent City of Tangent City of The Dalles City of Tigard City of Tillamook City of Toledo City of Troutdale City of Tualatin City of Turner City of Ukiah City of Unatilla City of Union City of Unity City of Vale City of Veneta City of Vernonia City of Waldport City of Wallowa City of Warrenton City of Wasco City of West Linn City of Westfir City of Weston City of Wheeler City of Willamina City of Wilsonville City of Winston City of Wood Village City of Woodburn City of Yachats City of Yamhill City of Yoncalla Town of Bonanza Town of Butte Falls Town of Canyon City Town of Lakeview Town of Lexington Higher Education Blue Mountain Community College Central Oregon Community College Chemeketa Community College Clackamas Community College Clatsop Community College	Town of Holly Hill Town of Hollywood Town of Honea Path Town of Irmo Town of Iva Town of Jackson Town of James Island Town of Jamestown Town of Jefferson Town of Jenkinsville Town of Johnston Town of Jonesville Town of Kershaw Town of Kiawah Island Town of Kingstree Town of Lake View Town of Lamar South Carolina Town of Lane Town of Latta Town of Lexington Town of Lincolnville Town of Little Mountain Town of Lockhart Town of Lyman Town of Lynchburg Town of Mayesville Town of McBee Town of McClellanville Town of McCall Town of McCormick Town of Meggett Town of Moncks Corner Town of Mt. Pleasant Town of Neeses Town of New Ellenton Town of Nichols Town of Ninety Six Town of Norris Town of North Town of Norway Town of Olanda Town of Pacolet Town of Pageland Town of Pamplico Town of Patrick Town of Pawleys Island Town of Pelton Town of Pelzer Town of Pendleton Town of Perry Town of Port Royal Town of Prosperity Town of Ravenel Town of Reidville Town of Ridge Spring Town of Ridgeland Town of Ridgeville Town of Ridgeway Town of Saint Matthews Town of Saint Stephen Town of Salem Town of Salley Town of Saluda Town of Santee Town of Scranton Town of Seabrook Island Town of Sellers Town of Sharon Town of Six Mile Town of Snelling Town of Society Hill Town of South Congaree Town of Springdale Town of St. George Town of St. Matthews Town of Stuckey Town of Sullivans Island Town of Summerton Town of Summerville Town of Summit Town of Surfside Beach Town of Swansea Town of Timmonsville Town of Trenton Town of Turbeville Town of Ulmer Town of Varnville Town of Wagener Town of Ward Town of Ware Shoals Town of West Pelzer Town of West Union Town of Whitmire Town of Williamston	City of West Valley City City of Willard City of Woodland Hills City of Woods Cross Town of Alta Town of Altamont Town of Alton Town of Amalgam Town of Annabella Town of Antimony Town of Apple Valley Town of Ballard Town of Bear River City Town of Bicknell Town of Big Water Town of Boulder Town of Brian Head Town of Bryce Canyon City Town of Latta Town of Cannonville Town of Castle Valley Town of Cedar Fort Town of Centerfield Town of Central Valley Town of Circleville Town of Clarkston Town of Clawson Town of Cleveland Town of Cornish Town of Daniel Town of Deweyville Town of Eagle Mountain Town of Elmo Town of Elsinore Town of Elwood Town of Emery Town of Fairfield Town of Francis Town of Garden City Town of Genola Town of Glendale Town of Glenwood Town of Goshen Town of Hanksville Town of Hatch Town of Henefer Town of Henrieville Town of Hideout Town of Hinckley Town of Holden Town of Howell Town of Huntsville Town of Joseph Town of Junction Town of Kanarraville Town of Kanosh Town of Kingston Town of Koosharem Town of Leeds Town of Levan Town of Loa Town of Manila Town of Mantua Town of Marysville Town of Meadow Town of Minersville Town of New Harmony Town of Newton Town of Ophir Town of Orderville Town of Paradise Town of Paragonah Town of Portage Utah Town of Randolph Town of Redmond Town of Rockville Town of Rocky Ridge Town of Rush Valley Town of Scipio Town of Seckville Town of Sigurd Town of Springdale Town of Stockton Town of Toquerville Town of Torrey Town of Trenton Town of Tropic Town of Utricht Town of Vernal Town of Vineyard Town of Virgin Town of Wales Town of Wallsburg Uintah Basin Association of Governments Higher Education	City of Pacific City of Palouse City of Pasco City of Pateros City of Pomeroy City of Port Angeles City of Port Orchard City of Port Townsend City of Poulsbo City of Prosser City of Pullman City of Puyallup City of Quincy City of Rainier City of Raymond City of Redmond City of Renton City of Republic City of Richland City of Richfield City of Riverville City of Rock Island City of Roslyn City of Roy City of Royal City City of Sammamish City of SeaTac City of Seattle City of Sedro-Woolley City of Selah City of Sequim City of Shelton City of Shoreline City of Snohomish City of Snoqualmie City of Soap Lake City of South Bend City of Spokane City of Spokane Valley City of Sprague City of Stanwood City of Stevenson City of Sultan City of Sumas City of Sumner City of Sunnyvale City of Tacoma City of Tekoa City of Tenino City of Tieton City of Toledo City of Tonasket City of Toppenish City of Tukwila City of Tumwater City of Union Gap City of University Place City of Vader City of Vancouver City of Waitsburg City of Walla Walla City of Wapato City of Warden City of Washougal City of Wenatchee City of West Richland City of Westport City of White Salmon City of Winlock City of Woodinville City of Woodland City of Yakima/Yakima County City of Yelm City of Zillah Consolidated Borough of Quil Ceda Village Grays Harbor Council of Governments Town of Almira Town of Beaux Arts Village Town of Buxada Town of Carbonado Town of Cathlamet Town of Clyde Hill Town of Colton Town of Conconully Town of Concrete Town of Coulee City Town of Coulee Dam Town of Coupeville Town of Creston Town of Cusick Town of Darrington Town of Eastonville Town of Elmer City Town of Endicott

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Lake Pend Oreille School District No. 84 Lakeland School District No. 272 Lawwai School District No. 341 Lewiston Independent School District No. 1 Mackay School District No. 182 Madison School District No. 321 Marsh Valley Joint School District No. 21 Marsing Joint School District No. 363 McCall-Donnelly Joint School District No. 421 Meadows Valley School District No. 11 Melba School District No. 136 Middleton School District No. 134 Middle School District No. 483 Minidoka County School District No. 331 Moscow School District No. 281 Mountain Home School District No. 193 Mountain View School District No. 244 Mullan School District 392 Murtaugh Joint School District No. 418 Nampa Christian Schools Inc. Nampa School District No. 131 New Plymouth School District Nez Perce Joint School District No. 302 North Gem School District No. 149 Notus School District Oneida County School District No. 351 Orofino Joint School District No. 171 Parma School District No. 137 Payette School District No. 371 Plummer-Worley Joint School District No. 44 Pocatello-Chubbuck School District No. 25 Post Falls School District No. 273 Potlatch School District No. 285 Preston Joint School District No. 201 Richfield School District No. 316 Ririe Joint School District No. 252 Rockland School District No. 382 Salmon River Joint School District No. 243 Salmon School District No. 291 Shelley School District No. 60 Shoshone Joint School District No. 312 Snake River School District Soda Springs Joint School District No. 150 South Lemhi School District No. 292 St. Maries Joint School District No. 41 Sugar-Salem Joint District No. 312 Swan Valley Elementary School District No. 33 Swan Valley School District No. 92 Teton County School District No. 401 Three Creek Joint School District No. 416 Troy School District No. 287 Twin Falls School District No. 411 Valley School District No. 262 Vallivue School District No. 139 Vision Charter School District # 463 Wallace School District No. 393 Weiser School District No. 431 Wendell School District No. 232 West Bonner County School District No. 83 West Jefferson School District No. 253 West Side School District No. 202 Whitpaine Joint School District No. 288 Wildor School District No. 153	Columbia Gorge Community College Eastern Oregon University Klamath Community College District Lane Community College Linn-Benton Community College Mt. Hood Community College Oregon Coast Community College Oregon Department of Community Colleges and Workforce Development Oregon Health and Science University Oregon Institute of Technology Oregon State University Oregon State University, Oregon Agricultural Experiment Station Oregon University System Portland Community College Portland State University Reed College Rogue Community College Southern Oregon University Southern Oregon University Family Housing Southwestern Oregon Community College Tillamook Bay Community College Treasure Valley Community College Umpqua Community College University of Oregon Western Oregon University Education (K-12) Adel School District 21 Adrian School District Alsea School District No. 7J Amity School District 4J Annex School District 29 Arlington School District No. 3 Arocl School District No. 81 Ashland School District No. 5 Ashwood School District Astoria School District No. 1C Athena-Weston School District No. 29RJ Baker School District No. 5J Bandon School District Banks School District No. 13 Beaverton School District No. 48 Bend-La Pine Public Schools Bethel School District No. 52 Blachly School District Blachly School District 90 Brookings Harbor School District Canas Valley School District Canby School District No. 86 Cascade School District No. 5 Centennial School District No. 28J Central Curry School District No. 1 Central Linn School District Central Point School District No. 6 Central School District No. 13J Clackamas Education Service District Clatskanie School District No. 6J Colton School District No. 53 Columbia Gorge Education Service District Condon School District No. 25J Coos Bay School District No. 9 Coquille School District No. 8 Corbett School District No. 39 Corvallis School District No. 509J Cove School District No. 15 Crane Elementary School District Creswell School District No. 40 Crook County School District Crow-Applegate-Lorane School District No. 66 Culver School District No. 4 Dallas School District No. 2 David Douglas School District No. 40 Dayton School District No. 8 Dayville School District No. 16J Douglas County School District Douglas County School District No. 4 Douglas Education Service District Dufur School District No. 29 Eagle Point School District No. 9 Echo School District No. 5 Elgin School District Elkton School District No. 34 Enterprise School District No. 21 Estacada School District No. 108 Eugene School District No. 4J Falls City School District Fern Ridge School District No. 28J Forest Grove School District Fossil School District 21J Gaston School District 511 J Gervais School District Gladstone School District Glendale School District No. 77 Glide School District Grant County Education Service District	Town of Williston Town of Winnsboro Town of Yemassee Higher Education Aiken Technical College Beaufort Jasper Higher Education Commission Central Carolina Technical College Clemson University Coastal Carolina University College of Charleston Denmark Technical College Florence-Darlington Technical College Francis Marion University Greenville Technical College Horry-Georgetown Technical College Lander University Medical University of South Carolina Midlands Technical College Northeastern Technical College Orangeburg-Calhoun Technical College Piedmont Technical College South Carolina State Board for Technical and Comprehensive Education South Carolina State University South Carolina Technical College System Spartanburg Community College Technical College of the Lowcountry The Citadel Tri-County Technical College Trident Technical College University of South Carolina University of South Carolina, Aiken University of South Carolina, Upstate Williamsburg Technical College Winthrop University York Technical College Education (K-12) Abbeville County School District Aiken County Public Schools Allendale County School District Anderson County School Districts 1 and 2 Career and Technology Center Anderson School District No. 1 Anderson School District No. 2 Anderson School District No. 3 Anderson School District No. 4 Anderson School District No. 5 Bamberg School District No. 1 Bamberg School District No. 2 Barnwell School District No. 45 Beaufort County School District Berkeley County School District Blackville-Hilda Public Schools Calhoun County School District Charleston County School District Cherokee County School District Chester County School District Chesterfield County School District Clarendon County School District No. 1 Clarendon County School District No. 2 Clarendon County School District No. 3 Clover School District No. 2 Colleton County School District Darlington County School District Delta R-V School District Dillon County School District No. 1 Dillon County School District No. 2 Dillon County School District No. 3 Dillon County School District No. 4 Diocese Of Charleston Schools Dorchester School District No. 2 Dorchester School District No. 4 Edgefield County Schools Fairfield County School District Florence County School District No. 1 Florence County School District No. 2 Florence County School District No. 3 Florence County School District No. 4 Florence County School District No. 5 Ft. Mill School District No. 4 Georgetown County School District Greenville County School District Greenwood School District No. 50 Greenwood School District No. 52 Hampton County School District No. 2 Hampton School District No. 1 Horry County Schools Jasper County School District John de la Howe School District Kershaw County School District Lancaster County School District Laurens County School District No. 55 Laurens County School District No. 56 Lee County School District Legacy Charter Schools Lexington County School District No. 1	College of Eastern Utah Davis Applied Technology College Dixie Applied Technology College Dixie State University Mountainland Applied Technology College Rocky Mountain University of Health Professions Salt Lake Community College Snow College Southern Utah University Tooele Applied Technology College Uintah Basin Applied Technology College University of Utah University of Utah Hospitals and Clinics Utah State University Utah State University Utah System of Higher Education Utah Valley University Weber State University Education (K-12) Alpine School District Beaver County School District Box Elder School District Cache County School District Canyons School District Carbon School District Centro De La Familia De Utah Head Start Program School District Daggett School District Davis School District Duchesne County School District Emery County School District Freedom Preparatory Academy School District Garfield County School District Grand County School District Granite School District Iron County School District Jordan School District Juab School District Kane County School District Kogan City School District Millard School District Morgan School District Mountainland Head Start Program School District Office Murray City School District Nebo School District North Sanpete County School District North Sanpete County School District North Wasatch County School District Ogden City School District Park City School District Piute County School District Provo City School District Rich County School District Rich School District Rural Utah Child Development Head Start Program School District Office Salt Lake City School District San Juan School District Sevier School District South Sanpete School District South Summit School District Suu Head Start Program School District Thomas Edison Charter Schools Tintic School District Tooele County School District Uintah School District Wasatch County School District Washington County School District Wayne County School District Weber School District Special District Ash Creek Special Service District Ashley Valley Water and Sewer Improvement District Ballpark and Sewer Improvement District Bear Lake Special Service District Bear River Water Conservancy District Benchland Water District Benson Culinary Water Improvement District Bona Vista Water Improvement District Cache Mosquito Abatement District Cache Valley Transit District Canyonlands Health Care Special Service District Carbon County Housing Authority Carbon County Municipal Building Authority Carbon County Recreation Transportation Special Service District Carbon Water Conservancy District Castle Valley Special Service District Cedar City Housing Authority Cedar Mountain Fire Protection District Cedarview-Montwell Special Service District Central Davis County Sewer District Central Iron County Water Conservancy District Central Utah Water Conservancy District Central Weber Sewer Improvement District Charleston Water Conservancy District Copperton Improvement District Cottonwood Improvement District	Town of Fairfield Town of Farmington Town of Friday Harbor Town of Garfield Town of Hamilton Town of Harrah Town of Hatton Town of Hunts Point Town of Index Town of Ione Town of La Conner Town of LaCrosse Town of Lamont Town of Latah Town of Lind Town of Lyman Town of Malden Town of Mansfield Town of Marcus Town of Metairie Town of Millwood Town of Naches Town of Nespelem Town of Northport Town of Oakesdale Town of Odessa Town of Pe Ell Town of Prescott Town of Reardan Town of Riverside Town of Rockford Town of Rosalia Town of Ruston Town of Skykomish Town of South Cle Elum Town of South Prairie Town of Spangle Town of Springdale Town of St. John Town of Steilacoom Town of Twisp Town of Uniontown Town of Washtucna Town of Waterville Town of Waverly Town of Wilbur Town of Wilkeson Town of Winthrop Town of Woodway Town of Yacolt Town of Yarrow Point Higher Education Bates Technical College Bellevue Community College Bellingham Technical College Big Bend Community College Cascadia Community College Central Washington University Centralia College Clark College Clover Park Technical College Columbia Basin Community College Community Colleges of Spokane Eastern Washington University Edmonds Community College Everett Community College Evergreen State College Grays Harbor College Green River Community College Highline Community College Lake Washington Institute of Technology Lower Columbia College Northwest Indian College Olympic College Peninsula College Pierce College Renton Technical College Seattle Community Colleges District VI Shoreline Community College Skagit Valley College South Puget Sound Community College Tacoma Community College University of Washington Walla Walla Community College Washington State Board for Community and Technical Colleges Washington State Higher Education Facilities Authority Washington State Student Achievement Council Washington State University Washington State University, Vancouver Wenatchee Valley College Western Washington University Whatcom Community College Yakima Valley Community College

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Cascade Rural Fire District	Grant School District No. 3	Lexington County School District No. 2	Davis Community Housing Authority	Education (K-12)
	Castleford Rural Fire District	Grants Pass School District No. 7	Lexington County School District No. 3	Davis County Housing Authority	Aberdeen School District No. 5
	Central Fire District	Greater Albany Public School District B1	Lexington County School District No. 4	Davis-Salt Lake Aerial Spray Authority	Adna School District No. 226
	Central Orchards Sewer District	Gresham-Barlow School District	Lexington-Richland Upper County Water Improvement District	Duchesne County Upper County Water Improvement District	Almira School District No. 17
	Central Shoshone County Water District	Harney County School District No. 3	Marion County School District	Duchesne County Water Conservancy District	Anacortes School District No. 103
	Clark County District Library	Harney Education Service District	Marion County School District No. 7	Emery County Housing Authority	Arlington Public Schools
	Clarkia Free Library District	Harper School District No. 66	Mariboro County School District	Emery County Municipal Building Authority	Asotin-Anatone School District
	Clarkia Highway District	Harrisburg School District No. 7	McCormick County School District	Emery County Special Service District No. 1	Auburn School District No. 408
	Clearwater Free Library District	Helix School District No. 1-R	Newberry County School District	Emery Water Conservancy District	Bainbridge Island School District No. 303
	Clearwater Highway District	Hermiston School District	Oconee County School District	Emigration Improvement District	Battle Ground School District No. 119
	Clearwater Soil and Water Conservation District	High Desert Education Service District	Orangeburg Consolidated School District Four	Fruitland Special Service District	Belleveue Christian School District
	Clearwater Water District	Hillsboro School District No. 1J	Orangeburg County Consolidated School District No. 3	Garden City Fire District	Belleveue School District No. 405
	Consolidated Free Library District	Hood River County School District	Orangeburg County Consolidated School District No. 5	Grand County Housing Authority	Bellingham School District No. 301
	Cottonwood Highway District	Huntington School District No. 16J	Pickens County School District	Granger-Hunter Improvement District	Benge School District No. 122
	Custer Soil and Water Conservation District	Imbler School District No. 11	Richland County School District No. 1	Heber Valley Special Service District	Bethel School District No. 403
	Dietrich Fire District	InterMountain Education Service District	Richland County School District No. 2	Hooper Water Improvement District	Bickleton School District
	Dietrich Highway District	Ione School District R2	Rock Hill School District No. 3	Jensen Water Improvement District	Blaine School District No. 503
	Doumeq Highway District	Jackson County School District No. 9	Saluda School District No. 1	Johnson Water Improvement District	Boistfort School District No. 234
	Downey Swan Lake Highway District	Jackson Education Service District	South Carolina Public Charter School District	Jordan Valley Water Conservancy District	Bremerton School District
	Dry Creek Cemetery Maintenance District	Jefferson County School District No. 509-J	Spartanburg County School District No. 1	Jordanville Special Service District	Brewster School District No. 111
	Eagle Fire Protection District	Jefferson School District	Spartanburg County School District No. 2	Joab Special Service Fire District	Bridgport School District No. 75
	Eagle Sewer District	Jewell School District No. 8	Spartanburg County School District No. 3	Kane County Water Conservancy District	Brimson School District No. 46
	East Bonner County Free Library District	John Day School District No. 3	Spartanburg County School District No. 4	Kearns Improvement District	Burlington-Edison School District No. 100
	East Bonner County Library District	Jordan Valley School District No. 3	Spartanburg County School District No. 5	Lake Point Improvement District	Camas School District
	East Greenacres Irrigation District	Joseph School District No. 6	Spartanburg County School District No. 6	Logan-Cache Airport Authority	Cape Flattery School District No. 401
	Eastern Idaho Public Health District	Junction City School District No. 69	Spartanburg County School District No. 7	Maeser Water and Sewer Improvement District	Capital Region Educational Service District No. 113
	Eastern Idaho Regional Wastewater Authority	Klamath County School District	Sumter School District	Magna Mosquito Abatement District	Carbondale Historical School District No. 19
	Elk River Free Library District	Klamath Falls City Schools	Sumter School District No. 17	Magna Water District	Cascade Christian Schools
	Elmore Soil and Water Conservation District	Knappa School District	Sumter School District No. 2	Metropolitan Water District of Salt Lake and Sandy	Cascade School District No. 228
	Elm Highway District	La Grande School District No. 1	Union County School District	Midvalley Improvement District	Cashmere School District No. 222
	Ferdinand Highway District	Lake County School District No. 7	Ware Shoals School District No. 51	Midway Sanitation District	Castle Rock School District No. 401
	Fish Haven Mosquito Abatement District	Lake Ed Service District	Williamsburg County Schools	Milford Area Healthcare Service District	Central Kitsap School District No. 401
	Fremont County District Library	Lake Oswego School District No. 7J	Williston School District No. 29	Moab Mosquito Abatement District	Central Valley School District No. 356
	Friedman Memorial Airport Authority	Lakeview School District No. 7	York School District No. 1	Moab Valley Fire Protection District	Centralia School District No. 401
	Garden Valley District Library	Lane Education Service District	Special District	Mountain Green Sewer Improvement District	Chehalis School District No. 302
	Garden Valley Fire Protection District	Lebanon Community School District No. 9	Abbeville Housing Authority	Mountain Regional Water Special Service District	Cheney School District No. 360
	Garden Valley Recreation District	Lincoln County School District	Alken Housing Authority	Mountain View Special Service District	Chewelah School District No. 36
	Gateway Fire Protection District	Linn-Benton-Lincoln Education Service District	Anderson Housing Authority	Mt. Olympus Improvement District	Chief Leschi School System
	Gem County Fire Protection District	Long Creek School District No. 17	Atlantic Beach Housing Authority	North Davis County Sewer District	Chimacum School District No. 49
	Gem County Mosquito Abatement District	Lowell School District No. 71	Beaufort Housing Authority	North Davis Fire District	Clarkston School District No. 1250-185
	Glenns Ferry Highway District	Mapleton School District No. 32	Beaufort-Jasper Water and Sewer Authority	North Emery Water Users Special Service District	Cle Elum-Roslyn School District
	Golden Gate Highway District No. 3	Marcola School District No. 79J	Beech Island Rural Community Water District	North Fork Special Services District	Clover Park School District No. 400
	Gooding County Memorial Hospital District	McKenzie School District	Belton-Honea Path Water Authority	North Pointe Solid Waste Special Service District	Colfax School District No. 300
	Grace District Library	McMinnville School District No. 40	Bennettsville Housing Authority	North Summit Fire District	College Place School District No. 250
	Grangeville Highway District	Medford School District No. 549C	Berea Public Service District	North Tooele County Fire Protection District	Colton School District No. 306
	Grangeville Water and Sewer District	Milton-Freewater School District No. 7	Berkeley County Water and Sanitation Authority	North Utah Water Conservancy District	Columbia School District No. 206
	Greater Boise Auditorium District	Mitchell School District No. 55	Big Creek Water and Sewerage District	North View Fire District	Columbia School District No. 206, Stevens County
	Greater Middleton Parks and Recreation District	Molalla River School District	Bluffton Township Fire District	Ogden Housing Authority	Columbia School District No. 400
	Greater Swan Valley Fire Protection District No. 2	Monument School District	Boiling Springs Fire District, Greenville County	Ouray Park Water Improvement District	Colville School District No. 115
	Groveland Water and Sewer District	Morrow County School District	Broad Creek Public Service District	Park City Fire Service District	Concrete School District No. 11
	Harbor View Estates Water and Sewer District	Mt. Angel School District	Buffalo-Mt. Pisgah Fire Protection District	Price River Water Improvement District	Conway Consolidated School District No. 317
	Hayden Lake Irrigation District	Multnomah Education Service District Consortium	Burton Fire District	Provo Housing Authority	Cosmopolis School District
	Hayden Lake Recreational Water and Sewer District	Myrtle Point School District	Central Midlands Regional Transit Authority	Rockville/Springdale Fire Protection District	Coulee-Hartline School District No. 151
	Hillsdale Highway District	Neah-Kah-Nie School District No. 56	Charleston Area Regional Transportation Authority	Roosevelt City Housing Authority	Cougville School District No. 204
	Homedale Highway District	Neskaham Valley School District No. 101	Charleston County Aviation Authority	Salt Lake City Housing Authority	Crescent School District
	Hoo Doo Water and Sewer District	New Hope Christian Schools	Charleston County Housing and Redevelopment Authority	Salt Lake City Mosquito Abatement District	Creston School District No. 73
	Horseshoe Bend Fire Protection District	Newberg School District No. 29J	Charleston Housing Authority	Salt Lake County Housing Authority	Curlew School District No-50
	Idaho Soil and Water Conservation District	North Bend School District No. 13	Charleston Naval Complex Redevelopment Authority	Sandy Suburban Improvement District	Cusick School District
	Indian Valley Rural Fire District	North Central Education Service District	Charleston Soil and Water Conservation District	Scofield Reservoir Special Service District	Darrington School District No. 330
	Iona-Bonneville Sewer District	North Clackamas School District No. 12	Cheraw Housing Authority	Sevier County Special Service District No. 1	Davenport School District No. 207
	Island Park Fire District	North Douglas School District No. 22	Chester Housing Authority	Skyline Mountain Special Service District	Dayton School District No. 2
	Jerome Highway District	North Lake School District	Chester Metropolitan District	Snyderville Basin Special Recreation District	Deer Park School District No. 414
	Jerome Recreation District	North Marion School District No. 15	Chester Sewer District	Snyderville Basin Water Reclamation District	Dieringer School District
	Jerome Rural Fire District No. 1	North Santiam School District No. 29	Coast Regional Transportation Authority	Solid Waste Special Service District No. 1	Divie School District
	Kamiah Fire Protection District	North Wasco County School District No. 21	Columbia Housing Authority	South Davis Sewer District	East Valley School District No. 361
	Kamiah Highway District	Northwest Regional Education Service District	Conway Housing Authority	South Davis Water District	East Valley School District No. 361, Spokane County
	Ketchum Rural Fire Protection District	Nysa School District No. 26	Daniel Morgan Water District	South Ogden Conservation District	East Valley School District No. 90, Yakima County
	Kidder Harris Highway District	Oakland School District	Darlington County Fire District	South Salt Lake Valley Mosquito Abatement District	Eastmont School District No. 206
	Kingston Water District	Oakridge School District No. 76	Darlington County Water and Sewer Authority	South Summit Fire Protection District	Eatonville School District No. 404
	Kootenai County Water District No. 1	Ontario School District No. 86	Darlington Housing Authority	South Utah Valley Solid Waste District	Edmonds School District No. 15
	Kootenai-Ponderay Sewer District	Oregon City School District No. 62	Donalds-Due West Water and Sewer Authority	South Valley Sewer and Water District	Educational Service District No. 112
	Kootenai-Shoshone Soil and Water Conservation Distr	Oregon Trail School District No. 46	Dorchester County Sales Tax Transportation Authority	Southeastern Utah Housing Authority	Ellensburg School District No. 401
	Kuna Library District	Paisley School District No. 11	Dorchester County Water Authority	Spanish Valley Water and Sewer Improvement District	Elma School District No. 68
	Laclede Water District	Parkrose School District No. 3	Duncan Chapel Fire District	St. George Housing Authority	Endicott School District No. 308
	Lakes Highway District	Pendleton School District No. 16	Easley Housing Authority	Stansbury Park Improvement District	Entiat School District No. 127
	Latah County Library District	Perrydale School District No. 21J	Easley-Central Water District	Strawberry Electric Service District	Enumclaw School District No. 216
	Latah Soil and Water Conservation District	Philomath School District No. 17J	East Richland County Public Service District	Sugar House Park Authority	Ephrata School District No. 165
	Lemhi Soil and Water Conservation District	Phoenix-Talent School District	Edgefield County Water and Sewer Authority	Tabby Valley Park Special Service District	Evaline School District No. 36
	Lewiston Orchards Irrigation District	Pilot Rock School District No. 2	Florence Housing Authority	Taylorville Water Improvement District	Everett School District No. 2
	Lewiston-Nez Perce County Regional Airport Authority	Pine Eagle School District No. 61	Fort Mill Housing Authority	Thompson Special Service District	Evergreen School District No. 114, Clark County
	Lincoln County Recreation District	Pinehurst School District	Fripp Island Public Service District	Timpanogas Special Service District	Evergreen School District No. 205
	Little Blacktail Ranch Water District	Pleasant Hill School District	Gaffney Housing Authority	Tooele County Housing Authority	Federal Way Public Schools
	Little Wood River Library District	Plush School District 18	Gaston Rural Community Water District	Tooele County Recreation Special Service District	Ferndale School District No. 502
	Lizard Butte Library District	Port Orford-Langlois School District No. 2CJ	Georgetown County Water and Sewer District	Tridell-Lapoint Water Improvement District	File School District No. 417
	Lost River Highway District	Portland Public School District No. 1	Georgetown Housing Authority	Uintah Animal Control and Shelter Special Service District	Finley School District
	M&T Water and Sewer District	Powers School District No. 31	Gilbert-Summit Rural Water District	Uintah County Municipal Building Authority	Franklin Pierce School District No. 402
	MacKay Free Library District	Prairie City School District No. 13	Grand Strand Water and Sewer Authority	Uintah Fire Suppression Special Service District	Freeman School District No. 358
	Madison Library District	Prospect School District	Greenville Arena District	Uintah Health Care Special Service District	Garfield School District No. 302
	Marsing Rural Fire District	Rainier School District No. 13	Greenville County Recreation District	Uintah Highlands Water and Sewer Improvement District	Glenwood School District
	McCall Fire Protection District	Redmond School District No. 2J	Greenville County Redevelopment Authority	Uintah Mosquito Abatement District	Goldendale School District
	McCall Memorial Hospital District	Reedsport School District No. 105	Greenville Transit Authority	Uintah Recreation District	Grand Coulee Dam School District
	Meridian Cemetery Maintenance District	Region 9 Education Service District	Greenwood Metropolitan District	Uintah Transportation Special Service District	Grandview School District No. 200
	Meridian Library District	Reynolds School District No. 7	Greer Housing Authority	Uintah Water Conservancy District	Granger School District No. 204
	Meridian Rural Fire Protection District	Riddle School District No. 70		Unified Fire Authority	Granite Falls School District No. 332

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Wilderness Ranch Fire Protection District	Colton Fire District	Township		Pateros School District
	Winona Highway District	Colton Water District	Township of Grand Meadow		Paterson School District No. 50
	Worley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority	Tribal		Pe Ell School District No. 301
	Worley Highway District	Columbia Health District	Catawba Indian Nation		Peninsula School District
State		Columbia Improvement District			Pioneer School District No. 402
Idaho Department of Administration		Columbia River People's Utility District			Pomeroy School District No. 110
Idaho Department of Health and Welfare		Columbia Soil and Water Conservation District			Port Angeles School District No. 121
State Of Idaho		Coos County Airport District			Port Townsend School District No. 50
Tribal		Coos County Library Service District			Prescott School District No. 402-37
Coeur d'Alene Tribe		Coquille Indian Housing Authority			Pride Prep Schools
Kootenai Tribe of Idaho		Coquille Valley Hospital District			Prosser School District No. 116
Nez Perce Tribal Enterprises		Corbett Water District			Puget Sound Educational Service District
Nez Perce Tribe		Corvallis Rural Fire Protection District			Pullman School District No. 267
Shoshone-Bannock Tribes		Cove Rural Fire Protection District			Puyallup School District No. 3
		Crooked River Ranch Rural Fire Protection District			Queets-Clearwater School District No. 20
		Crooked River Ranch Special Road District			Quilcene School District No. 48
		Curry Health District			Quillayute Valley School District No. 402
		Curry Public Library District			Quincy School District No. 144
		Dallas Cemetery District No. 4			Rainier School District No. 307
		Dean Minard Water District			Raymond School District No. 116
		Dee Rural Fire Protection District			Reardan-Edwall School District
		Deschutes County 911 Service District			Renton School District No. 403
		Deschutes County Rural Fire District No. 1			Republic School District
		Deschutes Valley Water District			Richland School District No. 400
		Devils Lake Water Improvement District			Ridgefield School District No. 122
		Dexter Rural Fire Protection District			Ritzville School District
		Douglas County Fire District No. 2			Riverside School District
		Douglas County Housing Authority			Riverview School District No. 407
		Douglas Soil and Water Conservation District			Rochester School District
		Drakes Crossing Rural Fire Protection District			Rosalia School District No. 320
		Dufur Recreation District			Royal School District
		Eagle Valley Soil and Water Conservation District			San Juan Island School District No. 149
		East Fork Irrigation District			Satsop School District No. 104
		East Multnomah Soil and Water Conservation District			Seattle Public Schools
		East Umatilla County Health District			Sedro-Woolley School District No. 101
		East Valley Water District			Selah School District No. 119
		Echo Rural Fire District			Selkirk School District No. 70
		Elsie-Vinemapple Rural Fire Protection District No. 11			Sequim School District No. 323
		Emerald People's Utility District			Shaw Island School District No. 10
		Estacada Rural Fire District No. 69			Shelton School District No. 309
		Fairview Water District			Shoreline School District No. 412
		Falcon Cove Beach Water District			Skykomish School District
		Farmers Irrigation District			Snohomish School District No. 201
		Gardiner Sanitary District			Snoqualmie Valley School District No. 410
		Gaston Rural Fire District			Soap Lake School District No. 156
		Gates Rural Fire Protection District			South Bend School District No. 118
		Gearhart Rural Fire Protection District			South Kitsap School District No. 402
		Glendale Rural Fire Protection District			South Whidbey School District No. 206
		Gleneden Sanitary District			Southside School District
		Goshen Fire District			Spokane Public Schools
		Government Camp Sanitary District			Sprague School District
		Grand Ronde Sanitary District			St. John School District No. 322
		Grant County Transportation District			Stanwood-Camano School District No. 401
		Grant Soil and Water Conservation District			Steilacoom Historical School District No. 1
		Grants Pass Irrigation District			Steptoe School District No. 304
		Green Sanitary District			Stevenson-Carson School District No. 303
		Hahlen Road Special District			Sultan School District No. 311
		Halsey-Shedd Rural Fire Protection District			Summit Valley School District 202
		Hamlet Rural Fire Protection District			Summer School District No. 320
		Harbor Sanitary District			Sunnyside School District No. 201
		Harbor Water Public Utility District			Tacoma School District No. 10
		Harney District Hospital			Taholah School District No. 77
		Harney Soil and Water Conservation District			Tahoma School District No. 409
		Harriman Rural Fire Protection District			Tekoa School District No. 265
		Hazeldell Rural Fire Protection District			Tenino School District No. 402
		Hebo Joint Water and Sewer Authority			Thorp School District No. 400
		Heceta Water District			Toledo School District No. 237
		Hermiston Cemetery District			Tonasnot School District
		Hermiston Fire and Emergency Services District			Toppenish School District No. 202
		Hermiston Irrigation District			Toucheet School District No. 300
		Hood River County Library District			Toulie Lake School District No. 130
		Hood River County Transportation District			Trout Lake School District No. R-400
		Hood River Valley Parks and Recreation District			Tukwila School District No. 406
		Hoodland Fire District No. 74			Tumwater School District No. 33
		Hubbard Rural Fire Protection District			Union Gap School District No. 2
		Ice Fountain Water District			University Place School District No. 83
		Illinois Valley Rural Fire Protection District			Valley School District
		Ione Rural Fire Protection District			Valley School District No. 70
		Irrigon Community Park and Recreation Maintenance District			Vancouver School District No. 37
		Jackson County Airport Authority			Vashon Island School District No. 402
		Jackson County Fire District No. 3			Wahkiakum School District No. 200
		Jackson County Fire District No. 5			Wahluke School District No. 73
		Jackson County Housing Authority			Waitsburg School District
		Jackson County Library District			Walla Walla School District No. 140
		Jackson County Vector Control District			Wapato School District No. 207
		Jackson Soil and Water Conservation District			Warden School District No. 146-161
		Jefferson Rural Fire Protection District			Washington Schools Risk Management Pool
		John Day/Canyon City Parks and Recreation District			Washington State Educational Service District
		Junction City Rural Fire Protection District			Washougal School District
		Juniper Flat Rural Fire Protection District			Washtucna School District
		Keating Soil and Water Conservation District			Waterville School District No. 209
		Keizer Rural Fire Protection District			Wellpinit School District
		Keno Fire Protection District			Wenatchee School District No. 246
		Kernville-Gleneden Beach-Lincoln Beach Water District			West Valley School District No. 208, Yakima County

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Klamath County Fire District No. 1 Klamath County Library Service District Klamath Housing Authority Klamath Irrigation District Klamath Vector Control District La Grande Rural Fire Protection District La Pine Park and Recreation District La Pine Rural Fire Protection District La Pine Water District Lake District Hospital Lake Grove Water District Lakeside Fire District No. 4 Lane County Fire District No. 1 Lane Library District Lane Transit District Langlois Water District LaPine Special Sewer District Lebanon Aquatic District Lebanon Fire District Lewis and Clark Rural Fire Protection District Libby Drainage District Linn Benton Housing Authority Lookingglass Rural Fire District Lorane Rural Fire Protection District Lowell Rural Fire Protection District Lower Umpqua Hospital District Lusted Water District Madras Aquatic Center District Malheur County Housing Authority Malin Rural Fire Protection District Mapleton Water District Marion County Fire District No.1 Marion Soil and Water Conservation District Medford Irrigation District Merrill Rural Fire Protection District Mid-County Cemetery Maintenance District Middle Fork Irrigation District Miles Crossing Sanitary Sewer District Mill City Rural Fire Protection District Milton-Freewater Water Control District Mist-Birkenfeld Rural Fire Protection District Mohawk Valley Rural Fire District Molalla River Improvement District Molalla Rural Fire Protection District No. 73 Monroe Rural Fire Protection District Morrow County Health District Mountain View Hospital District Mt. Angel Fire District Multnomah County Drainage District No. 1 Multnomah County Rural Fire Protection District No. 10 Multnomah County Rural Fire Protection District No. 14 Nesika Beach-Ophir Water District Neskowin Regional Sanitary Authority Neskowin Regional Water District Nestucca Rural Fire Protection District Netarts Oceanside Sanitary District Netarts-Oceanside Rural Fire Protection District North Bay Rural Protection Fire District North Bend City/Coos-Curry Housing Authority North Central Public Health District North Clackamas Parks and Recreation District North County Recreation District North Gilliam Cemetery District North Gilliam County Rural Fire Protection District North Lincoln Fire and Rescue District No. 1 North Powder Rural Fire Protection District North Sherman County Rural Fire Protection District North Unit Irrigation District Northeast Oregon Housing Authority Northern Wasco County Park and Recreation District Northern Wasco County People's Utility District Northwest Oregon Housing Authority Nyssa Road Assessment District No. 2 Nyssa Rural Fire Protection District Oak Hill Sanitary District Oak Lodge Sanitary District Oak Lodge Water District Oceanside Water District Ochoco West Sanitary District Odell Sanitary District Ontario Library District Oregon Fire Districts Association Oregon Infrastructure Finance Authority Oregon Trail Library District Oregon Water Wonderland Unit II Sanitary District Owyhee Irrigation District Pacific City Joint Water Sanitary Authority Pacific Communities Health District Palatine Hill Water District Peninsula Drainage District No. 1 Peninsula Drainage District No. 2 Pilot Rock Fire Protection District Pine Grove Rural Fire Protection District Pleasant Hill Rural Fire Protection District			West Valley School District No. 363, Spokane County White Pass School District No. 303 White River School District No. 416 White Salmon Valley School District No. 405-17 Wilbur School District No. 200 Willapa Valley School District No. 160 Wilson Creek School District Winlock School District No. 232 Wishkah Valley School District No. 117 Woodland School District No. 404 Yakima School District No. 7 Yelm Community School District No. 2 Zillah School District No. 205 Special District Acme Water District No. 18 Adams County Fire Protection District No. 1 Adams County Mosquito Control District Aeneas Lake Irrigation District Alderwood Water and Wastewater District Alpine Water District Anacortes Housing Authority Annapolis Water District Asotin County Cemetery District No. 1 Asotin County Conservation District Asotin County Fire District No. 1 Asotin County Housing Authority Asotin County Public Utility District No. 1 Badger Mountain Irrigation District Bainbridge Island Metropolitan Park and Recreation District Basin City Water/Sewer District Bayview Beach Water District Beacon Hill Water and Sewer District Beehive Irrigation District Belfair Water District No. 1 Bellevue Convention Center Authority Bellingham Housing Authority Bellingham Public Development Authority Benton County Diking District No. 1 Benton County Fire Protection District No. 1 Benton County Fire Protection District No. 2 Benton County Fire Protection District No. 4 Benton County Fire Protection District No. 5 Benton County Fire Protection District No. 6 Benton County Mosquito Control District Benton County Public Utility District No. 1 Benton Irrigation District Benton-Franklin Health District Beverly Water District Birch Bay Water and Sewer District Black Diamond Water District Bremerton Housing Authority Buckhannon-Upshur County Airport Authority Burbank Irrigation District No. 4 Carnegie Irrigation District No. 7 Cascadia Conservation District Cedar River Water and Sewer District Central Klickitat County Park and Recreation District Central Pierce Fire and Rescue District No. 6 Central Puget Sound Regional Transit Authority Central Valley Ambulance Authority Chelan County Fire District No. 1 Chelan County Fire District No. 3 Chelan County Fire District No. 5 Chelan County Fire District No. 6 Chelan County Fire District No. 7 Chelan County Fire District No. 8 Chelan County Fire District No. 9 Chelan County Public Hospital District No. 1 Chelan County Public Utility District No. 1 Chelan County/Wenatchee Housing Authority Chelan-Douglas Health District Chinook Water District Chuckanut Community Forest Park District Clallam Conservation District Clallam County Fire District No. 2 Clallam County Fire District No. 5 Clallam County Fire District No. 6 Clallam County Fire Protection District No. 1 Clallam County Fire Protection District No. 3 Clallam County Fire Protection District No. 4 Clallam County Hospital District No. 1 Clallam County Housing Authority Clallam County Parks and Recreation District No. 1 Clallam County Public Hospital District No. 2 Clallam County Public Utility District No. 1 Clark County Fire District No. 10 Clark County Fire District No. 11 Clark County Fire District No. 12 Clark County Fire District No. 5 Clark County Fire Protection District No. 3 Clark County Fire Protection District No. 6 Clark County Public Utility District No. 1 Clark Regional Wastewater District Cline Irrigation District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Pleasant Home Water District Polk County Fire District No- 1 Polk County Housing Authority Polk Soil and Water Conservation District Portland Metropolitan Area Water District Public Procurement Authority Rainbow Water District Raleigh Water District Redmond Area Park and Recreation District Riddle Rural Fire District River Forest Acres Special Road District River Road Park and Recreation District Rivergrove Water District Roads End Sanitary District Roberts Creek Water District Rockwood Water People's Utility District Rogue River Cemetery Maintenance District Rogue Valley Transportation District Roseburg Urban Sanitary Authority Sable Drive Road District Salem Area Mass Transit District Salem Housing Authority Salem-Keizer Transit District Santa Clara Rural Fire Protection District Santiam Water Control District Scappoose Rural Fire District Scio Rural Fire District Scottsburg Rural Fire District Seal Rock Fire District Seal Rock Water District Shangri-La Water District Shasta View Irrigation District Siletz Rural Fire Protection District Silverton Fire District Sisters-Camp Sherman Rural Fire Protection District Siuslaw Public Library District South Clackamas Transportation District South Suburban Sanitary District Southern Curry Cemetery Maintenance District Southwest Lincoln County Water District Spring River Special Road District Springfield Utility District Stanfield Fire District No. 7-402 Stayton Fire District Suburban East Salem Water District Sunrise Water Authority Sunset Empire Transportation District Swalley Irrigation District Sweet Home Fire and Ambulance District Talent Irrigation District Terrebonne Domestic Water District Three Sisters Irrigation District Tillamook County Transportation District Tillamook People's Utility District Tiller Rural Fire District Toledo Rural Fire Protection District Tri City Rural Fire District No. 4 Tri City Water District Tri-City Service District Tri-County Metropolitan Transportation District Tualatan Hills Park and Recreation District Tualatin Hills Park and Recreation District Tualatin Valley Irrigation District Tualatin Valley Water District Tumalo Irrigation District Twin Rocks Sanitary District Umatilla County Housing Authority Umatilla Hospital District Umatilla Land Redevelopment Authority Umatilla Morrow Radio and Data District Umatilla Reservation Housing Authority Umatilla Rural Fire Protection District Union Cemetery District Vale Oregon Irrigation District Valley View Water District Vandevent Acres Special Road District Vineyard Mountain Water and Improvement District Walla Walla River Irrigation District Wallowa County Health Care District Wamic Water and Sanitary Authority Warm Springs Housing Authority Wasco County Soil and Water Conservation District Washington County Fire District No. 2 Washington County Housing Authority Water Wonderland Improvement District Wedderburn Sanitary District West Slope Water District West Valley Housing Authority Western Lane Ambulance District Westport Wauna Rural Fire Protection District Westwood Hills Road District Wiard Memorial Park District Wickiup Water District Willamalane Park and Recreation District			Clinton Water District Coal Creek Utility District Columbia Conservation District Columbia County Fire District No. 3 Columbia County Public Hospital District No. 1 Columbia County Rural Library District Columbia Irrigation District Columbia Valley Water District Colville Indian Housing Authority Consolidated Irrigation District No. 14 Covington Water District Cowlitz Sewer District Cowlitz County Cemetery District No. 2 Cowlitz County Fire District No. 6 Cowlitz County Public Utility District No. 1 Cowlitz Transit Authority Cross Valley Water District Dallesport Water District Douglas County Fire District No. 2 Douglas County Fire Protection District No. 5 Douglas County Public Utility District No. 1 Douglas County Sewer District No. 1 Douglas-Okanagan County Fire District No. 15 East Columbia Basin Irrigation District East Gig Harbor Water District East Lewis County Public Development Authority East Pierce Fire and Rescue District No. 22 East Spokane Water District No. 1 East Wenatchee Water District Eastmont Metropolitan Park District Eastsound Sewer and Water District Edmonds Public Facilities District Ellensburg Business Development Authority Enterprise Cemetery District No. 7 Entiat Irrigation District Everett Housing Authority Everett Public Facilities District Evergreen Water-Sewer District No. 19 Fall City Water District Ferry County Public Utility District No. 1 Ferry/Okanagan County Fire Protection District No. 13 Fisherman Bay Sewer District Foster Creek Conservation District Four Lakes Water District No. 10 Franklin Conservation District Franklin County Cemetery District No. 2 Franklin County Fire District No. 1 Franklin County Fire Protection District No. 3 Franklin County Irrigation District No. 1 Franklin County Public Utility District No. 1 Freeland Water and Sewer District Ft. Worden Public Development Authority Gardena Farms Irrigation District No. 13 Geforth Special Utility District Grand Coulee Project Hydroelectric Authority Grandview Irrigation District Grant County Airport District No. 1 Grant County Fire District No. 10 Grant County Fire District No. 11 Grant County Fire District No. 3 Grant County Fire District No. 4 Grant County Fire District No. 7 Grant County Fire Protection District No. 5 Grant County Housing Authority Grant County Mosquito Control District No. 1 Grant County Mosquito District No. 2 Grant County Port District No. 4 Grant County Port District No. 6 Grant County Port District No. 7 Grant County Public Hospital District No. 1 Grant County Public Hospital District No. 2 Grant County Public Hospital District No. 3 Grant County Public Hospital District No. 4 Grant County Public Utility District No. 2 Grant Transit Authority Grays Harbor Conservation District Grays Harbor County Fire Protection District No. 1 Grays Harbor County Fire Protection District No. 12 Grays Harbor County Fire Protection District No. 14 Grays Harbor County Fire Protection District No. 7 Grays Harbor County Housing Authority Grays Harbor County Water District No. 1 Grays Harbor County Water District No. 2 Grays Harbor Drainage District No. 1 Grays Harbor Fire District No. 10 Grays Harbor Historical Seaport Authority Grays Harbor Public Utility District No. 1 Grays Harbor Transportation Authority Greater Wenatchee Irrigation District Greater Wenatchee Regional Events Center Public Facilities District Green Tank Irrigation District No. 11 Hartstene Pointe Water-Sewer District Highland Water District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Williams Rural Fire Protection District Willow Creek Park District Winchester Bay Sanitary District Winston-Dillard Fire District Winston-Dillard Water District Woodburn Rural Fire Protection District Yamhill County Housing Authority Yamhill Fire Protection District Youngs River-Lewis and Clark Water District			Highlands Sewer District Highline Water District Historic Seattle Preservation and Development Authority Holmes Harbor Sewer District Hunters Water District Hydro Irrigation District No. 9 Icicle Irrigation District Inchellum Water District Irvin Water District No. 6 Island County Fire District No. 3 Island County Fire Protection District No. 1 Island County Housing Authority Jefferson County Conservation District Jefferson County Fire District No. 5 Jefferson County Fire Protection District No. 1 Jefferson County Fire Protection District No. 3 Jefferson County Public Utility District No. 1 Jefferson County Water District No. 3 Jefferson Transit Authority Juniper Beach Water District Kapowsin Water District Kelso Housing Authority Kennewick Housing Authority Kennewick Irrigation District Kennewick Public Facilities District Kennewick Public Hospital District Kent Fire Department Regional Fire Authority Key Peninsula Metro Parks District King County Airport District No. 1 King County Ferry District King County Fire Protection District No. 16 King County Fire Protection District No. 2 King County Fire Protection District No. 20 King County Fire Protection District No. 25 King County Fire Protection District No. 27 King County Fire Protection District No. 28 King County Fire Protection District No. 34 King County Fire Protection District No. 37 King County Fire Protection District No. 40 King County Fire Protection District No. 43 King County Fire Protection District No. 44 King County Fire Protection District No. 45 King County Fire Protection District No. 47 King County Fire Protection District No. 50 King County Flood Control District King County Hospital District No. 4 King County Housing Authority King County Public Hospital District No. 1 King County Public Hospital District No. 2 King County Water District No. 1 King County Water District No. 111 King County Water District No. 117 King County Water District No. 119 King County Water District No. 125 King County Water District No. 19 King County Water District No. 20 King County Water District No. 45 King County Water District No. 49 King County Water District No. 54 King County Water District No. 90 Kitsap Conservation District Kitsap County Consolidated Housing Authority Kitsap County Fire District No. 18 Kitsap County Public Utility District No. 1 Kitsap County Rural Library District Kitsap Public Health District Kittitas County Conservation District Kittitas County Fire District No. 2 Kittitas County Fire Protection District No. 7 Kittitas County Hospital District No. 2 Kittitas County Housing Authority Kittitas County Public Utility District No. 1 Kittitas County Water District No. 5 Kittitas County Water District No. 6 Kittitas County Water District No. 7 Klickitat County Fire District No. 14 Klickitat County Fire District No. 15 Klickitat County Fire District No. 1 Klickitat County Fire Protection District No. 4 Klickitat County Fire Protection District No. 5 Klickitat County Port District No. 1 Klickitat County Public Hospital District No. 1 Klickitat County Public Hospital District No. 2 Klickitat County Public Utility District No. 1 Lacey Fire District 3 Lake Chelan Reclamation District Lake Chelan Sewer District Lake Forest Park Water District Lake Stevens Sewer District Lake Wenatchee Water District Lake Whatcom Water and Sewer District Lakehaven Utility District Lakewood Water District Lenora Water and Sewer District
		State Oregon Department of Administrative Services Oregon Department of Revenue Oregon Health Licensing Agency Oregon Higher Education Coordinating Commission Oregon Secretary of State Oregon State Board of Nursing State of Oregon			
		Tribal Burns Paiute Tribe Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians Confederated Tribes of Grand Ronde Community Confederated Tribes of Siletz Indians Confederated Tribes of the Umatilla Indian Reservation Confederated Tribes of the Warm Springs Coquille Indian Tribe Klamath Tribes			

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Lewis County Conservation District
					Lewis County Fire District No. 1
					Lewis County Fire District No. 11
					Lewis County Fire District No. 13
					Lewis County Fire District No. 18
					Lewis County Fire District No. 9
					Lewis County Fire Protection District No. 14
					Lewis County Fire Protection District No. 16
					Lewis County Fire Protection District No. 2
					Lewis County Fire Protection District No. 5
					Lewis County Fire Protection District No. 6
					Lewis County Fire Protection District No. 8
					Lewis County Hospital District No. 1
					Lewis County Public Facilities District
					Lewis County Public Utility District No. 1
					Lewis County Water District No. 1
					Lewis County Water District No. 3
					Lewis Public Transportation Benefit Area Authority
					Liberty Lake Sewer and Water District
					Lincoln County Fire District No. 1
					Lincoln County Fire District No. 4
					Lincoln County Fire Protection District No. 5
					Lincoln County Fire Protection District No. 6
					Lincoln County Fire Protection District No. 8
					Lincoln County Hospital District No. 3
					Lincoln-Adams County Fire Protection District No. 3
					Longview Housing Authority
					Lopez Island Library District
					Lower Elwha Housing Authority
					Lower Squilchuck Irrigation District
					Lummi Housing Authority
					Lummi Tribal Sewer and Water District
					Makah Housing Authority
					Malaga Water District
					Manchester Water District
					Manson Park and Recreation District
					Marshalland Flood Control District
					Marysville Fire District
					Mason Conservation District
					Mason County Fire District No. 13
					Mason County Fire District No. 17
					Mason County Fire District No. 2
					Mason County Fire District No. 4
					Mason County Fire Protection District No. 5
					Mason County Fire Protection District No. 8
					Mason County Housing Authority
					Mason County Public Hospital District No. 1
					Mason County Public Utility District No. 1
					Mason County Public Utility District No. 3
					Mason County Transit Authority
					Methow Valley Irrigation District
					Mid-Columbia Library District
					Midway Sewer District
					Moab Irrigation District No. 20
					Moses Lake Irrigation and Rehabilitation District
					Mukilteo Water and Wastewater District
					Naches-Selah Irrigation District
					North Beach Water District
					North Central Washington Economic Development District
					North City Water District
					North County Regional Fire Authority
					North Highline Fire District
					North Perry Avenue Water District
					North Whidbey Park and Recreation District
					Northeast Sammamish Sewer and Water District
					Northshore Utility District
					Northwest Park and Recreation District No. 2
					Okanogan Conservation District
					Okanogan County Cemetery District No. 4
					Okanogan County Fire District No. 6
					Okanogan County Fire Protection District No. 11
					Okanogan County Housing Authority
					Okanogan County Public Hospital District No. 3
					Okanogan County Public Hospital District No. 4
					Okanogan County Public Utility District No. 1
					Okanogan Fire Protection District No. 16
					Okanogan Irrigation District
					Olympic View Water and Sewer District
					Olympus Terrace Sewer District
					Orcas Island Library District
					Orchard Avenue Irrigation District No. 6
					Oroville Housing Authority
					Oroville-Tonasket Irrigation District
					Othello Housing Authority
					Pacific Conservation District
					Pacific County Fire District No. 2
					Pacific County Fire Protection District No. 1
					Pacific County Fire Protection District No. 3
					Pacific County Public Healthcare Services District No. 3
					Pacific County Public Utility District No. 2
					Pacific Hospital Preservation and Development Authority
					Palouse Conservation District
					Pasco/Franklin County Housing Authority
					Pend Oreille County Fire District No. 2

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Pend Oreille County Fire District No. 4 Pend Oreille County Fire District No. 5 Pend Oreille County Library District Pend Oreille County Public Hospital District No. 1 Pend Oreille County Public Utility District No. 1 Peninsula Housing Authority Peninsula Metropolitan Park District Peshastin Irrigation District Peshastin Water District Pierce Conservation District Pierce County Fire District No. 13 Pierce County Fire District No. 16 Pierce County Fire District No. 18 Pierce County Fire District No. 23 Pierce County Fire District No. 27 Pierce County Fire District No. 3 Pierce County Fire District No. 5 Pierce County Fire District No. 8 Pierce County Fire Protection District No. 14 Pierce County Fire Protection District No. 2 Pierce County Fire Protection District No. 21 Pierce County Housing Authority Pike Place Market Preservation and Development Authority Point Roberts Water District No. 4 Ponderay Shores Water and Sewer District Port Ludlow Drainage District Prescott Joint Parks and Recreation District Prosser Fire District No. 3 Prosser Public Hospital District Public Hospital District No. 1 Public Hospital District No. 3 Public Utility District No- 1 Puyallup Tribal Health Authority Quileute Housing Authority Quinault Housing Authority Quincy-Columbia Basin Irrigation District Renton Housing Authority Richland Housing Authority Richland Public Facilities District Ronald Wastewater District Roza Irrigation District Sacheen Lake Sewer and Water District Sammamish Plateau Water and Sewer District San Juan Island Library District Saratoga Water District Scotchell Head Water District Seattle Chinatown International District Preservation and Development Author Seattle Housing Authority Seattle Southside Regional Tourism Authority Selah-Moxee Irrigation District Si View Metropolitan Park District Silver Lake Flood Control District Silver Lake Water And Sewer District Silverdale Water District Skagit Conservation District Skagit County Cemetery District No. 2 Skagit County Fire District No. 10 Skagit County Fire District No. 11 Skagit County Fire District No. 15 Skagit County Fire District No. 9 Skagit County Fire Protection District No. 13 Skagit County Fire Protection District No. 14 Skagit County Fire Protection District No. 2 Skagit County Fire Protection District No. 3 Skagit County Fire Protection District No. 4 Skagit County Fire Protection District No. 5 Skagit County Fire Protection District No. 8 Skagit County Housing Authority Skagit County Public Hospital District No. 1 Skagit County Public Hospital District No. 2 Skagit County Public Hospital District No. 304 Skagit County Public Utility District No. 1 Skagit County Sewer District No. 1 Skagit County Sewer District No. 2 Skagit Valley Public Hospital District No. 1 Skamania County Fire District No. 1 Skamania County Fire District No. 4 Skamania County Public Hospital District No. 1 Skamania County Public Utility District No. 1 Skamokawa Water and Sewer District Skyway Water and Sewer District Snohomish County Fire District No. 15 Snohomish County Fire District No. 16 Snohomish County Fire District No. 19 Snohomish County Fire District No. 26 Snohomish County Fire District No. 5 Snohomish County Fire Protection District No. 1 Snohomish County Fire Protection District No. 17 Snohomish County Fire Protection District No. 21 Snohomish County Fire Protection District No. 22 Snohomish County Fire Protection District No. 25 Snohomish County Fire Protection District No. 28 Snohomish County Fire Protection District No. 3 Snohomish County Fire Protection District No. 7

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Snohomish County Housing Authority Snohomish County Public Hospital District No. 1 Snohomish County Public Hospital District No. 2 Snohomish County Public Utility District No. 1 Snohomish Health District Snohomish River Regional Water Authority Snoqualmie Valley Hospital District South Columbia Basin Irrigation District South Correctional Entity Public Development Authority South Naches Irrigation District South Whatcom Fire Authority South Whidbey Parks and Recreation District South Yakima Conservation District Southwest Suburban Sewer District Spokane Conservation District Spokane County Fire District No. 12 Spokane County Fire District No. 2 Spokane County Fire District No. 4 Spokane County Fire Protection District No. 10 Spokane County Fire Protection District No. 11 Spokane County Fire Protection District No. 13 Spokane County Fire Protection District No. 3 Spokane County Fire Protection District No. 5 Spokane County Fire Protection District No. 8 Spokane County Fire Protection District No. 9 Spokane County Library District Spokane County Water District No. 3 Spokane Housing Authority Spokane Indian Housing Authority Spokane Public Facilities District Spokane Regional Health District Spokane Transit Authority Startup Water District Steptoe Sewer District No. 1 Stevens County Fire District No. 2 Stevens County Fire District No. 6 Stevens County Fire Protection District No. 1 Stevens County Fire Protection District No. 10 Stevens County Fire Protection District No. 12 Stevens County Fire Protection District No. 5 Stevens County Public Utility District No. 1 Stevens County Rural Library District Stevens Pass Sewer District Sun Harbor Water District No. 3 Sunnyside Housing Authority Sunnyside Valley Irrigation District Sunnyslope Water District Swinomish Housing Authority Tacoma Community Redevelopment Authority Tacoma Housing Authority Tacoma Metropolitan Park District Terrace Heights Sewer District Thea Foss Waterway Development Authority Three Rivers Regional Wastewater Authority Thurston Conservation District Thurston County Fire District No. 12 Thurston County Fire District No. 4 Thurston County Fire District No. 9 Thurston County Fire Protection District No. 3 Thurston County Fire Protection District No. 5 Thurston County Fire Protection District No. 6 Thurston County Fire Protection District No. 8 Thurston County Housing Authority Thurston County Public Utility District No. 1 Tri-County Economic Development District Tukwila Metropolitan Park District Underwood Conservation District Union Gap Irrigation District Val Vue Sewer District Valley Regional Fire Authority Valley View Sewer District Valley Water District Vancouver Housing Authority Vashon Park District Wahkiakum County Public Utility District No. 1 Wahkiakum Fire Protection District No. 1 Wahkiakum Port District No. 1 Walla Walla County Fire Protection District No. 1 Walla Walla County Fire Protection District No. 3 Walla Walla County Fire Protection District No. 4 Walla Walla County Fire Protection District No. 5 Walla Walla County Fire Protection District No. 8 Walla Walla County Rural Library District Walla Walla Housing Authority Wallula Water District No. 1 Washington State Convention Center Public Facilities District Washington State Major League Baseball Stadium Public Facilities District Washington State Tobacco Settlement Authority Water District 19 Wells Ranch Irrigation District Wenatchee Reclamation District Wenatchee-Chiwawa Irrigation District West Sound Utility District Whatcom Conservation District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Whatcom County Fire District No. 1 Whatcom County Fire District No. 11 Whatcom County Fire District No. 14 Whatcom County Fire District No. 16 Whatcom County Fire District No. 17 Whatcom County Fire District No. 4 Whatcom County Fire District No. 5 Whatcom County Fire District No. 7 Whatcom County Fire District No. 8 Whatcom County Public Utility District No. 1 Whatcom County Water District No. 12 Whatcom County Water District No. 13 Whatcom County Water District No. 2 Whatcom County Water District No. 7 Whatcom Transportation Authority Whidbey Island Public Hospital District Whitestone Reclamation District Whitman County Fire District No. 11 Whitman County Fire Protection District No. 12 Whitman County Fire Protection District No. 14 Whitman County Fire Protection District No. 7 Whitman County Public Hospital District No. 3 Whitman County Rural Library District Whitworth Water District No. 2 Willapa Valley Water District William Shore Memorial Pool District Williams Lake Sewer District No. 2 Wine Science Center Development Authority Wollochet Harbor Sewer District Woodinville Water District Yakima County Fire District No. 1 Yakima County Fire District No. 3 Yakima County Fire District No. 4 Yakima County Fire District No. 5 Yakima County Fire District No. 6 Yakima County Fire Protection District No. 12 Yakima County Fire Protection District No. 14 Yakima County Mosquito Control District Yakima Housing Authority Yakima Regional Clean Air Authority Yakima Rural County Library District Yakima-Tieton Irrigation District
					State North Seattle Community College Seattle Colleges State Of Washington Washington State Department of Enterprise Services Washington State Department of Health Washington State Department of Social and Health Services Washington State Health Care Authority
					Tribal Columbia River Inter-Tribal Fish Commission Confederated Tribes of the Chehalis Reservation Confederated Tribes of the Colville Reservation Confederated Tribes of the Yakama Nation Cowlitz Indian Tribe Hoh Indian Tribe Jamestown S'Klallam Tribe Kalispel Tribe of Indians Lower Elwha Klallam Tribe Lummi Indian Nation Malah Tribe Muckleshoot Indian Tribe Nisqually Indian Tribe Nooksack Indian Tribe Port Gamble S'Klallam Tribe Puyallup Tribe of Indians Quileute Indian Tribe Quinalt Indian Nation Samish Indian Nation Sauk-Suiattle Indian Tribe Skokomish Indian Tribe Snoqualmie Indian Tribe Spokane Tribe Squaxin Island Tribe Stillaguamish Tribe of Indians Suquamish Tribe Swinomish Indian Tribal Community Tulalip Tribes Upper Skagit Indian Tribe Yakama Nation Land Enterprise



Appendix C - Political Subdivision List for Virginia

City/Town

City of Alexandria
City of Bristol
City of Buena Vista
City of Charlottesville
City of Chesapeake
City of Colonial Heights
City of Covington
City of Danville
City of Emporia
City of Fairfax
City of Falls Church
City of Franklin
City of Fredericksburg
City of Galax
City of Hampton
City of Harrisonburg
City of Hopewell
City of Lexington
City of Lynchburg
City of Manassas
City of Manassas Park
City of Martinsville
City of Newport News
City of Norfolk
City of Norton
City of Petersburg
City of Poquoson
City of Portsmouth
City of Radford
City of Richmond
City of Roanoke
City of Salem
City of Staunton
City of Suffolk
City of Virginia Beach
City of Waynesboro
City of Williamsburg
City of Winchester
Town of Abingdon
Town of Alberta
Town of Altavista
Town of Amherst
Town of Appalachia
Town of Appomattox
Town of Ashland
Town of Bedford
Town of Berryville
Town of Big Stone Gap
Town of Blacksburg
Town of Bluefield
Town of Boones Mill
Town of Bowling Green
Town of Boyce
Town of Boydton
Town of Bridgewater
Town of Broadway
Town of Brodnax
Town of Brookneal
Town of Buchanan
Town of Burkeville
Town of Cape Charles
Town of Cedar Bluff
Town of Charlotte Court House
Town of Chase City
Town of Chatham
Town of Cheriton
Town of Chilhowie
Town of Chincoteague
Town of Christiansburg
Town of Claremont
Town of Clarksville
Town of Clifton
Town of Clifton Forge
Town of Clinchco
Town of Clintwood
Town of Coeburn
Town of Colonial Beach
Town of Columbia
Town of Courtland
Town of Craigsville
Town of Crewe
Town of Culpeper
Town of Damascus
Town of Dayton
Town of Dendron
Town of Dilwyn
Town of Drakes Branch
Town of Dublin
Town of Dumfries
Town of Dungannon

Special Districts

Acomack-Northampton Transportation District
Albemarle County Service Authority
Albemarle-Charlottesville Regional Jail Authority
Alexandria Redevelopment and Housing Authority
Appomattox River Water Authority
Bath County Airport Authority
Bedford County Economic Development Authority
Bedford Regional Water Authority
Big Stone Gap Redevelopment and Housing Authority
Blacksburg-Christiansburg-VPI Water Authority
Blacksburg-Virginia Polytechnic Institute Sanitation Authority
Blue Ridge Airport Authority
Blue Ridge Crossroads Economic Development Authority
Blue Ridge Regional Jail Authority
Blue Ridge Soil and Water Conservation District
Bristol Redevelopment and Housing Authority
Brookneal-Campbell County Airport Authority
Brunswick County Industrial Development Authority
Buchanan County Industrial Development Authority
Buena Vista Public Service Authority
Campbell County Utilities and Service Authority
Carroll County Industrial Development Authority
Carroll-Grayson-Galax Solid Waste Authority
Castlewood Water and Sewage Authority
Central Shenandoah Planning District Commission
Central Virginia Regional Jail Authority
Central Virginia Waste Management Authority
Charlottesville Redevelopment and Housing Authority
Charlottesville-Albemarle Airport Authority
Chesapeake Airport Authority
Chesapeake Bay Bridge and Tunnel District
Chesapeake Hospital Authority
Chesapeake Redevelopment and Housing Authority
Coeburn-Norton-Wise Regional Wastewater Authority
Crater District Area Agency on Aging/Foster Grandparent Program, Inc.
Culpeper Soil and Water Conservation District
Cumberland Plateau Planning District Commission
Cumberland Plateau Regional Housing Authority
Cumberland Plateau Regional Waste Management Authority
Danville Redevelopment and Housing Authority
Danville-Pittsylvania County Regional Industrial Facilities Authority
Dickenson County Industrial Development Authority
Dickenson County Public Service Authority
Dinwiddie Airport and Industrial Authority
Dinwiddie County Water Authority
District Three Governmental Cooperative
Dryden Water Authority
Eastern Shore of Virginia Broadband Authority
Essex County Industrial Development Authority
Fairfax County Economic Development Authority
Fairfax County Park Authority
Fairfax County Redevelopment and Housing Authority
Fairfax County Water Authority
Fauquier County Water and Sanitation Authority
Floyd County Economic Development Authority
Floyd-Floyd County Public Service Authority
Franklin Redevelopment and Housing Authority
Frederick County Sanitation Authority
Fredericksburg Stafford Park Authority
Frederick-Winchester Service Authority
Front Royal-Warren County Economic Development Authority
Ft. Monroe Authority
Giles County Public Service Authority
Greensville County Water and Sewer Authority
Halifax County Industrial Development Authority
Halifax County Service Authority
Hampton Redevelopment and Housing Authority
Hampton Roads Planning District Commission
Hampton Roads Regional Jail Authority
Hampton Roads Sanitation District
Harrisonburg Redevelopment and Housing Authority
Harrisonburg-Rockingham Regional Sewer Authority
Headwaters Soil and Water Conservation District
Hopewell Redevelopment and Housing Authority
James River Water Authority
John Flannagan Water Authority
Joint Public Service Authority
Lee County Industrial Development Authority
Lee County Public Service Authority
LENOWISCO Planning District Commission
Lord Fairfax Soil and Water Conservation District
Loudoun County Sanitation Authority
Louisa County Water Authority
Lynchburg Redevelopment and Housing Authority
Marion Redevelopment and Housing Authority
Maury Service Authority
Mecklenburg-Brunswick Regional Airport Authority
Meherrin River Regional Jail Authority
Middle Peninsula Regional Airport Authority

Public K-12

Acomack County Public Schools
Albemarle County Public Schools
Alexandria City Public Schools
Alleghany County Public Schools
Amelia County Public Schools
Amherst County Public Schools
Appomattox County Public Schools
Arlington County Public Schools
Atlantic Shores Christian Schools
Augusta County Public Schools
Bath County Public Schools
Bedford County Public Schools
Bland County Public Schools
Botetourt County Public Schools
Bristol Virginia Public Schools
Brunswick County Public Schools
Buchanan County Schools
Buckingham County Public Schools
Buena Vista City Public Schools
Campbell County Public Schools
Caroline County Public Schools
Carroll County Public Schools
Charles City County School District
Charlottesville-Albemarle Airport Authority
Charlottesville City Schools
Chesapeake Public Schools
Chesterfield County Public Schools
Clarke County School District
Colonial Beach Schools
Colonial Heights Public Schools
Copper River School District
Covington City Public Schools
Craig County Public Schools
Culpeper County Public Schools
Cumberland County Public Schools
Danville Public Schools
Dickenson County Public Schools
Dinwiddie County Public Schools
Fairfax County Public Schools
Falls Church City Public Schools
Fauquier County Public Schools
Floyd County Public Schools
Fluvanna County Public Schools
Franklin City Schools
Franklin County Public Schools
Frederick County Public Schools
Fredericksburg City Public Schools
Galax City Public Schools
Giles County Public Schools
Gloucester County Public Schools
Goochland County Public Schools
Grayson County Public Schools
Greene County Schools
Greensville County Public Schools
Halifax County Public Schools
Hampton City Schools
Hanover County Public Schools
Harrisonburg City Public Schools
Henrico County Public Schools
Henry County Public Schools
Highland County Public Schools
Hopewell Public Schools
Imagine Schools
Isle of Wight County Schools
King and Queen County Public Schools
King George County Public Schools
King William County Public Schools
Lancaster County Public School System
Lee County Public Schools
Lexington City Schools
Loudoun County Public Schools
Louisa County Public Schools
Lynchburg City Schools
Madison County Public Schools
Manassas City Public Schools
Manassas Park City Schools
Martinsville Public Schools
Mathews County School District
Mecklenburg County Public Schools
Middlesex County Public Schools
Montgomery County Public Schools
Nelson County Public Schools
New Kent County Schools
Newport News Public Schools
Norfolk Public Schools
Northampton County School District
Northumberland County Public Schools
Norton City Public Schools
Nottoway County Public Schools
Orange County Public Schools

County

Acomack County
Albemarle County
Alleghany County
Amelia County
Amherst County
Appomattox County
Arlington County
Augusta County
Bath County
Bedford County
Bedford County Public Service Authority
Bland County
Botetourt County
Brunswick County
Buchanan County
Buchanan County Public Service Authority
Buckingham County Board of Supervisors
Campbell County
Caroline County
Carroll County
Carroll County Public Service Authority
Charles City County
Charlottesville County
Charlottesville City Schools
Chesterfield County
Clarke County
Craig County
Culpeper County
Cumberland County
Dickenson County
Dinwiddie County
Essex County
Fairfax County
Fauquier County
Fauquier County Public Service Authority
Fluvanna County
Franklin County
Frederick County
Giles County
Gloucester County
Goochland County
Grayson County
Greene County
Greensville County
Halifax County
Hanover County
Henrico County
Henry County
Henry County Public Service Authority
Highland County
Isle of Wight County
James City County
King and Queen County
King George County
King George County Public Service Authority
King William County
Lancaster County
Lee County
Loudoun County
Louisa County
Lunenburg County
Madison County
Mathews County
Mecklenburg County
Middlesex County
Montgomery County
Nelson County
New Kent County
Northampton County
Northumberland County
Nottoway County
Orange County
Page County
Patrick County
Pittsylvania County
Pittsylvania County Service Authority
Powhatan County
Prince Edward County
Prince George County
Prince William County
Prince William County Service Authority
Pulaski County
Rappahannock County
Richmond County
Roanoke County
Rockbridge County
Rockbridge County Public Service Authority
Rockingham County
Russell County
Scott County

Public Higher Education

Blue Ridge Community College
Central Virginia Community College
Christopher Newport University
College of William and Mary
Dabney S. Lancaster Community College
Danville Community College
Eastern Shore Community College
Eastern Virginia Medical School
George Mason University
Germanna Community College
J. Sargeant Reynolds Community College
James Madison University
John Tyler Community College
Longwood University
Lord Fairfax Community College
Massanutten Technical Center
Mountain Empire Community College
New College Institute
New River Community College
Norfolk State University
Northern Virginia Community College
Old Dominion University
Patrick Henry Community College
Paul D. Camp Community College
Piedmont Virginia Community College
Radford University
Rappahannock Community College
Richard Bland College
Rowanty Technical Center
Southern Virginia Higher Education Center
Southside Virginia Community College
Southwest Virginia Community College
State Council of Higher Education for Virginia
Tidewater Community College
University of Mary Washington
University of Virginia
University of Virginia Foundation
University of Virginia Health System
University of Virginia, Wise
Virginia College Savings Plan
Virginia Commonwealth University
Virginia Community College System
Virginia Highlands Community College
Virginia Military Institute
Virginia Polytechnic Institute and State University
Virginia State University
Virginia Western Community College
Wytheville Community College

State

State of Virginia
Virginia Department of Behavioral Health and Developmental Services
Virginia Department of General Services
Virginia Department of Health
Virginia Department of Health Professions
Virginia Department of Public Works

Townships

Township of Green, Ross County

City/Town

Town of Elkton
Town of Exmore
Town of Farmville
Town of Fincastle
Town of Floyd
Town of Fries
Town of Front Royal
Town of Gate City
Town of Glade Spring
Town of Glasgow
Town of Glen Lyn
Town of Gordonsville
Town of Goshen
Town of Gretna
Town of Grottoes
Town of Halifax
Town of Hamilton
Town of Haymarket
Town of Hayti
Town of Herndon
Town of Hillsville
Town of Honaker
Town of Hurt
Town of Independence
Town of Iron Gate
Town of Irvington
Town of Jonesville
Town of Kenbridge
Town of Keyville
Town of Kilmarnock
Town of La Crosse
Town of Lawrenceville
Town of Leesburg
Town of Louisa
Town of Lovettsville
Town of Luray
Town of Marion
Town of Middleburg
Town of Middletown
Town of Mineral
Town of Monterey
Town of Montross
Town of Mt. Jackson
Town of Narrows
Town of New Castle
Town of New Market
Town of Nickelsville
Town of Occoquan
Town of Onancock
Town of Orange
Town of Pamplin City
Town of Parkley
Town of Pearisburg
Town of Pembroke
Town of Pennington Gap
Town of Phenix
Town of Pocahontas
Town of Pound
Town of Pulaski
Town of Purcellville
Town of Quantico
Town of Remington
Town of Rich Creek
Town of Richlands
Town of Ridgeway
Town of Rocky Mount
Town of Round Hill
Town of Rural Retreat
Town of Saltville
Town of Scottsville
Town of Shenandoah
Town of Smithfield
Town of South Boston
Town of South Hill
Town of St. Paul
Town of Stanley
Town of Stephens City
Town of Strasburg
Town of Stuart
Town of Tangier
Town of Tappahannock
Town of Tazewell
Town of Timberville
Town of Troutville
Town of Urbanna
Town of Victoria
Town of Vienna
Town of Vinton
Town of Wakefield
Town of Warrenton
Town of Warsaw
Town of Washington
Town of Waverly
Town of West Point
Town of White Stone
Town of Windsor
Town of Wise
Town of Woodstock
Town of Wytheville

Special Districts

Montgomery County Public Service Authority
Montgomery Regional Solid Waste Authority
Mt. Rogers Planning District Commission
New River Regional Water Authority
New River Resource Authority
New River Valley Planning District Commission
New River Valley Regional Jail Authority
Newport News Redevelopment and Housing Authority
Nicholas County Solid Waste Authority
Norfolk Airport Authority
Norfolk Economic Development Authority
Norfolk Redevelopment and Housing Authority
Northern Neck Planning District Commission
Northern Virginia Regional Park Authority
Northern Virginia Transportation Authority
Northwestern Regional Jail Authority
NRV Regional Water Authority
Pamunkey Regional Jail Authority
Patrick County Economic Development Authority
Pepper's Ferry Regional Wastewater Treatment Authority
Petersburg Redevelopment and Housing Authority
Peumansend Creek Regional Jail Authority
Piedmont Soil and Water Conservation District
Planning District One Behavioral Health Services
Portsmouth Redevelopment and Housing Authority
Prince William County Park Authority
Pulaski County Public Service Authority
Pulaski County Sewerage Authority
Radford Industrial Development Authority
Randolph County Water, Sewer and Fire Protection Authority
Rapidan Service Authority
Rappahannock Regional Jail Authority
Rappahannock-Shenandoah-Warren Regional Jail Authority
Region 2000 Services Authority
Richmond Behavioral Health Authority
Richmond Hospital Authority
Richmond Metropolitan Authority
Richmond Redevelopment and Housing Authority
Richmond Regional Planning District Commission
Rivanna Solid Waste Authority
Rivanna Water and Sewer Authority
Riverside Regional Jail Authority
Roanoke Redevelopment and Housing Authority
Roanoke River Service Authority
Roanoke Valley Broadband Authority
Roanoke Valley Resource Authority
Robert E. Lee Soil and Water Conservation District
Rockbridge Area Network Authority
Rockbridge County Solid Waste Authority
Russell County Industrial Development Authority
Russell County Public Service Authority
Scott County Economic Development Authority
Scott County Redevelopment and Housing Authority
Shenandoah Valley Soil and Water Conservation District
Smyth County Industrial Development Authority
Smyth Washington Regional Industrial Facilities Authority
South Central Wastewater Authority
Southeastern Public Service Authority
Southside Planning District
Southside Regional Jail Authority
Southwest Regional Recreation Authority
Southwest Virginia Regional Jail Authority
Suffolk Redevelopment and Housing Authority
Tappahannock Essex County Airport Authority
Tazewell County Airport Authority
Tazewell County Industrial Development Authority
Tazewell County Public Service Authority
Tazewell County Public Service Authority
Thomas Jefferson Planning District Commission
Thomas Jefferson Soil and Water Conservation District
Toms Brook-Maurertown Sanitary District
Upper Occoquan Service Authority
Valley Municipal Utility District No. 2
Vint Hill Economic Development Authority
Virginia Beach Development Authority
Virginia Commercial Space Flight Authority
Virginia Highlands Airport Authority
Virginia Housing Development Authority
Virginia Peninsulas Public Service Authority
Virginia Port Authority
Virginia Resources Authority
Virginia Tech/Montgomery Regional Airport Authority
Virginia/Carolina Water Authority
Virginia's First Regional Industrial Facility Authority
Washington County Industrial Development Authority
Washington County Service Authority
Waynesboro Economic Development Authority
Waynesboro Redevelopment and Housing Authority
West Piedmont Planning District
Western Virginia Water Authority
Williamsburg Area Transit Authority
Winchester Regional Airport Authority
Wired Road Authority
Wise County Public Service Authority
Wise County Redevelopment and Housing Authority
Woodway Water and Sewer Authority
Wytheville Redevelopment and Housing Authority

Public K-12

Page County Public Schools
Patrick County Public Schools
Petersburg City Public Schools
Pittsylvania County School District
Poquoson City Public Schools
Portsmouth Public Schools
Powhatan County Public Schools
Prince Edward County Schools
Prince George County Public Schools
Prince William County Schools
Pulaski County Public Schools
Radford City Schools
Rappahannock County Public Schools
Richmond City Public Schools
Richmond County Public Schools
Roanoke City Public Schools
Roanoke County Public Schools
Rockbridge County Schools
Rockingham County Public Schools
Russell County Public Schools
Salem City Schools
Scott County Public Schools
Shenandoah County Public Schools
Smyth County Public Schools
Southampton County Public Schools
Spotsylvania County Public Schools
Stafford County Public Schools
Staunton City Schools
Suffolk Public Schools
Surry County Public Schools
Sussex County Public Schools
Tazewell County Public Schools
Virginia Beach City Public Schools
Warren County Public Schools
Washington County School District
Waynesboro Public Schools
West Point Public Schools
Westmoreland County Public Schools
Williamsburg-James City County Public Schools
Winchester Public Schools
Wise County Public Schools
Wythe County Public Schools
York County Public Schools

County

Scott County Public Service Authority
Shenandoah County
Smyth County
Southampton County
Spotsylvania County
Stafford County
Surry County
Sussex County
Tazewell County
Tri-County Lake Administrative Commission
Warren County
Washington County
Westmoreland County
Wise County
Wythe County
York County

Public Higher Education

State

Townships



ADDENDUM ONE (1)

To that certain

NJPA RFP #122017

Issued by

National Joint Powers Alliance®

For the procurement of

**SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES
AND SUPPLIES**

Consider the following to be part of the above-titled RFP: Question and Answer.

QUESTION: Are sewer pipeline inspection cameras within the scope?

ANSWER: Yes, as equipment or an accessory used in the cleaning of sewer lines, sewer pipeline inspection cameras are within the scope of this RFP. |

Acknowledgment of Addendum One (1) to RFP 122017 emailed on December 7, 2017.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: ATLANTIC MACHINERY, INC.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		NO EXCEPTIONS TAKEN	

Proposer's Signature: *[Signature]*Date: 12/17/17**NJPA's clarification on exceptions listed above:**

Review and Approved:

[Signature]
NJPA Legal Department2/6/18

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: ATLANTIC MACHINERY, INC Date: 12/17/17

Company Address: 2628 GARFIELD AVE.

City: SILVER SPRING State: MD Zip: 20910

CAGE Code/Duns & Bradstreet Number: 0S034 DUNS# 05-7367484

Contact Person: MJ DUBOIS Title: CONTRACTS ADMINISTRATOR

Authorized Signature:  M. J. DUBOIS
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

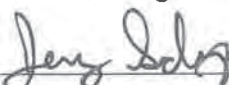
NJPA Contract #: 122017-AMI

Proposer's full legal name: Atlantic Machinery, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPC SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

NJPA Contract # 122017-AMI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Atlantic Machinery, Inc.

Authorized Signatory's Title Contract Administrator



VENDOR AUTHORIZED SIGNATURE

M J DuBois
(NAME PRINTED OR TYPED)

Executed on February 21, 2018

NJPA Contract # 122017-AMI

PROPOSER'S AFFIDAVIT

ITEM #K-7

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

Company Name: ATLANTIC MACHINERY, INC.

ITEM #K-7

Address: 2628 GARFIELD AVE.

City/State/Zip: SILVER SPRING, MD 20910

Telephone Number: 301-585-0800

E-mail Address: MJDUBOIS@ATLANTIC MACHINERYINC.COM

Authorized Signature:

Mary Julia Dubois

Authorized Name (printed): MJ DUBOIS

Title: CONTRACTS ADMINISTRATOR

Date: 12/15/2017

Notarized

Subscribed and sworn to before me this 14th day of December, 20 17

Notary Public in and for the County of Dorchester State of MD

My commission expires: 06/06/2021

Signature:

Jane Ruder

**Form P****PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: ATLANTIC MACHINERY, INC.

Questionnaire completed by: MJ DUBOIS

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? **Terms for all items are Net 30. The Certificate of Origin for truck mounted equipment will be transferred to the customer after receipt of payment in full.**
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
We do have municipal and non-profit leasing available thru a third party vendor if there is Member interest. We are not quoting rates or terms for leasing, however it should be known to Members that we have this service available to them. We will also work with any leasing agency of Member's choice.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders. **The customer or dealer will contact Atlantic Machinery, M.J. DuBois, for initial information, contract questions, and ordering item/s. Atlantic Machinery, Inc. will provide the customer/dealer with a quotation meeting the NJPA Contract requirements, receive the customer Purchase Order, order the unit/s from the manufacturer, fill the order, ship the order to the local dealer for pre-delivery inspection and test, the local dealer will then deliver the unit, train on the unit and Atlantic Machinery will invoice for the item/s to the customer. The local dealer will receive the proceeds of a sale in their prospective territory; this encourages contract participation. Atlantic Machinery will be the single source for the NJPA Contract sale and reporting sales to NJPA.**
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process? **We do not accept the P-card procurement for the purchase of items proposed in this contract.**

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
Please see attached Warranty Certificates from the proposed manufacturers. Warranty covers all products, parts and labor against manufacturer defect.
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Yes, warranties are limited to restrictions of time and usage. All warranties meet or exceed industry norm. Members, if required, must return defective parts and/or materials and will be directed individually. Limitations exist for normal wear and tear parts, vandalism, misuse, and lack of required maintenance. See Warranty Certificates for further details.
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
Warranty coverage does not include travel time. The customer is responsible to bring in the equipment to a local dealer. The local dealer will then provide the parts and labor for warranty repair. If there is no local dealer available for repair or distance to the dealer is too great, the manufacturers will typically pay the current warranty

hourly rate to the customer for doing an “in-house” repair. This type of repair must be authorized by the manufacturer or local dealer prior to approval. Parts will be provided directly to the customer in these circumstances and will be evaluated on a case by case basis.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
Most all of the United States and Canada are covered by local dealerships. We do not expect that there will be any geographic limitations to our coverages. If one does occur and there is no local dealer available for warranty repair, the manufacturer will typically pay the current warranty rate directly to the customer to do an “in-house” repair. If the customer is unable to do the warranty repair, the manufacturer will send out a technician to the customer location to complete the repair. This will be evaluated on a case-by-case basis.
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
All the manufacturers represented in this response will represent their own product warranties. The proposed manufactures will “quarterback” with the sub-contracted vendors to work thru warranty items to assist the NJPA Member.
- What are your proposed exchange and return programs and policies?
Because the products that we are offering in this proposal are “Built to Order”, there is no return or exchange policy. If we have not built a product to customer specification, we will replace or rebuild the item as required to make the product as specified. We strive for customer satisfaction upon delivery. We are willing to negotiate any issues or problems that exist on a case by case basis.
- Describe any service contract options for the items included in your proposal.
NJPA Members can contact their local dealer for service contracts for their equipment. We are not offering any service type contracts at this time.

Pricing, Delivery, Audits, and Administrative Fee

- 6) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Atlantic Machinery, Inc. is a dealership offering only products within the sewer and street cleaning industry. The manufacturer’s products we wish to represent on this contract are Vac-Con, Inc., Vector Technologies, LTC and Ravo. The entire product lines for each manufacturer are being proposed. Please find the listing of products available by each manufacturer listed below.

VAC-CON, INC.

- **Truck mounted Combination Jet/Vacuum Sewer Cleaners**
This machine shall be capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high-pressure water. The high-pressure sewer cleaner is operated independent of the vacuum system. This machine shall include an air conveying vacuum system to provide for the simultaneous removal of the debris flushed to the manhole by the high-pressure water system or for the removal of debris from sewers, sumps, catch basins, digesters, wet wells, etc.
- **Truck mounted Catch Basin Cleaners:**
This machine is used for removing sand, grit, grease, sludge, stones and other material from catch basins, pumping stations and other facilities. This machine shall have a self-contained water supply. This machine shall include an air conveying system capable of removing debris from catch basins, sumps, digesters, and wet wells and include a sealed body for storage and removal of the collect debris.
- **Truck mounted High Pressure Jet Rodders:**
This machine is capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by flushing action of high-pressure water. This machine will be equipped with a self-contained, non-corrosive, non-metallic water tank supply as the water source for the high pressure pump.
- **Truck mounted Hydro-Excavators:**
This machine shall be capable of excavating with high pressure water and/or air and removing all material with a powerful vacuum from depths of up to 60'. This machine shall include a high pressure water pump and water supply tank, a heating system for the water supply tank (if required), and all necessary digging lances. A compressed air system is also available for digging when required. All material excavated shall be loaded into the truck thru a large suction hose and hydraulic support boom. The debris is offloaded by a fully dumping debris tank.

- **Truck mounted Industrial Vacuum Loaders:**

This machine shall be capable of removing industrial waste from great distances (450'-500'). This machine utilizes an extremely powerful vacuum system and has a very efficient filtration system. Lime, fly ash, and all manner of granular materials are frequently moved by these machines.

- **Vacuum Pumper trucks:**

Vacuum pumper's are used for cleaning septic systems, portable toilets and grease traps and utilize 3-4" diameter vacuum hose. This type unit consists of a pressurized tank utilizing a rotary vane vacuum pump and typically offload by pressure.

VECTOR

- **Trailer mounted Combination Jet/Vacuum Sewer Cleaners**

This machine shall be capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high-pressure water. The high-pressure sewer cleaner is operated independent of the vacuum system. This machine shall include an air conveying vacuum system to provide for the simultaneous removal of the debris flushed to the manhole by the high-pressure water system or for the removal of debris from sewers, sumps, catch basins, digesters, wet wells, etc.

- **Trailer mounted High Pressure Jet Rodders:**

This machine is capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by flushing action of high-pressure water. This machine will be equipped with a self-contained, non-corrosive, non-metallic water tank supply as the water source for the high pressure pump.

- **Trailer mounted Hydro-Excavators:**

This machine shall be capable of excavating with high pressure water and/or air and removing all material with a powerful vacuum from depths of up to 60'. This machine shall include a high pressure water pump and water supply tank, a heating system for the water supply tank (if required), and all necessary digging lances. A compressed air system is also available for digging when required. All material excavated shall be loaded into the truck thru a large suction hose and hydraulic support boom. The debris is offloaded by a fully dumping debris tank.

- **Trailer mounted Industrial Vacuum Loaders:**

This machine shall be capable of removing industrial waste from great distances (450'-500'). This machine utilizes an extremely powerful vacuum system and has a very efficient filtration system. Lime, fly ash, and all manner of granular materials are frequently moved by these machines.

RAVO

- **Compact Sweepers**

Purpose built compact vacuum sweeper, easy to maintain, economical in fuel consumption with the same capacities as a truck mounted sweeper. These sweepers are high on innovation and low on dust.

- 7) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

It is our intent to offer a percentage discount from the manufacturer list price to the NJPA on all of the items being proposed in this offer. Each manufacturer's discount will be based on a percentage off of the profit making portion of this award.

It is our intent to model this discount structure based on our previous NJPA Contract. It is a simple off the list price percentage calculation. We are representing Vac-Con, Vector, Ravo as body manufacturers. These manufacturers mount their products on commercial truck chassis (Except for Ravo). In order to provide the customer with convenience and the best pricing available, we will provide the truck chassis with no profit associated, Pass-Thru Price. This gives the NJPA customers the ability to utilize quantity discounts that are offered by the chassis manufacturers to the body manufacturers. All proposed manufacturers purchase directly from the chassis manufacturer with substantial quantity discounts. We will also allow the customer to supply their own chassis in order for us to mount the body at no additional cost.

- 8) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

DISCOUNT RANGE FROM 5% TO 10% FROM MSRP

VAC-CON: We are proposing to provide NJPA a 10% discount from the manufacturer's base model list price for the Dual Engine Combo, Single Engine Combo, Industrial Vacuum Unit, and Hydro Excavation Units. We are proposing to provide NJPA with a 5% discount from the manufacturer's base model list price for the Hotshot High Pressure Jets, 3-Yard Combination units and Vacuum Pumper Units.

VECTOR: We are proposing to provide NJPA a 5% discount from Vector's base model list price for all of their products.

RAVO: We are proposing to provide NJPA a 5% discount from Ravo's base model list price.

9) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

10) Describe any quantity or volume discounts or rebate programs that you offer.

Our entire bid response is based on quantity and volume discounts. We have enjoyed the ability to sell to your Members for the last eight years. We individually price each Member Quote based on option content and quantity.

We will offer additional discounts for volume purchases. We will offer an additional 3% discount off the base unit discounted price for a single Purchase Order and single delivery location for 3 or more units.

11) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

It is our intention to cover all items available from each manufacturer on our price lists. We do realize from time to time there may be individual requirements that will not be listed. We will provide any items "specific" to NJPA Members needs that we are able to. The pricing for such items will be discounted based on the same structure that is presented in our profit making products. Prior to accepting an order with Open Market items from an NJPA Member, we will discuss the availability of a specific request and price the item. Any documentation of cost that we can provide for these items will be presented on an individual basis.

12) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

There are several costs not included in the pricing submitted in this proposal. These costs are listed below:

Freight and Delivery: Freight costs will be pre-paid and added to the Members invoice. Small items will be, in most cases, delivered by UPS. Other freight carriers may be utilized in shipments, i.e. Federal Express, DHL and common carrier for truck freight. The actual cost of shipment will be passed thru to the customer. We will not mark up this item for profit. Minimal handling fees may be added where special packaging is required. The Member will be notified of these charges if applicable prior to order placement.

Federal Excise Tax: We are required by law to collect Federal Excise Tax on any truck mounted unit rated above 33,000 GVW. This tax will be added to the customer invoice as a separate line item. We will pay this tax directly to the Internal Revenue Service. The rate of tax is calculated at 12%. Most municipal and non-profit entities are exempt from this tax. If we are provided a Federal Excise Tax Exemption Certificate, we will not be required to collect this tax.

Mounting Fee: This fee is charged to the customer when ordering a truck mounted unit. Mounting fees cover the cost of the mounting of the body on the desired truck chassis.

Federally Mandated Items: The cost of any federally mandated items will be passed on to the Member. Our pricing includes any federally mandated items that are mandated at the time of this proposal. Should there be a Federal Mandate after the date of this proposal, any cost incurred to meet the requirements of this mandate will be passed on to the member. Any costs applicable will be provided to the Member prior to any Purchase Order being issued. This fee would

typically be charged to meet any future EFP standards that may arise. An example of such costs would be in meeting Federal Emission Standards.

Local Dealer Pre-Delivery Inspection: This cost is charged by local dealers to inspect, test and in service the unit prior to delivery. This cost is a pass thru cost to the member.

- 13) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

All freight charges are pre-paid and added to the Member quotation for convenience. Members always have the choice of picking up the units at the factory or retain a 3rd party of their choice to deliver the equipment. The freight charges we impose are at a pass thru price. The manufacturers represented have negotiated quantity discounted shipping rates and will pass those discounts on to the Members. Most offered items are custom built to customer specification. Anticipated delivery of items ordered on a stock chassis or customer supplied chassis is expect to be 45-90 days after receipt of order or customer chassis. Anticipated delivery of an item ordered on a "special order" chassis is expected to be 120-180 days after receipt of order; however, this time can vary greatly depending upon chassis manufacturer back log.

Small shipments will be delivered by UPS. Other freight carriers may be utilized as well. The actual cost of the freight will be passed thru to the Member. Minimal handling fees may be added where special packaging is required.

Delivery of truck mounted units will be pre-paid and added to Member invoice. Both "Drive-A-Way" service and common carrier service will be used. At this time the negotiated rate for drive-away service is \$2.50 to \$3.50 per mile. The actual cost of the service will be passed thru to the customer.

- 14) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

The shipping and delivery charges for Canada, Alaska and Hawaii and any other off shore location are the same as the previously stated delivery programs for the contiguous US. The shipping charges to the port location will be calculated in the same manner. If the customer wishes us to deliver via ocean transport, we will pass on the negotiated shipping rates that we will pay to the ocean transport carrier to the Member. It has been our experience that the customers in these locations usually have their own negotiated rates with shipping carriers. If this is the case, we will provide the customer shipping to their desired port and provide the customer with the appropriate documentation required. We strive to provide the equipment as customer specified and to their satisfaction upon delivery.

- 15) Describe any unique distribution and/or delivery methods or options offered in your proposal.

As stated above, we do pass on negotiated, competitively bid freight pricing to our customers.

- 16) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Due to the unique nature of our proposed contract representation, we build in an automatic audit process. Atlantic Machinery being the proposed Contract Administrator and single source for receipt of Member Purchase Orders, allows for this self-audit process. Atlantic Machinery will not have to rely on multiple reports from individual dealerships for an accurate accounting of sales. As in the previous NJPA Contract Award, we will have the ability to account for every sale at time of order. There is no after the fact gathering of information. Atlantic Machinery prepares the quotation for the Member under the Contract guideline. Every NJPA Member quotation delineates the NJPA Contract Number. When a Purchase Order is received, we also require the Purchase Order to reference the contract. This process make it clear for all personnel to recognize that it is an NJPA contract sale. The sale, when received, is booked and accounted for on our NJPA sales list. This makes the end of quarter reporting complete at the actual end of quarter.

As a secondary check, when Atlantic Machinery receives a payment for a unit, we verify the contract used in its purchase. This ensures the correct accounting for the sale on a second level.

- 17) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We propose an administrative fee of 1% due to the unique nature and makeup of the products that we intend to represent in this proposed NJPA contract. The components of the proposed products consist of items that are not added for profit

Vac-con market differentiators:

- 1) The only manufacturer offering a two engine design so that vacuum and jetting each have a separate and independent power source. This also means that a smaller more fuel efficient truck chassis engine (gas and diesel options offered) may be used.
- 2) The only manufacturer providing standard fully hydrostatic powering of both vacuum and jetting systems allowing the truck chassis to remain in neutral while in operation.
- 3) Vac-Con's new Aeroboost™ vacuum compressor creates more vacuum at a reduced speed saving fuel and reducing noise emissions. Newly designed air flow creates better material separation in the tank.

Vector market differentiators:

- 1) All fully welded rectangular tube steel trailer frame and highest quality components such as John Deere and Kubota engines and Roots positive displacement blowers and gates hydraulic components
- 2) The service provided thru our direct employees and Vac-Con's dealer network.
- 3) Superior customer application: engineering expertise allowing custom design and build for customer's particular application.

RAVO market differentiators:

- 1) High capacity (6.5 cu. Yds.) in a small compact package that is not truck mounted.
- 2) All sweeping done in front of the front wheels so material is swept and vacuumed before it is driven over.
- 3) High visibility and maneuverability

19) Identify how your products, services and supplies address the scope of this RFP.

All of our represented manufacturer's products, services and supplies are of the highest valued solutions which exceed current and future needs/requirements of your Members. This is demonstrated by their continuous process and product improvement. These manufacturers are the leaders in their industry with "green initiatives" and with constant product development to provide your Members with solutions to their Sewer and Street Cleaning needs today and in the future.

This response offers a wide range of products to your Members environmental equipment needs and will provide solutions for every Member's application within the scope of this Contract.

Signature: _____

Date: _____

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

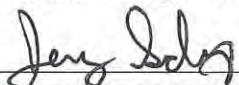
NJPA Contract #: 122017-AMI

Proposer's full legal name: Atlantic Machinery, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

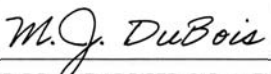
NJPA Contract # 122017-AMI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Atlantic Machinery, Inc.

Authorized Signatory's Title Contract Administrator



VENDOR AUTHORIZED SIGNATURE

M J DuBois

(NAME PRINTED OR TYPED)

Executed on February 21, 2018

NJPA Contract # 122017-AMI



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8.**

DATE: February 18, 2020

TO: City Council

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

SUBJECT: Award Trade Services Agreement A-8192 to PBC Commercial Cleaning Systems, Inc. for Custodial Services for the Oxnard Transit Center (OTC).

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Trade Services Agreement No. A-8192 with PBC Commercial Cleaning Systems, Inc., (CCS) for a term of three (3) years for a total contract value of \$436,425 to provide custodial services at the Oxnard Transit Center located at 201 East Fourth Street. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

On February 28, 2019, the City issued a request for bids (RFB) No. DS 19-56 for custodial services at the Oxnard Transit Center (OTC) located at 201 East Fourth Street. The City received two (2) responsive bids by the March 21, 2019, closing date. The selected bidder, Joranda Marketing Inc., (Jan-Pro) provided the lowest responsible and responsive bid. On June 18, 2019, the agreement was awarded by Council and Jan-Pro began providing custodial services at the OTC.

On October 9, 2019, Jan-Pro submitted a written notice to terminate services effective November 9, 2019, due to the City's Living Wage Policy. At the direction of the Purchasing Division, the second lowest responsible bidder, CCS, was contacted to provide custodial services. Oxnard City Corps is currently providing custodial services in the interim.

DISCUSSION

The OTC operates 365 days a year as the center for train and bus service to the region. The building is open every day from 6:00 a.m. to 10:00 p.m.

The original bid response submitted by CCS included an additional cost table for consumables/supplies. Purchasing sent CCS a Request for Clarification (RFC) No. 1 requesting them to provide a combined all-inclusive bid as per the bid request, making their bid go from \$30.82 per staff hour to \$33.80. RFC No. 2 was sent to CCS to add services for approximately thirty four (34) outdoor trash receptacles and six (6) recycle receptacles which brought the new amount to \$34.97 per staff hour.

CCS will provide a full-service custodial services (Service Level 1), at an hourly cost per staff hour of \$34.97 and an hourly cost per staff hour of \$45.00 for special requests/emergency cleaning. CCS staff is on site Monday through Friday from 5:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 8:00 p.m., and Saturday and Sunday from 6:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 8:00 p.m. Emergency cleaning services are provided as needed by the City.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of the agreement is \$436,425 and will be split accordingly among each fiscal year using TDA Fund of Oxnard Transportation Center Professional Contract (account no. 213-3110-803-82-09). The anticipated cost of the remaining years of the agreement will be requested in the budget process of FY 2020-21, FY 2020-22 and FY 2022-23. We estimate 21 weeks in FY 2019-20 from start date of the contract to FY 2020-21 and an estimated 31 weeks FY 2022-23. Please see the following table below. The OTC does not receive General Fund revenue. Funding for the OTC operations and maintenance is provided in part by the Gold Coast Transit District (GCTD) through an annual claim. The City submits a claim for State of California Transportation Development Act (TDA) funds for the OTC operating budget (Fund 213).

FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Grand Total
\$53,162	\$145,475	\$145,475	\$92,313	\$436,425

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on January 28, 2020, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. PBC Commercial Cleaning Systems, Inc. - A-8192
2. DS 19-56 Custodial Services for the Oxnard Transit Center (OTC)
3. Jan Pro Termination Letter for Custodial Services 10-16-19
4. Original Response - CCS Proposal - Oxnard Transit Center
5. RFC No. 1
6. RFC No. 2

Agreement No. A-8192

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: February 4, 2020
- (2) Vendor: PBC Commercial Cleaning Systems, Inc.
- (3) Services: Custodial Services for the Oxnard Transit Center (OTC)
- (4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above
- (5) Agreement Ending Date: February 3, 2023
- (6) Total Agreement Amount: \$436,425
- (7) City's Project Manager: Brian Yanez
- (8) Vendor's Project Manager: Michael Kaa
- (9) Insurance Coverage: INS-B
- (10) What wages are required for this Project?
- ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (11) Addresses for Notice:
- | | |
|---|--|
| <p><i>FOR VENDOR:</i></p> <p>840 Apollo Street, Suite 307
El Segundo, CA 90245
Attn: Michael Kaa, Account Manager</p> | <p><i>FOR CITY:</i></p> <p>305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Brian Yanez, Assistant Public Works Director</p> |
|---|--|
- (12) Contact Emails:
- | | |
|--|---|
| <p><i>VENDOR'S PROJECT MANAGER:</i></p> <p>mkaa@ccsbts.com</p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>brian.yanez@oxnard.org</p> |
|--|---|

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- | | |
|---|---|
| ☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☐ Schedule of Services Exhibit | ☒ Living Wage Policy Exhibit
☒ Insurance Exhibit (INS-B) |
|---|---|

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the

current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

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15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both

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situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

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

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

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

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or

Agreement No. A-8192

equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.19 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100,

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comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

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

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

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnites regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

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

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

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38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

Agreement No. A-8192

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD**PBC COMMERCIAL CLEANING SYSTEMS, INC.**

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

 Dana A. Holladay, Senior Vice President

Date

 Janet Kiefer, CFO

Date

ATTEST:

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

APPROVED AS TO FORM:

 1-29-2020

 Stephen M. Fischer, City _____ Date _____

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually. Attorney (always required)

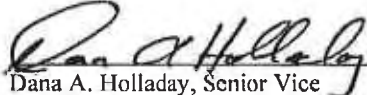
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Agreement No. **A-8192**

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CITY OF OXNARD**PBC COMMERCIAL CLEANING SYSTEMS, INC.**

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

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 Dana A. Holladay, Senior Vice President Date
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 Janet Kiefer, CFO Date

ATTEST:

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SCOPE OF SERVICES EXHIBIT

I. Principal Items of Work: The principal items of work shall include, but not be limited to the following, which are to be performed seven (7) days per week:

a. Graffiti Control

- I. All interior walls, partitions, signs, phones, posts and furnishings shall be kept free of all graffiti and checked for any signs of vandalism
- II. All vandalism will be reported to the Oxnard Transit Center (OTC) manager.

b. Daily Services (Interior Services)

- I. Empty all trash containers (twice daily)
- II. Vacuum all carpeted areas. Dust mop all floors, stairwells and elevators
- III. Dust and polish all furniture
- iv. Mop all floors, stairwells and elevator (utilize a No Rinse with optical Brightener)
- v. Clean all service counters and reference desks including the office of Gold Coast Transit
- vi. Clean, mop and sanitize all restrooms and drinking fountains, and re-stock restrooms (twice daily)
- vII. Clean, sanitize and polish all various restrooms fixtures, including toilet bowls, urinals, diaper-changing stations and hand basins (twice daily)
- viii. Clean elevator
- ix. Remove dust and cobwebs from ceiling areas
- x. Turn on those lights necessary for cleaning. Turn off lights not required when leaving each area
- xi. Change all burned-out lamps
- xII. Clean all glass and mirrors
- xIII. Sweep and hose down exterior of entrance areas. Remove all gum and other stains
- xiv. Check restrooms for cleanliness and stock prior to leaving building for the day to include Gold Coast Transit restroom
- xv. Spot clean floors and carpets as needed
- xvi. Clean all doors, door frames and hardware, partitions, counters, metal work, walls, railings and around wall switches as needed
- xvII. Clean all furniture as needed

c. Daily Services (Exterior of Facility)

- I. Monitor and remove trash and debris from Gold Coast Transit District (GCTD), Greyhound bus and train loading areas and all OTC parking lots and landscaped areas
- II. Provide graffiti clean-up for GCTD, Greyhound and train loading areas, all parking lots, sidewalks and related flower and planter beds
- III. Sweep sidewalks around OTC building including train platform and loading areas
- IV. Monitor and remove trash and debris from the exterior property of OTC (parking lots, bus and train areas and landscaped areas)
- vi. Clean dirt and debris, including bird droppings from exterior building and exterior directional signs within reach
- vii. Empty all trash and recycle containers (twice daily)

d. Weekly Services

- i. Clean and sanitize all OTC drinking fountains
- II. Low-dust all horizontal surface to hand height, (36") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.
- III. High dust all horizontal surfaces, including shelves, moldings and ledges
- iv. Clean entire interior glass in partitions and doors
- v. Clean outside sidewalks, removing gum or other debris

e. **Monthly Services**

- i. Dust all horizontal surfaces over 60 inches each month
- ii. Spot clean furniture
- iii. Power scrub interior floors to remove scuff and heel marks

f. **Bi-Monthly Services**

- i. Power-wash the three public entrances to OTC and other areas as requested

g. **Quarterly Services**

- i. Shampoo carpets
- ii. Clean blinds and curtains
- iii. Dust Venetian blinds
- iv. Clean all vents and walls

h. **Annual Services**

- i. Clean inside light fixtures
- ii. Wash walls
- iii. Shampoo/Extract "steam clean all interior carpets"
- iv. Clean exterior and interior building windows in June

1. **Services As Requested**

- i. Perform Emergency cleaning tasks
- ii. Other services as requested

2. **Material, Equipment and Supplies**

- a. The contractor, at his/her own cost and expense, shall furnish all necessary materials, equipment and supplies of good quality and in good working order, and in the amounts necessary to accomplish an acceptable and professional level of maintenance.

- i. Equipment shall be maintained in a state of good repair
- ii. When equipment is not functioning, the contractor will obtain a replacement until the equipment is repaired, if applicable
- iii. Contractor shall be responsible for handling and securing materials, supplies and equipment on the premises to prevent waste, damage, theft and vandalism. The supplies and materials shall include, but are not limited to:
 - a. All necessary cleaning equipment, supplies, dispensers, application bottles and related items
 - b. All necessary lamps, bulbs, lights and paper products including toilet paper, toilet seat liners, towels and related items
 - c. All necessary hand soap, room deodorant, urinal deodorant, disinfectant, enzymes and related items
 - d. The use of paper products made from recycled products is required
 - e. All trash container supplies, including any trash receptacle liners
 - f. Only the highest quality and premium grade paper supplies and hand soap shall be used in the OTC restrooms such as, or equivalent to, Fort James Stay Free Seat Covers (5000/cs), Natural Roll Paper Towels (6/800/cs), Toilet Tissue 2-ply SS #37-60 I (500/rl, 96/cs), and Total Performance White Lotion hand soap
 - g. Custodial closet areas will be kept clean, free of debris and odor. All supplies will be stored in a neat and orderly manner and in such a way as to prevent injury to City or Contractor employees

- b. Contractor will submit a list of all products and their specifications for approval prior to their use in any facility.

- i. Only City approved products shall be utilized

11. Contractor is responsible for supplying Safety Data Sheets (SDS) to city Project Manager for any and all cleaning liquids, chemicals, solvents, additive, floor waxes, etc., that the Contractor is using. These will be kept on file for immediate access in each of the Contractor serviced locations and updated as needed

3. Employee Conduct

- a. Employees of the Contractor shall not:
 - i. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Contractor employee
 11. Remove any City property or personal property, equipment, monies, forms or any other item from the facilities
 111. Engage in horseplay or loud boisterous behavior
 - 1v. Be under the influence of alcohol or drugs
 - v. Gamble
 - vi. Smoke in any building
 - vii. Use the City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire or need of law enforcement (dial 911)
 - viii. Open any desk, file cabinet or storage cabinet
 - 1x. Remove any articles from desks
 - x. Consume any food or beverage, other than brought with or purchased by the employee and only in areas designated as break or lunchrooms

4. Employee Appearance and Identification

- a. Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees.
- b. Each employee shall possess an identification badge and/or uniform.
- c. Identification badges may be worn on collared shirts or tee shirts with company logos.
- d. Each employee shall be required to wear long pants.
- e. No shorts, skirts, or open-toed shoes are allowed.

5. Security

- a. Only authorized employees of the City and Contractor are allowed in the facilities at any time. All such employees must be working while inside the facilities.
- b. Contractor shall sign for and be responsible for all keys issued to contractor's staff. Contractor shall pay City a minimum of \$25.00 per lost key and shall pay for all building re-keying necessary due to the lost key, as determined by City.

6. Schedule

- a. Contractor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include number of employees and their scheduled hours each day throughout the week including Sundays.

7. Quality Control Program

- a. Contractor shall provide and maintain a Quality Control program for all work conducted and as specified in this agreement.

- b. Contractor shall provide a copy of Quality control procedures, safety procedures, and improvement programs currently in place to City prior to commencing contracted work, and upon demand at any time by City.
- 8. **Employment Practices** Contractor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.
- 9. **Property Damage** Contractor shall be responsible for any damage to facilities or contents resulting from activities performed by or on behalf of Contractor; products and completed operations of Contractor during the performance of the contract. In the event that there is damage to City property, the Contractor's supervising employee will immediately report the incident to the appropriate Manager in writing. Any such damage will be repaired by the Contractor at his/her expense and to the satisfaction of the City provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.
- 10. **Missed Cleanings** Should the Contractor fail to provide a scheduled janitorial service, the City will automatically remove payment for that service from the invoice. Continued failure to provide the appropriate service on schedule may result in termination of the contract.
- 11. **Labor Strike** It is the Contractor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Contractor shall provide other means, at the Contractor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Contractor's normal rates (which will be deducted from the Contractor's payment) to the City being borne by the Contractor.
- 12. **Employee Removal** The City reserves the right to reject any representative of the Contractor's work force. It shall be the Contractor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Contractor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee. Contractor shall remove an employee from assignment at City's request.
- 13. **The Displaced Janitors Opportunity Act (California Labor Code §§ 1060 et seq.)**
 - a. California law prohibits at will termination of janitors and building maintenance personnel under certain circumstances. The Displaced Janitors Opportunity Act (DJOA), enacted in 2002, affects contractors and subcontractors who are awarded janitorial and building maintenance contracts within 30 days of the termination of another janitorial or building maintenance contractor or subcontractor's contract at the same facility.
 - b. The DJOA requires the awarded Contractor with 25 or more employees to hire and retain the previous contractor's employees for 60 days, unless: (A) an employee had less than four (4) months of service at the site covered by the successor's contract; or (B) the successor has just cause to refuse the hired employee. In this context, "just cause" is defined as "reasonable and substantial cause not to hire a particular employee based on that employee's performance or conduct while performing under the terminated contract." It remains an open question as to whether something occurring prior to that employee's hire (such as resume fraud, failure to disclose a prior conviction, or a customer imposing a condition that individuals with certain types of prior convictions would not be permitted on site), but ignored or disregarded by the previous contractor, can be used by the successor to deny employment.

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- c. During the 60-day period after commencing work under the contract, the successor must maintain a preferential hiring list of eligible employees whom it did not retain. It must use that list to hire any additional employees until all of the terminated contractors' employees have been offered employment. When a contractor is terminated, the contractor must provide a list of employees at the site to the person or company to whom they are providing services. The successor must also maintain a list of employees employed at the site, including a list of the many terminated employees who were not retained (stating the reason why they were not retained).

RATES AND COSTS EXHIBIT

The costs for services is a fixed weekly rate and includes all costs for labor, materials, supplies, equipment and other related costs necessary to provide the services, as required in this Agreement.

Location	Cost Per Staff Hour	Cost Per Hour for Special/Emergency Cleaning
Oxnard Transit Center – 201 E. Fourth Street, Oxnard, CA 93030	\$34.97	\$45.00

LIVING WAGE POLICY EXHIBIT

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

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1**Living Wage Policy**

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

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.19 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2019**

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

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

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

e. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

Exhibit INS-B

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

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

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

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

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

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

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

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

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE					ISSUE DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE (s) OCCUR ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE _____		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE					
PRODUCER		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
Telephone: _____ NAMED INSURED	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits						
	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ coverage. ☐ Per Occurrence						
	APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:						
TYPE OF INSURANCE	CITY AGREEMENTS/PERMITS						
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____					
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">EACH OCCURRENCE</th> <th style="width: 50%;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px; vertical-align: top;"> ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____ </td> <td></td> </tr> </tbody> </table>		EACH OCCURRENCE	AGGREGATE	☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		
EACH OCCURRENCE	AGGREGATE						
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____							
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____					

INS-B.doc

City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT



City of Oxnard
Request for Bid
DS 19-56

Custodial Services for the
Oxnard Transit Center (OTC)

Bid Close Date: March 21, 2019
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030

www.oxnard.org

Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>

City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

CITY OF OXNARD INSTRUCTIONS TO BIDDERS

1.0 PUBLIC PURCHASE

1.1 As a Public Entity, the City of Oxnard (City) adheres to the transparent public bidding process, and utilizes the online web services of Public Purchase, www.publicpurchase.com, a third-party electronic bidding website that allows Contractors to register for specific goods and services by selecting a National Institution of Governmental Purchasing (NIGP) code as the commodity part number. Upon registration with Public Purchase, registered Bidder(s) will receive e-mail notifications of upcoming bidding opportunities for the items your company identified. Registered bidder(s) will also be able to view all the open bids, electronically respond to the bids, and see bid results when they are awarded. Additionally, registered bidder(s) will receive notices of any addendums to those bids, as well as have the opportunity to post questions and receive answers pertaining to that bid. All questions and answers are posted on-line so that all bidders have access to the same information regarding the bid.

1.2 Completion of this process will allow your business to participate in future City business bidding opportunities. It also provides the ability to maintain your data as your business grows or changes.

1.3 There is NO CHARGE to register for this service. Public Purchase has other services available for a fee, but that is solely at your discretion and not required to do business with the City.

1.4 Just a couple helpful hints before starting your registration:

- ✓ First, bid notifications are based on registered e-mail addresses, hence, it is recommended you use a generic e-mail address for your company, if you have one, and a second email address for a specific individual, if available. That way, if personal e-mail addresses change, your organization still receives notification of bidding opportunities.
- ✓ Secondly, make sure your company has saved the user-name and password in a secure location, so that it is accessible when you are not available.

1.5 A third party web based e-Procurement service provider utilized by the City for solicitations. It will take only minutes to register and it is free. For future bidding, opportunities please also register online. Bidders must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Bidder's questions will be posted online on the Public Purchase website for this particular solicitation.

1.6 The City cannot guarantee you will receive notice of every opportunity to sell to the City, it is encouraged to visit our Purchasing website at <https://www.oxnard.org/rfps-and-rfqs/> for Bidding Opportunities on a regular basis for a listing of current bid solicitations.

City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

2.0 EXAMINATION OF REQUIREMENTS

Each bidder must carefully examine the requirements contained herein. Upon receipt of responses hereunder, each bidder shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a bidder from any obligation in respect to this bid as submitted. Any misinterpretation of the requirements is solely that of the bidder's. Should the bidder have questions, bidder may post those questions in the assigned section for this solicitation in Public Purchase. The last day for questions shall be on March 19, 2019 at 2:00 p.m. PST

3.0 PREPARATION OF BID

3.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, C, D, E, and F in its entirety, which includes the bid documents and specifications.** Failure to do so may cause rejection of the bid.

3.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. All changes must be crossed out and initialed. Deviations to the requirements and specifications may be considered, provided that the Contractor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered. All items will be construed as complete and prices shown shall be the prices bid for all equipment, labor, materials and services required by the specifications. Bidder will not be released from the obligation of the bid if errors have been made in the submittal. Bidder may include any other information they deem necessary and not included in this RFB.

3.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

3.4 The bid must be submitted by an authorized agent of the submitting entity.

4.0 FORMAT

Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.

5.0 COMPANY PROFILE

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following

City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

information must be provided as follows:

A. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE:

B. Company overview and disclosure of services or activities performed, including:

- i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. **BIDDER'S RESPONSE:**

ii. **BIDDER'S RESPONSE:**

iii. **BIDDER'S RESPONSE:**

iv. **BIDDER'S RESPONSE:**

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE:

D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE:

City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

- E. List the members of your organization who are authorized to negotiate and execute an Agreement.

BIDDER'S RESPONSE:

F. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

- i. Position Title
- ii. Current Responsibilities
- iii. Qualifications/Experiences
- iv. Education
- v. Certifications/licenses, if applicable
- vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i. **BIDDER'S RESPONSE:**

ii. **BIDDER'S RESPONSE:**

iii. **BIDDER'S RESPONSE:**

iv. **BIDDER'S RESPONSE:**

v. **BIDDER'S RESPONSE:**

vi. **BIDDER'S RESPONSE:**

Bidder can add as many sections to this bid response box as they need to state all employees providing services.



City of Oxnard
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Bid Close Date: 03/21/19 at 2:00 pm PT

CERTIFICATIONS

I, _____, a duly authorized agent of

Printed Name of Agent/Officer

Name of Organization

hereby certify that _____ by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: _____

Date: _____

Title of Agent/Officer: _____

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

CITY INFORMATION

6.0 GENERAL INFORMATION

Oxnard, a vibrant and growing community of approximately 200,000 people, is located on the beautiful Southern California coast and is the largest and most populous city in the County of Ventura. Nestled about 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara, Oxnard prides itself on its rich diversity and culture. Oxnard is a full-service city. Incorporated as a general law city in 1903, Oxnard operates under the council-manager form of government. The governing body, the City Council, is composed of seven (7) members.

This city by the Pacific Ocean is an ideal place to raise a family; Oxnard residents enjoy a spirit of community pride. With its attractive residential areas located among tree-lined streets, parks and beaches, Oxnard provides a wide variety of housing choices.

7.0 BACKGROUND INFORMATION

The City of Oxnard is seeking to procure the services of experienced Contractors that can provide Custodial Services for the Development Services, Oxnard Transit Center (OTC).

The Oxnard Transit Center located at: **201 E. Fourth Street, Oxnard, CA 93030**

8.0 NON-MANDATORY WALKTHROUGH

A non-mandatory walkthrough for the Oxnard Transit Center will be held on March 13, 2019 at 10:00 a.m. PST on the 1st floor front lobby, 201 E Fourth Street.

9.0 SERVICE DESCRIPTION

The City of Oxnard is seeking to contract with a Contractor for a three-year term to provide the proposed Scope of Work contained herein which describes the services to be performed by successful Contractor for Development Services Department for custodial services.

10.0 SCOPE OF WORK

Custodial staffing needs at the Oxnard Transit Center consist of one custodian to be on site Monday through Friday from 5:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 8:00 p.m., and Saturday and Sunday from 6:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 8:00 p.m., seven (7) days a week. Contractor shall not bill the City for any of their employee's meal period.

The OTC is a multi-modal transportation facility and is open every day of the year (365 days per year), including City holidays.

City of Oxnard
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Bid Close Date: 03/21/19 at 2:00 pm PT

The bid has two options, a full-service contract price (Service Level 1), and a labor-only contract price (Service Level 2). The City may select either option for the contract. Special Requests/Emergency Cleaning services are also to be provided at an hourly rate. For clarity, special requests and emergency cleaning services shall be for services that are materially outside of the normally provided service hours, and/or outside of the normal scope of work contained herein. These services shall be mutually defined and agreed upon between the City of Oxnard's Project Manager, or Assignee and Contractor on a case-by-case basis and prior to the execution of any such services occurring.

10.1 SERVICE LEVEL 1: MATERIAL, SUPPLIES*, EQUIPMENT, AND LABOR TO BE PROVIDED BY THE CONTRACTOR

The contractor, at his/her own cost and expense, shall furnish all necessary equipment, labor, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of maintenance. Equipment shall be maintained in a state of good repair. When equipment is not functioning, the contractor will obtain a replacement until the equipment is repaired, if applicable. Contractor shall be responsible for handling and securing materials, supplies, and equipment on the premises to prevent waste, damage, theft, and vandalism. The supplies and materials shall include, but are not limited to:

- A. All necessary cleaning equipment, supplies, dispensers, application bottles and related items.
- B. All necessary lamps, bulbs, lights, and paper products including toilet paper, toilet seat liners, towels and related items. The use of paper products made from recycled products is required.
- C. All trash container supplies, including any trash receptacle liners.
- D. All necessary hand soap, room deodorant, urinal deodorant, disinfectant, enzymes, and related items.

**Only the highest quality and premium grade paper supplies and hand soap shall be used in the OTC restrooms such as, or equivalent to, Fort James Stay Free Seat Covers (5000/cs), Natural Roll Paper Towels (6/800/cs), Toilet Tissue 2-ply SS #37-601 (500/rl, 96/cs), and Total Performance White Lotion hand soap.*

10.2 SERVICE LEVEL 2: LABOR TO BE PROVIDED BY THE CONTRACTOR

The contractor shall provide all labor for custodial services. The contractor, at his/her own cost and expense, shall furnish all trained labor in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of maintenance. Equipment, materials, and supplies are to be furnished by others. Contractor shall coordinate and cooperate with City in a timely manner on the quantity of materials, supplies, and equipment to be available on site to

City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

accomplish an acceptable and professional level of maintenance. Contractor shall be responsible for handling and securing materials, supplies, and equipment on the premises to prevent waste, damage, theft, and vandalism.

10.3 SPECIAL REQUESTS/ EMERGENCY CLEANING

The Contractor will be allowed to charge additional fees as mutually agreed upon by the City and Contractor in advance for Special Requests/Emergency Cleaning not specified under the contract. The City will notify Contractor to these special needs in writing.

10.4 PRINCIPAL ITEMS OF WORK

The principal items of work shall include, but not be limited to the following, which are to be performed seven (7) days per week:

A. Graffiti Control

- i. All interior walls, partitions, signs, phones, posts and furnishings shall be kept free of all graffiti and checked for any signs of vandalism.
- ii. All vandalism will be reported to the OTC manager.

B. Daily Services (Interior Services)

- i. Empty all trash containers (twice daily)
- ii. Vacuum all carpeted areas. Dust mop all floors, stairwells, and elevators
- iii. Dust and polish all furniture
- iv. Mop all floors, stairwells, and elevator (utilize a No Rinse with optical Brightener)
- v. Clean all service counters and reference desks including the office of Gold Coast Transit
- vi. Clean, mop, and sanitize all restrooms and drinking fountains, and re-stock restrooms (twice daily)
- vii. Clean, sanitize and polish all various restrooms fixtures, including toilet bowls, urinals, diaper-changing stations, and hand basins (twice daily)
- viii. Clean elevator
- ix. Remove dust and cobwebs from ceiling areas
- x. Turn on those lights necessary for cleaning. Turn off lights not required when leaving each area
- xi. Change all burned-out lamps
- xii. Clean all glass and mirrors
- xiii. Sweep and hose down exterior of entrance areas. Remove all gum and other stains
- xiv. Check restrooms for cleanliness and stock prior to leaving building for the day, to include Gold Coast Transit restroom
- xv. Spot clean floors and carpets as needed
- xvi. Clean all doors, door frames and hardware, partitions, counters metal work, walls, railings, and around wall switches as needed

City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

- xvii. Clean all furniture as needed

C. Daily Services (Exterior of facility)

- i. Monitor and remove trash and debris from Gold Coast Transit District (GCTD), Greyhound bus, and train loading areas, and all OTC parking lots and landscaped areas
- ii. Provide graffiti clean-up for GCTD, Greyhound, and train loading areas, all parking lots, and sidewalks and related flower and planter beds.
- iii. Sweep sidewalks around OTC building including train platform and loading areas
- iv. Monitor and remove trash and debris from the exterior property of OTC (parking lots, bus and train areas, landscaped areas)
- v. Clean dirt and debris, including bird droppings from exterior building and exterior directional signs within reach.

D. Weekly Services

- i. Clean and sanitize all OTC drinking fountains
- ii. Low dust all horizontal surface to hand height, (36") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.
- iii. High dust all horizontal surfaces, including shelves, moldings, and ledges
- iv. Clean entire interior glass in partitions and doors
- v. Clean outside sidewalks, removing gum or other debris

E. Monthly Services

- i. Dust all horizontal surfaces over 60 inches each month
- ii. Spot clean furniture
- iii. Power scrub interior floors to remove scuff and heel marks

F. Bi-Monthly Services

- i. Power-wash the three public entrances to OTC and other areas as requested

G. Quarterly Services

- i. Shampoo carpets
- ii. Clean blinds and curtains
- iii. Dust Venetian blinds
- iv. Clean all vents and walls

H. Annual Services

- i. Clean inside light fixtures
- ii. Wash walls
- iii. Shampoo/Extract "steam clean all interior carpets"

City of Oxnard
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iv. Clean exterior and interior building windows in June

I. Services As Requested

- i. Perform Emergency cleaning tasks
- ii. Other services as requested

11.0 MINIMUM REQUIREMENTS

The qualified Contractor shall meet the Minimum Requirements as indicated below and as specified in the entirety of this solicitation. It is at the City's sole discretion to determine whether or not a Contractor has met these requirements and may disqualify a Contractor from the solicitation should the City deem that they have not been met.

11.1 EQUIPMENT AND SUPPLIES

Contractor shall possess all of the necessary resources and/or equipment to perform the services as specified in the entirety of this solicitation.

- i. Contractor will submit a list of products and their specifications for approval prior to their use in any facility. Only City approved products shall be utilized. Contractor is responsible for supplying Material Safety Data Sheets (MSDS) to city Project Manager for any and all cleaning liquids, chemicals, solvents, additive, floor waxes, etc. that the Contractor is using. These will be kept on file for immediate access in each of the Contractor serviced locations and updated as needed.
- ii. Custodial closet areas will be kept clean, free of debris and odor. All supplies will be stored in a neat and orderly manner and in such a way as to prevent injury to City or Contractor employees.

11.2 SCHEDULE

Contractor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include number of employees and their scheduled hours each day throughout the week including Sundays.

11.3 EMPLOYEE CONDUCT

Employees of the Contractor while performing work under this contract shall not:

- i. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Contractor employee.
- ii. Remove any City property or personal property, equipment, monies, form or any

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- other item from the facilities.
- iii. Engage in horseplay or loud boisterous behavior.
 - iv. Be under the influence of alcohol or drugs.
 - v. Gamble.
 - vi. Smoke in any building.
 - vii. Use any City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire, or need of law enforcement (dial 911).
 - viii. Open any desk, file cabinet or storage cabinet.
 - ix. Remove any articles from desks.
 - x. Consume any food or beverage, other than that brought with or purchased by the employee, and only in areas designated as break or lunchrooms.

11.4 EMPLOYEE APPEARANCE AND IDENTIFICATION

Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees. The Contractor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

11.5 SECURITY

- i. Only authorized employees of the City and Contractor are allowed in the facilities at any time. All such employees must be working while inside the facilities.
- ii. Contractor shall sign for and be responsible for all keys issued to contractor's staff. Contractor shall pay City a minimum of \$25.00 per lost key, and shall pay for all building re-keying necessary due to the lost key, as determined by City.

11.6 QUALITY CONTROL PROGRAM

Contractor shall provide and maintain a Quality Control program for all work specified. Contractor shall provide a copy of Quality control procedures, safety procedures, and improvement programs currently in place.

11.7 EMPLOYMENT PRACTICES

Contractor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

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Bid Close Date: 03/21/19 at 2:00 pm PT

11.8 PROPERTY DAMAGE

The Contractor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Contractor's supervising employee will immediately report the incident to the appropriate Manager in writing. Any such damage will be repaired by the Contractor at his/her expense and to the satisfaction of the City.

11.9 MISSED CLEANINGS

Should the Contractor fail to provide a scheduled janitorial service, the City will automatically remove payment for that service from the invoice. Continued failure to provide the appropriate service on schedule may result in termination of the contract.

11.10 LABOR STRIKE

It is the Contractor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Contractor shall provide other means, at the Contractor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Contractor's normal rates (which will be deducted from the Contractor's payment) to the City being borne by the Contractor.

12.0 EMPLOYEE REMOVAL

The City reserves the right to reject any representative of the Contractor's work force. It shall be the Contractor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Contractor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee. Contractor shall remove an employee from assignment at City's request.

13.0 THE DISPLACED JANITORS OPPORTUNITY ACT (CALIFORNIA LABOR CODE §§ 1060 et seq.)

- i. California law prohibits at will termination of janitors and building maintenance personnel under certain circumstances. The Displaced Janitors Opportunity Act (DJOA), enacted in 2002, affects contractors and subcontractors who are awarded janitorial and building maintenance contracts within 30 days of the termination of another janitorial or building maintenance contractor or subcontractor's contract at the same facility.

City of Oxnard
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- ii. The DJOA requires the awarded Contractor with 25 or more employees to hire and retain the previous contractor's employees for 60 days, unless: (A) an employee had less than four (4) months of service at the site covered by the successor's contract; or (B) the successor has just cause to refuse the hired employee. In this context, "just cause" is defined as "reasonable and substantial cause not to hire a particular employee based on that employee's performance or conduct while performing under the terminated contract." It remains an open question as to whether something occurring prior to that employee's hire (such as resume fraud, failure to disclose a prior conviction, or a customer imposing a condition that individuals with certain types of prior convictions would not be permitted on site), but ignored or disregarded by the previous contractor, can be used by the successor to deny employment.
- iii. During the 60-day period after commencing work under the contract, the successor must maintain a preferential hiring list of eligible employees whom it did not retain. It must use that list to hire any additional employees until all of the terminated contractors' employees have been offered employment. When a contractor is terminated, the contractor must provide a list of employees at the site to the person or company to whom they are providing services. The successor must also maintain a list of employees employed at the site, including a list of the many terminated employees who were not retained (stating the reason why they were not retained.)

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ATTACHMENT A COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Oxnard Transit Center	Cost per Staff Hour	Cost per Staff Hour for Special Requests/ Emergency Cleaning	Total Weekly Billed Staff Hours
Service Level 1 (Furnish Labor, Materials, Supplies & Equipment)			
Service Level 2 (Furnish Labor Only)			

For the purpose of this solicitation, a staff-hour is defined as “a unit of one hour's work by one person”.

Bidder acknowledges receipt of all addenda

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

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.



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ATTACHMENT B
COMPANY INFORMATION

Name of Company:

Address:

Service to provide:

Main Point of Contact:

Fed Tax ID:

City Tax ID:

E-mail:

Phone:

City of Oxnard
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ATTACHMENT C REFERENCES

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	

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Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:

City of Oxnard
Purchasing Department

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ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

1. If so, explain the circumstances:

City of Oxnard
Purchasing Department

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ATTACHMENT E
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, _____
depose and say that I am _____
("Sole Owner", "A Partner", "President", or other proper title)
of _____
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda indicated in this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

City of Oxnard
Purchasing Department

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ATTACHMENT F

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA,
ESTABLISHING A SMALL LOCAL BUSINESS
PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

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

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to \$500,000; 4% of the amount between \$500,001 and \$750,000; 3% of the amount between \$750,001 and \$1,000,000; 2% of the amount between \$1,000,001 and \$1,250,000 and 1% of the amount between \$1,250,001 and \$1,500,000. For example, if the lowest responsible bid is \$1,000,000, the preference would be \$42,500 ($\$500,000 \times .05 + \$250,000 \times .04 + \$250,000 \times .03$). The preference applies to all contracts, including contracts over \$1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is \$50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars (\$20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

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Ordinance No. 28522

Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

City of Oxnard
Purchasing Department

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Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

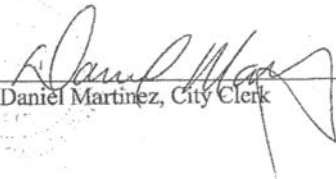
AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

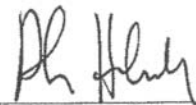
ABSENT: Mayor Pro Tem Pinkard.


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

City of Oxnard
Purchasing Department

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ATTACHMENT F (continued)

LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars (\$20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business."

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: _____

Physical Address: _____

Phone: _____

E-Mail: _____

Date Principal Business Address Established: _____

No. of Company Employees at this address: _____

If less than 36 months, list previous City of Oxnard location: _____

City Business License No.: _____

Taxpayer Identification No. (TIN): _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc.): _____

Signature of Company Official _____

Date _____

Print Name, Title _____

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.



Received
↓

Brian Yanez
Public Works Director
City of Oxnard
300 West Third Street, 4th Floor
Oxnard, CA 93030

October 9, 2019

Dear Mr. Yanez,

To confirm our conversation from September 18, 2019, Jan-Pro Central Coast will discontinue Custodial Services for the Oxnard Transit Center, Agreement No. 8646-19-CD, effective November 9, 2019. Please accept this letter as our 30 day written notice of termination of this Agreement.

The new contract started July 1, 2019 and was signed on June 11, 2019. This contract was based on the previous Living Wage of \$15.67. The current living wage is \$16.19 and was not considered as part of our current contract. At the time of this contract being signed, the City of Oxnard purchasing department assured Jan-Pro of Central Coast that the contract allowed for Living Wage increases. We have requested the monthly service amount be adjusted for the current Living Wage. This request has been denied.

At the present time, Jan-Pro Central Coast does not have any Franchisees that are willing to take on the Transit Center. As a result, we are providing you with a 30 day notice of service termination effective November 9, 2019.

We want to thank the City of Oxnard for the opportunity to service this facility for these past years.

Regards,

Brad Wiesner

Jan-Pro Central Coast
General Manager



A COMPANY BUILT TO SERVE



AT YOUR SERVICE

Your commercial cleaning partner should provide you with more than clean rooms, corridors and counters. Their focus and commitment to excellence should mirror yours. You value your employees and their ideas, your workspace, and your organization's culture—so should the partner you rely on. That's a connection that can be challenging to find—it's one CCS is committed to delivering.



COMMERCIAL CLEANING SYSTEMS

JANITORIAL SERVICE PROPOSAL



PRESENTED TO

CITY OF OXNARD

MARCH 21ST, 2019

PRESENTED BY

ALI OLSON

BUSINESS DEVELOPMENT MANAGER

COMMERCIAL CLEANING SYSTEMS



MARCH 21, 2019

Will Gale

City of Oxnard

300 W. 3rd St. Ste. 202

Oxnard, CA 93030

Dear Will:

Thank you for the opportunity to provide a commercial cleaning proposal for the City of Oxnard. We appreciate your trust and look forward to engaging in a long-term partnership with you and your team.

Commercial Cleaning Systems shares your team's passion and commitment to excellence and value for your tenants. As reflected in our proposal, CCS' customer-centric culture is focused on working hard, providing a high level of service, and taking pride and responsibility for our work. Importantly, we continually seek to not only meet but exceed your expectations. For us, that process starts with listening. Our goal is to be the best janitorial service provider—and the best vendor partner in the business community.

Please contact me with any questions at (310) 916-5934 or by email at aolson@commercialcleaningsystems.com. We look forward to connecting with you after you have an opportunity to review the enclosed proposal.

Sincerely,

ALI OLSON

BUSINESS DEVELOPMENT MANAGER

COMMERCIALCLEANINGSYSTEMS.COM

840 Apollo Street, Suite 307, El Segundo, CA 90245 | 818.455.4551

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REQUIRED ATTACHMENTS

ATTACHMENT A – COMPENSATION SCHEDULE



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Purchasing Department

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ATTACHMENT A COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Oxnard Transit Center	Cost per Staff Hour	Cost per Staff Hour for Special Requests/ Emergency Cleaning	Total Weekly Billed Staff Hours
Service Level 1 (Furnish Labor, Materials, Supplies & Equipment)	\$30.82	\$45.00	82
Service Level 2 (Furnish Labor Only)	\$27.77	\$45.00	82

Please see page 7 for consumables / supplies pricing

For the purpose of this solicitation, a staff-hour is defined as “a unit of one hour's work by one person”.

Bidder acknowledges receipt of all addenda

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

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

REQUIRED ATTACHMENTS

ATTACHMENT A – COMPENSATION SCHEDULE - CONSUMABLES PRICING

All products listed are highest quality, as requested by customer.

Specific product notes and information are included.

Item	Packs / Case	Cvrs / Pack	Total Qty 1 Case	Cost / Case	
WAXIE Half-Fold Seat Covers	20	250	5000	\$ 48.93	Half-Fold Seat Covers
item	Rolls / Case	Use / Roll	Total Uses 1 Case		
enMotion White High Capacity EPARoll Towel	6	800	4800	\$ 62.98	See notes below
Item	Rolls / Case	Sheets / Roll	Total Uses 1 Case		
Envision 2-Ply Toilet Tissue	80	550	44000	\$ 45.59	Excellent value and compliance with EPA guidelines for post-consumer waste.
Preference Toilet Tissue	80	550	44000	\$ 45.51	Delivers the softness, quick absorbency, durability and thickness patrons appreciate. Iris floral emboss on every sheet creates a look of elegance and quality.
Item	Btts / Case	Gl / Btl	Total Uses 1 Case		
White Lanolin Hand Soap	4	1	n/a	\$ 28.79	White, lanolin-based, nontoxic hand soap with a pleasing almond fragrance. Sold by the gallon and the case. Four gallons per case. Contains no antimicrobial agents
Item	Packs / Case	Rolls / Pack	Total Qty 1 Case	Cost / Case	
10 Mic Nat Coreless Roll Liner Size (30x37)	20	25	500	\$ 23.46	
16 Mic Nat Coreless Roll Liner Size (40x48)	10	25	250	\$ 32.40	
Item	Bulbs / Pack		Total Qty 1 Pack	Cost / Case	
Philips 60-Watt Equivalent A19 Dimmable Energy Saving Daylight (5000K)	4		4	\$ 12.35	

EnMotion White High Capacity EPA Roll Towel

These cost-effective, **high-quality, EPA CPG compliant** for minimum post consumer waste percent roll towels are specifically designed to be used with our innovative wall mounted enMotion® touch-free dispensers to provide reliable towel dispensing at the wave of a hand.. One-at-a-time, touch free dispensing reduces usage and minimizes the risk of cross contamination. Provides fast and pleasant hand drying experience. EPA CPG Compliant for minimum post-consumer recycled fiber percent.

Please note: If any items needed for facility are mission from this list, please inform CCS, and company will provide pricing upon request.

REQUIRED ATTACHMENTS

ATTACHMENT B – COMPANY INFORMATION



City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

ATTACHMENT B COMPANY INFORMATION

Name of Company: **Commercial Cleaning Systems**

Address: **840 Apollo St. El Segundo, CA 90245**

Service to provide: **Janitorial Services**

Main Point of Contact: **Ali Olson**

Fed Tax ID: **46-4215198**

City Tax ID: **19-00107392**

E-mail: **aolson@commercialcleaningsystems.com**

Phone: **(310) 916-5934**

REQUIRED ATTACHMENTS

ATTACHMENT C – REFERENCES



City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

ATTACHMENT C REFERENCES

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	City of Fontana
Address:	8353 Sierra Avenue, Fontana, Ca 92336
Contact person:	Isaias Garcia
Email address:	igarcia@fontana.org
Telephone address:	(909) 350-6512
Project name:	City of Fontana - Janitorial
Dates worked performed:	2009 - Present
Summary of scope of services:	Day and night janitorial services to a variety of public and private buildings including offices, libraries, senior centers, and learning centers
Project cost:	\$76,000 monthly

Reference 2	
Company name:	City of Santa Ana
Address:	20 Civic Center Plaza, M-11, Santa Ana, CA 92701
Contact person:	John Aguilar
Email address:	jaguilar@santa-ana.org
Telephone address:	(714) 647-5008
Project name:	City of Santa Ana - Janitorial
Dates worked performed:	2009 - Present
Summary of scope of services:	Day and night janitorial services to a variety of public and private buildings including offices, libraries, senior centers, and learning centers
Project cost:	\$31,000 monthly

Reference 3	
Company name:	City of Fullerton
Address:	1580 W. Commonwealth Avenue, Fullerton, CA 92832
Contact person:	Nadia Cook

REQUIRED ATTACHMENTS

ATTACHMENT C – REFERENCES



City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

Email address:	nadium@ci.Fullerton.ca.us
Telephone address:	(714) 738-2807
Project name:	City of Fullerton – Citywide Janitorial
Dates worked performed:	2012 - Present
Summary of scope of services:	Day and night janitorial services to a variety of public and private buildings including offices, libraries, senior centers, and learning centers
Project cost:	\$66,000 monthly

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE: See above references

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE: None

REQUIRED ATTACHMENTS

ATTACHMENT D – STATEMENT OF BIDDER’S PAST CONTRACT DISQUALIFICATIONS



City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

ATTACHMENT D STATEMENT OF BIDDER’S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

1. If so, explain the circumstances:

REQUIRED ATTACHMENTS

ATTACHMENT E – CITY OF OXNARD SIGNATURE SHEET, AFFIDAVIT



City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

ATTACHMENT E

CITY OF OXNARD SIGNATURE SHEET, AFFIDAVIT

I, Dana Holladay
depose and say that I am Senior Vice President
("Sole Owner", "A Partner", "President", or other proper title)
of Commercial Cleaning Systems
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda indicated in this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

REQUIRED ATTACHMENTS

ATTACHMENT F – ORDINANCE NO. 2852



City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

ATTACHMENT F

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA,
ESTABLISHING A SMALL LOCAL BUSINESS
PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

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

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to \$500,000; 4% of the amount between \$500,001 and \$750,000; 3% of the amount between \$750,001 and \$1,000,000; 2% of the amount between \$1,000,001 and \$1,250,000 and 1% of the amount between \$1,250,001 and \$1,500,000. For example, if the lowest responsible bid is \$1,000,000, the preference would be \$42,500 ($\$500,000 \times .05 + \$250,000 \times .04 + \$250,000 \times .03$). The preference applies to all contracts, including contracts over \$1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is \$50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars (\$20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

REQUIRED ATTACHMENTS

ATTACHMENT F – ORDINANCE NO. 2852



City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

Ordinance No. 2852

Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State or federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

REQUIRED ATTACHMENTS

ATTACHMENT F – ORDINANCE NO. 2852



City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

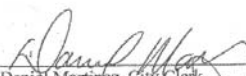
AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

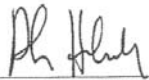
ABSENT: Mayor Pro Tem Pinkard.


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

REQUIRED ATTACHMENTS

ATTACHMENT E – CITY OF OXNARD SIGNATURE SHEET, AFFIDAVIT



City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

ATTACHMENT F (continued) LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars (\$20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business."

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: **Commercial Cleaning Systems**

Physical Address: **840 Apollo St., El Segundo, CA 90245**

Phone: **(949) 261 1234 ext 251**

E-Mail: **dholladay@commercialcleaningsystems.com**

Date Principal Business Address Established: **1988**

No. of Company Employees at this address: **750**

If less than 36 months, list previous City of Oxnard location: **None**

Will obtain if awarded contract

City Business License No.:

Taxpayer Identification No. (TIN): **46-4215198**

Primary function of this location (i.e., sales, distribution, production, corporate, etc.):

Full service location

Signature of Company Official

Date **3/21/2019**

Print Name, Title **Dana Holladay, Senior Vice President**

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

REQUIRED INFORMATION

COMPANY PROFILE



City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

information must be provided as follows:

A. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE: CCS Los Angeles Janitorial, Inc. DBA Commercial Cleaning Systems --- LLC

B. Company overview and disclosure of services or activities performed, including:

- i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. **BIDDER'S RESPONSE:** Owners: Troy Coker, Todd VanOpdorp, Dana Holladay, Titus Gardner
No contributions made

ii. **BIDDER'S RESPONSE:** Please see page 27 – Corporate Organizational Chart

iii. **BIDDER'S RESPONSE:** Please see page 25 – About Us – A Team That Delivers

iv. **BIDDER'S RESPONSE:** Please see page 18 – Required Information – Response to B. iv.

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: None

D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE: No

REQUIRED INFORMATION

COMPANY OVERVIEW: RESPONSE TO SECTION B. IV.

CCS LOS ANGELES JANITORIAL, INC.
DBA COMMERCIAL CLEANING SYSTEMS

LOCAL OFFICE ADDRESS:

840 Apollo St. Suite 307
El Segundo, CA 90245

LOCATION'S STAFF ALLOCATION:

DANA HOLLADAY
SENIOR VICE PRESIDENT

TONY RAMIREZ
GENERAL MANAGER

JIM PROVENCINO
DIRECTOR OF OPERATIONS

CANDY CONTRERAS
ACCOUNT MANAGER

FRANCISCO MENDOZA
SR. NIGHT AREA MANAGER

JOSHUA JIMENEZ
HUMAN RESOURCES

ALI OLSON
BUSINESS DEVELOPMENT MANAGER

REQUIRED INFORMATION

COMPANY PROFILE



City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

- E. List the members of your organization who are authorized to negotiate and execute an Agreement.

BIDDER'S RESPONSE: Dana Holladay

F. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

- i. Position Title
- ii. Current Responsibilities
- iii. Qualifications/Experiences
- iv. Education
- v. Certifications/licenses, if applicable
- vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i. BIDDER'S RESPONSE: Please see page 20 for response
--

ii. BIDDER'S RESPONSE: Please see page 20 for response

iii. BIDDER'S RESPONSE: Please see page 20 for response
--

iv. BIDDER'S RESPONSE: Please see page 20 for response

v. BIDDER'S RESPONSE: Please see page 20 for response
--

vi. BIDDER'S RESPONSE: Please see page 20 for response

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

REQUIRED INFORMATION

RESPONSE TO COMPANY PROFILE – SECTION F.

TONY RAMIREZ

GENERAL MANAGER

Responsibilities:

- Overseeing all aspects of the CCS Los Angeles offices, including day and night operations, sales and marketing efforts, and customer service and satisfaction.
- Providing support and training in the areas of account management and customer service.

Qualifications / Experience:

- Tony has over 25 years in the janitorial industry. Prior to joining CCS, Tony worked as a Senior Project Manager for the LA Memorial Coliseum for 2 years.

Education: Attended LA Valley College

Certifications:

- GMP
- IPM certification
- HACCP certification
- Hazmat training through OSHA.

FRANCISCO MENDOZA

SENIOR NIGHT MANAGER

Responsibilities:

- Providing night management that oversees the night janitorial staff, floor care crew, and specialty services.
- Conducting quality walks in the evenings once work has been completed.
- Offering training and supervision to all night crews.
- Communicating any messages from the customers to our crew to ensure we adhere to the scope of work.

Qualifications / Experience:

- Fernando has worked in janitorial for over 20 years, specializing in floorcare for 5 years.

Education: Attended University in Mexico

Certifications:

- Bloodborne Pathogens, Emergency Spill Clean-up Procedures, Green Cleaning, Carpet Maintenance, Finishes and Hard Floor Maintenance, Dilution Control

DANA HOLLADAY

SENIOR VICE PRESIDENT

Responsibilities:

- Strategic and operational leadership throughout the Southern California and Washington branch offices.

Qualifications / Experience:

- Prior to joining CCS in 1998, Dana provided sales and marketing support to a privately held, start-up company. In this position, she assisted with the implementation of the company branding and marketing strategies that contributed to the company's successful launch and ultimate sale.
- Dana is an active member in numerous commercial real estate industry associations throughout Southern California.

Education:

- Attended California State University San Marcos.

CANDY CONTRERAS

ACCOUNT MANAGER

Responsibilities:

- Establishes and maintains effective lines of communication with clients and facilities' personnel to ascertain that their needs and requirements are being satisfied.
- Conducts quality walks with our customer
- Takes on special requests and concerns, follows up, and follows through on all tasks to completion.

Qualifications / Experience:

- Candy has over 10 years in the facilities industry. Prior to joining CCS, Candy worked as a Service Manager and in other various roles for Cintas Corporation for 10 years.
- **Education:** Attended the University of Redlands

REQUIRED INFORMATION

COMPANY PROFILE



City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

CERTIFICATIONS

I, Dana Holladay, a duly authorized agent of Commercial Cleaning Systems
Printed Name of Agent/Officer **Name of Organization**

Commercial Cleaning Systems
 hereby certify that _____ by submission of this proposal in response to the
Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature:

Date: 3/21/2019

Title of Agent/Officer: Senior Vice President

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

INTRODUCTION

THE RIGHT CLEANING PARTNER



A mix of factors determine whether a custodial cleaning partner is the right fit. And while we know every customer's requirements are unique, we also know there are some overarching factors that come into play.

- Does the team have the bandwidth to serve my needs day to day?
- Have all the team members been vetted and trained?
- Are team members employees or contract workers?
- What's my back up if a cleaning team member calls in sick?
- How is the evening crew managed?
- What's the team's specialized expertise for handling delicate equipment or situations?
- Is the environment and green cleaning part of their everyday thinking and approach?
- Can I rely on them for add-on services (think moving clean up, carpet cleaning and specialized waste disposal)?
- What are their billing practices?
- Will they deliver superior service and demonstrate value at a reasonable cost?
- How will they ensure a seamless transition from my current custodial service?

No doubt, your checklist likely includes even more—and we're ready to respond. Our goal is to arm you with the information you need to get a sense of who CCS is and how we work.

INTRODUCTION

A COMPANY BUILT TO SERVE

Commercial Cleaning Systems' (CCS) work touches more than a million individuals. For medical teams and their patients, office workers, students and more, we ensure millions of square feet of manufacturing facilities, labs, classrooms, boardrooms, offices, meeting rooms and outdoor patios are clean and ready for a productive day (or night) of work.

The business of cleaning involves a level of trust and commitment that goes well beyond a quick handshake and to do list. Few jobs take you so close and so deep into an organization on a daily basis. At the same time, we've come to expect the things we rely on every day—water, electricity, cleaning—to simply be there. Often, it's only when something out of the ordinary occurs, that we take notice.

For the vast majority, cleaning fits into this box. We want it done (and done right) with little fanfare. Yet for those responsible for selecting and securing custodial cleaning services, the box isn't always so tidy. The process of finding that right partner is a balance of many factors. Reliability, reputation and cost are just the starting point.

CCS's goal is to help you make that right decision easier. By delivering extraordinary service and job performance, our work will make you and your team members' workday better. To achieve that, we start with the right people—recruiting, employing and training a team that takes pride in its own work. That means pride in both the process and, of course, the outcome.

Warm, responsive and above all, reliable are core traits we look for when hiring team members. Then we empower that team with the equipment, training and technology to work efficiently and productively. We're also aware our own culture—what we value, how we communicate, what we do each day—factors into the mix. In fact, we know there are dozens of tangible and intangible ingredients that determine whether a cleaning company is the right fit for your unique needs.

In this proposal, we touch on those factors and what customers characterize as the CCS difference. It's what we call our "Built to Serve" promise. As you review our materials and check our references, we hope you come to the same conclusion: We're ready to put our difference to work—we're ready to serve.

ABOUT US

OVERVIEW



CCS is a dedicated, full service janitorial company specializing in a range of building types including single and multi-tenant, corporate campuses, medical, industrial, retail, research and development, educational and public/government facilities.

We're proud thousands of companies and organizations nationwide rely on us as their cleaning partner. In addition to core janitorial services, we also provide specialty services to customers on an as needed basis, including carpet cleaning, flood restoration, hard floor maintenance, window cleaning and exterior power washing.

ABOUT US

A TEAM THAT DELIVERS

Headquartered in Denver, Colorado, CCS was founded in 1988 as a sole proprietorship via the purchase of four small janitorial building contracts. Over the next three decades, with the mission of being the best, CCS has grown to be the largest provider of janitorial services in the Western U.S.

In 2007, CCS opened an office in Southern California expanding commercial cleaning capabilities and presence in California. In 2008, we expanded in the Southwest and established a foothold to become the best janitorial operator in the Arizona market.

Today, we employ thousands nationwide ensuring our team has the bandwidth and reliability needed to scale and cover any cleaning assignment, every day. With operations in five states, we are led by a management ownership group with a proven operational background in the commercial janitorial industry. We purchase all of our own equipment and will not require any outside financing for capital equipment to service your account. Our management principles of safety first and re-investing within our people and company align well with your organization.

We've included our team bios in the addendum of this proposal and encourage you to review the proven leadership and industry experience that CCS team members bring to the relationship.



BUILT TO SERVE

By combining the “best of the best” in all locations, CCS has quietly emerged as a regional company with a reputation for delivering quality services, with a focus on high-level customer service and superior cleaning. We’ve built a strong reputation in the building service industry by sustaining long-term relationships and expanding service delivery to loyal customers. By focusing on continuous improvement and a customer-based culture, CCS looks forward to a long future of providing the best janitorial service in the industry.

ABOUT US

A TEAM THAT DELIVERS

TEAMWORK THAT DELIVERS

At the center of every standout service business is its people—the team performing the work. Ensuring that team has the resources it needs to succeed is critical. At CCS, our team focus begins with hiring the right service-minded individuals, then arming them with the support to succeed.

From training to technology, human resource policies, professional attire, benefits and promotions, a host of workforce elements come into play. Our local management and communications model ensures your needs are met and our thousands of employees have the resources they need.

Our team mindset extends beyond CCS to the way we work with you. We view ourselves as partners, as teammates, and know our work can add to your success and peace of mind. By tapping the latest technology and communications devices, for example, our team stays in touch with each other, and with you.

A SENSE OF OWNERSHIP

A key differentiator of our team is that they are ours. As full-time hires (versus contract staff) team members at every level know they are part of our success. We do not subcontract ensuring uniform and consistent quality. For managers, that connection is made even stronger via ownership rights—and returns.

We also believe ownership translates to responsibility to own your own success and outcomes. It's a mindset that requires a commitment to follow through, to solve a problem that's been presented (or even better, anticipate and tackle an issue before it occurs.) It's a way of thinking and working that we encourage and reward.

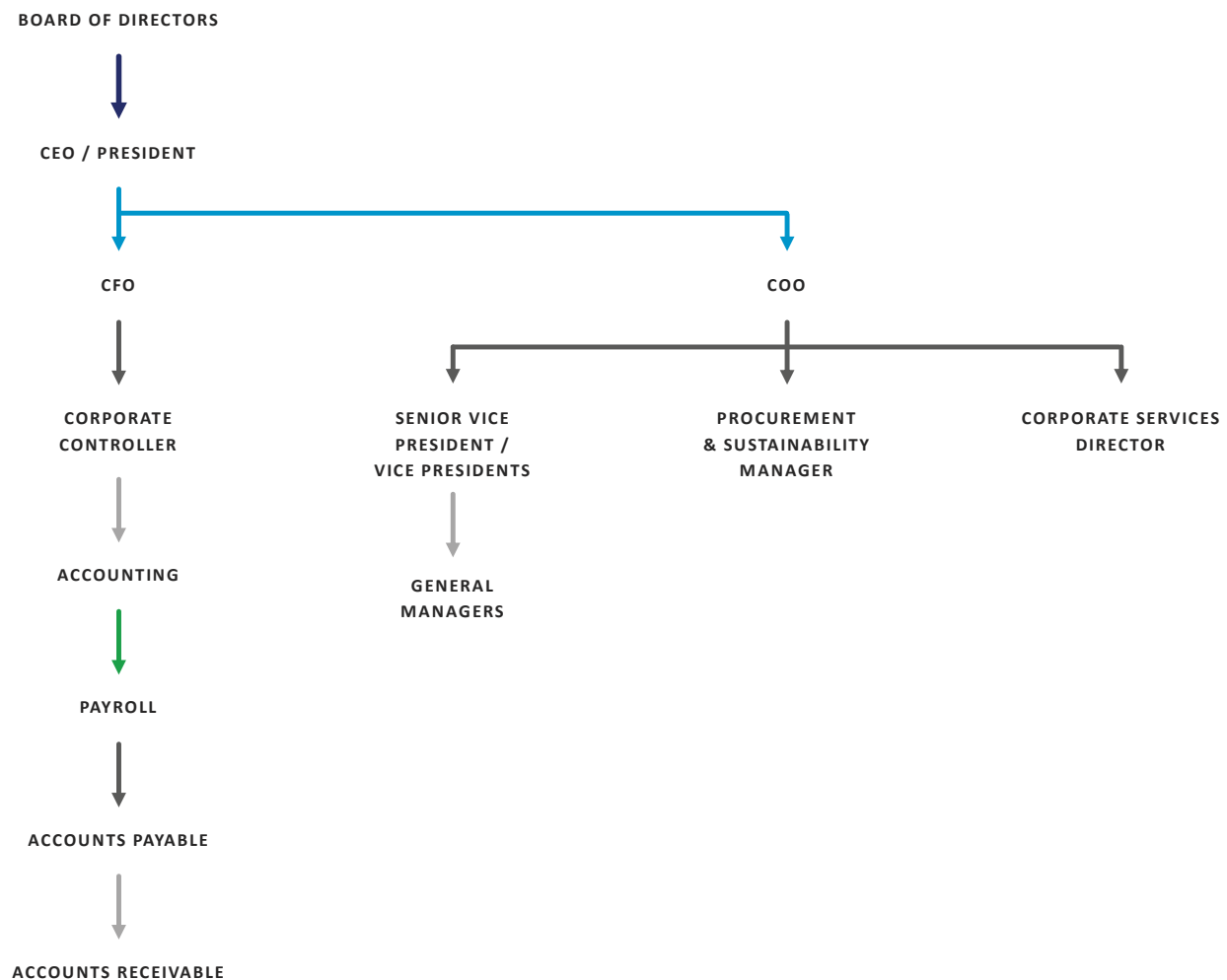


In *Built to Last*, best-selling author Jim Collins chronicles companies that have grown and endured based on core principles of leadership. We champion those core tenets—and beyond. We do that by infusing a “**Built to Serve**” philosophy in all we do.

ABOUT US

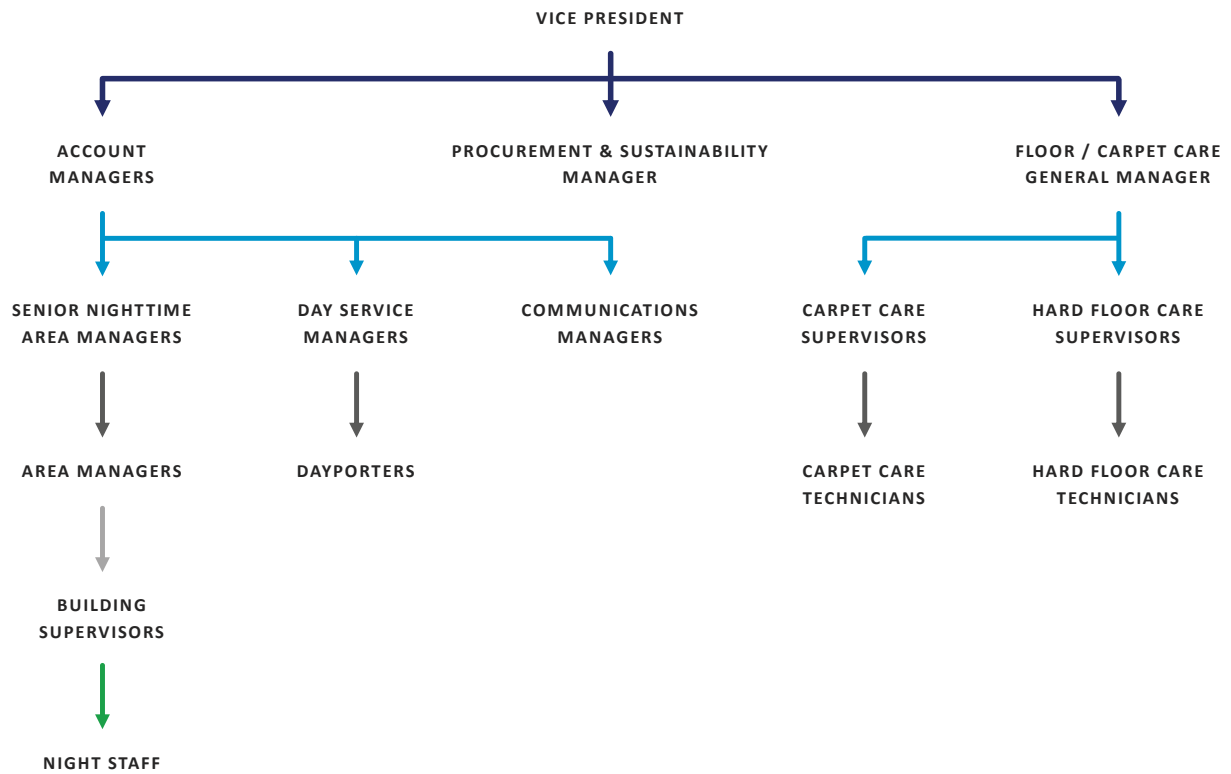
CORPORATE ORGANIZATION CHART

We value the trust you place in our ability to deliver superior service. A core part of our commitment to excellence—and ability to execute beyond our clients' expectations—comes from a deep sense of collaboration and open communications. It's the foundation of our culture, and our ability to serve.



ABOUT US

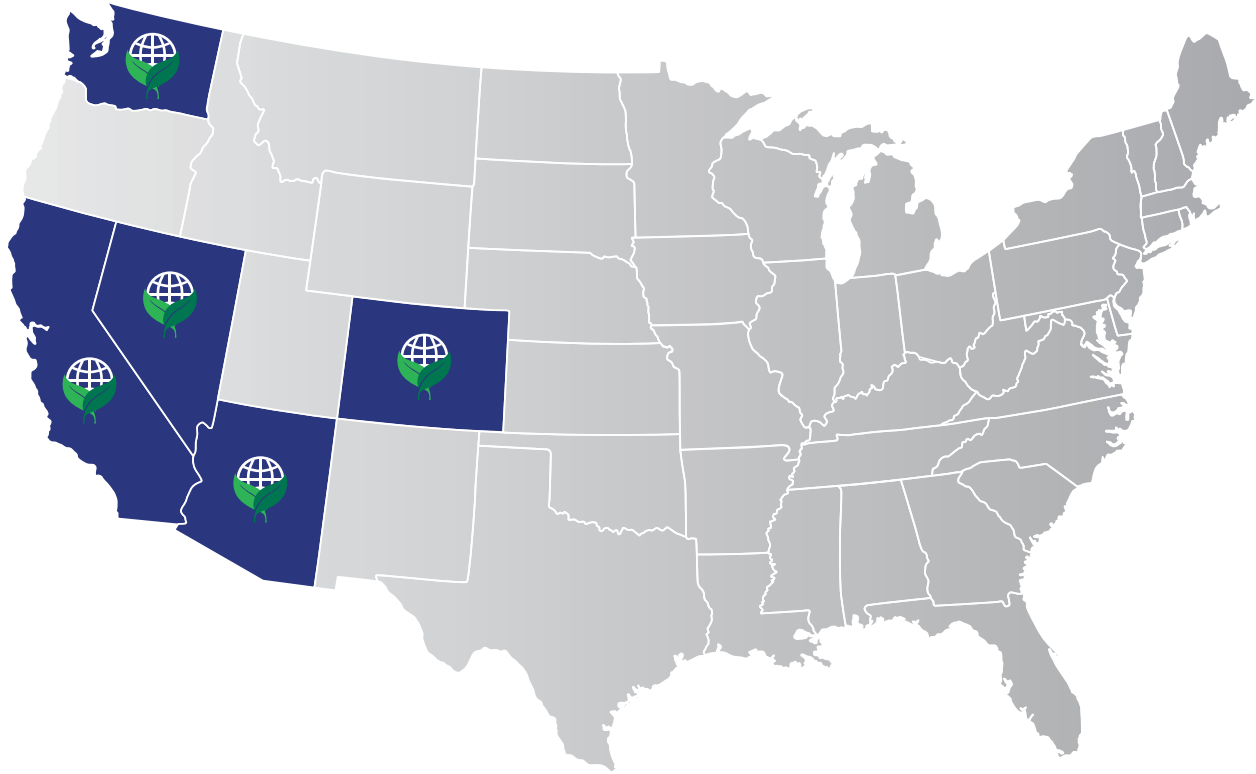
LOCAL ORGANIZATION CHART



ABOUT US

SELECT LOCATIONS

REGIONAL STRENGTH. LOCAL RESPONSE.



AREAS WE SERVE

ARIZONA
CALIFORNIA
COLORADO
NEVADA
WASHINGTON

Visit WWW.COMERCIALCLEANINGSYSTEMS.COM for a full list of our locations.

ABOUT US

WHAT MATTERS MOST

While cost is always a consideration, the lowest cost provider is not always the best fit. Sometimes the trade-off for paying less is simply too high—too many unknowns, too many frustrations.

We believe strongly in delivering great work backed by great service. It's why we focus on expectations, not just requirements. It's a promise businesses like the Four Seasons and Apple have embraced and elevated. Why can't that same approach happen within the custodial cleaning arena? We believe it can—and does. It's a customer-first commitment we live every day, in every interaction, with every customer. It includes ensuring the services we're contracted to perform are what you truly need, not simply what's on a set menu. It's why we work with you to develop a custodial program specific to your needs and, every step along the way find ways to deliver high quality service.

We start by listening, not talking (and certainly not selling.) We want to understand your challenges (and pain points)—what's needed, what's working, what's not, what's on your wish list. We want to get a true sense of your priorities, a feel for the way you work, and what's expected. We pride ourselves on not just responding to what you've requested, but anticipating and delivering solutions that prompt you to smile and say—"Wow, CCS. Well done." It's a way of working that will prompt you to redefine your definition of what a cleaning services partner can—and should—be.

EXPERIENCE MATTERS

Our business is commercial cleaning. For three decades, CCS has worked with thousands of customers in a wide range of industries and geographies providing us with a deep understanding of the daily services customers value, as well as those "on demand" offerings that are needed periodically from a trusted resource. From flood and restoration cleaning to medical disinfection, remodel and renovation prep—there is a host of services CCS can provide at a moment's notice. For customers, that means "yes" is just a call, text or email away.

We also provide services to assist in achieving all levels of LEED certification. We have worked with a mix of customers on LEED projects, experience that helps ensure your sustainability goals are met.

We believe in continued improvement—of using metrics (including customer feedback) to carefully review how we work and the value we deliver. It's a growth mindset that many of our customers have as well. We believe it's the foundation of a great company and sustained relationships.



OUR MISSION

TO BE THE BEST

janitorial service provider

TO COMPLETELY EXCEED

our customers' expectations

TO PROVIDE EXCELLENCE

in customer service at a fair price

TO DEVELOP AND SUSTAIN

controlled growth of our company

TO ALWAYS REMEMBER

our humble beginnings

ABOUT US

WHAT MATTERS MOST

EFFICIENCY ON EVERY FRONT

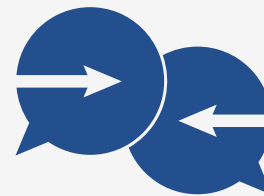
We know you are juggling a lot of responsibilities and that facility and building cleaning is just one. Of course, your responsibilities stretch much further than just cleaning, it includes the satisfaction of all who enter your buildings.

To assist, we utilize technology to make contacting us (and us contacting you) fast and efficient. All scheduling, training and site-required screenings are maintained at CCS. Our electronic timekeeping application allows our employees to check in/out via a pre-selected phone—so day shift or night shift, more time can be spent on task instead of collecting time sheets. For CCS managers, that's more time for inspections, site visits and employee development.

We've also found that electronic timekeeping provides an additional layer of accountability knowing when our employees are on site in real time. We also arm each of our managers tablets, mobile devices, Office 365, GPS, and cloud-based solutions to ensure they can communicate with our teams and create and distribute work orders and checklists in real time. No more chasing anyone down and hoping it gets done.

WHAT SETS US APART

- Best-in-class, full service
- Award-winning, certified green cleaning
- Cleaning for any building type, any size
- Solutions, not excuses
- Attention to detail—big and small
- Available day and night 24/7, every day
- Customer-first mindset
- Tech investments to streamline team and client communications
- Pride in what we do—and deliver
- Customized cleaning services
- Highest level of trusted, reliable service



STAYING CONNECTED

While we know technology solutions help our team and yours stay connected, we also value face-to-face communications. That's why we schedule in-person sessions to hear from you and your team about what matters most and what's on your mind. Open, clear channels of communications are core to the way we work.

ABOUT US

WHAT MATTERS MOST

A TRUSTED PARTNER

We believe trust and respect is earned—each and every day. Key to every trusted relationship are candid and open dialogue and a commitment to do as you say; in short, to deliver on what's promised. It also means anticipating issues and delivering what's needed before being asked. It's these intangibles that add up to a big difference. It's true in your workplace with your colleagues, and it's true for CCS.

Here are just some of the ways we work that have helped us deliver value to our customers and build long-standing, trusted relationships.

OPEN COMMUNICATIONS. We strive for this every day, not just at the start of a client contract. Throughout an engagement, we'll meet with you periodically to ensure a complete understanding of your goals and objectives—and then we'll deliver timely communication of schedules and other updates. and shift changes.

WORKFLOW OPTIMIZATION. Flexibility and a willingness to adapt based on real-world happenings (like changing weather or changes to your workplace requirements) is part of the way we work. We conduct periodic check-ins between onsite teams and managers as well as flex scheduling to ensure urgent items are handled quickly, without abandoning routine tasks.

COMMITMENT TO EXCELLENCE. After three decades of service, we know listening—followed by action—is a powerful combination. We have an absolute commitment to understand what's important to you and then deliver on those expectations. This commitment starts with a thorough understanding of your specific cleaning requirements or regimens, budgets and operating costs—and extends to the way our team interfaces with you day to day and executes on the work.

COMMUNICATION IS KEY



Request
from customer



Contact
account manager



CCS Internal:
Work scheduling



CCS Internal:
Work complete



CCS confirms
Completion with customer

ABOUT US

GOLD STANDARD CERTIFICATION: CIMS ACCREDITATION

Within the commercial cleaning services industry, the Cleaning Industry Management Standards (CIMS) is the gold standard. The first consensus-based management standard for the cleaning industry, the evaluation is both independent and thorough, with a 360-degree view of an organization's work.

In October 2017, CCS received the rare CIMS accreditation, CIMS-Green Building Honors designation.

RIGOROUS EVALUATION

To earn CIMS accreditation, core areas of operation are rigorously reviewed, providing an independent and objective 360-degree evaluation, from management and operations to performance systems and processes. The findings provide a team with a benchmark for successful delivery of consistent, quality services designed to exceed customer needs and expectations. CIMS doesn't dictate the approach an organization should take (it's not prescriptive); instead, it assesses how robust the approach the company has implemented is.

Some of the CIMS scorecard elements focus on "big picture" processes and planning, others are very detail oriented. Together they provide a valuable, in-depth look at an organization from both an inside and outside vantage point—from a team/employee perspective, as well as client-facing one.

CIMS-GB: WHAT IT MEANS TO YOU

CIMS-GB certification demonstrates a company's ability to assist customers in achieving LEED EB: O&M points and assurance for partnering in the LEED process. In fact, CIMS-GB is a direct compliance option for the "Green Cleaning Policy" LEED prerequisite. To satisfy the prerequisite, facilities can either invest in developing and implementing a comprehensive green cleaning policy or simply utilize a CIMS-GB certified cleaning service provider.

CCS is one of the select few cleaning provider worldwide that currently holds the CIMS-GB with Honors designation—recognition that we achieved a near perfect green review/compliance score.



GOLD-STANDARD CERTIFIED

Currently 218 commercial cleaning companies in North America have earned CIMS accreditation. CCS is proud to be among them.

Currently 230 commercial cleaning companies in North America have earned CIMS certification. Fewer than 10% have achieved the CIMS-GB with Honors certification -think of it as a rare summa cum laude designation in green building and cleaning.

CIMS accreditation applies to the organization in its entirety, not just a specific individual, process or product.

ABOUT US

GOLD STANDARD CERTIFICATION: CIMS ACCREDITATION

WHAT CIMS ACCREDITATION SAYS TO CUSTOMERS

For CCS customers, this accreditation provides independent validation of the quality of our work—and organization. In fact, we believe the two elements are inextricably linked. Without focused and thorough training, open communications and proven leadership, delivering quality work day in and day out would be impossible.

By design, all elements—the evaluation, the grading and the teacher (in this case, an independent certified CIMS assessor)—are tough. Fail to meet 100% of mandatory elements and 60% of the recommended / great to achieve elements in each section, no accreditation is awarded. Navigating the application and robust review process prompted our team to carefully and honestly scrutinize every aspect of the way we work, from internal policies, procedures and communications to client-facing operations, products and on the job safety protocols.

Here are the core areas the CIMS evaluation evaluated and found CCS to meet their gold-star criteria:

QUALITY SYSTEMS. General framework to ensure effective operations and continual improvement.

SERVICE DELIVERY. Processes necessary to effectively produce and deliver services, including purchasing, staffing, and handling unexpected events.

HUMAN RESOURCES. Demonstrate efficiency and effectiveness of managing “human capital” in a way that enhances organizational performance.

HEALTH, SAFETY & ENVIRONMENTAL STEWARDSHIP. Examines the processes, systems, and documentation as they relate to the organization’s quality cleaning and maintenance services with a focus on healthy, sustainable and environmentally friendly practices.

MANAGEMENT COMMITMENT. Validation of an established and organization-wide management systems to meet customer needs and expectations, even in times of organizational change.



GREEN CLEANING EXCELLENCE

The Green Building (GB) component of the CIMS accreditation is optional—but not to CCS. We believe strongly that a focus on sustainable, environmentally aware practices are a core part of successful cleaning. The requirements of the GB module evaluate CCS’ framework to ensure use of environmentally preferable cleaning practices in addition to the management best practices identified in the five core CIMS sections. CCS is one of the select few cleaning provider worldwide that currently holds the CIMS-GB with Honors designation—the highest possible.

WORKING FOR YOU

OVERVIEW



CCS maintains a stable workforce at each of our facilities. We do not subcontract services—a key point of difference that sets us apart in the custodial cleaning and janitorial industry. We use our own hourly paid employees to manage and clean our customers' facilities.

We've found the best way to build our team is via referrals from our existing, high performing employees. Careful screening prior to hiring is done by the Human Resources Manager to ensure that the person hired for the job is qualified and has the traits to stay with the job.

WORKING FOR YOU

HIRING

We conduct employment history checks, criminal background and additional checks per the requirements of the contract prior to placing an employee at a facility.

CCS ensures all new employees comply with the security requirements. As required, employees will sign a security briefing statement.

Our pre-employment/new hire orientation prepares janitorial staff members to be ready for on-the-job training when they arrive to their job assignment. In addition to company policy and procedures, our staff learns the fundamentals of their job responsibilities, including:

- The role, physical demands and job duties of janitors
- Green Cleaning Program procedures
- Rules of conduct
- Payroll guidelines
- Sexual harassment and EEOC policies
- Building security rules and procedures
- Reporting work injuries
- Safety policy and guidelines
- Hazardous Communication Program
- Personal Protective Equipment Program
- Color coding of microfiber cleaning cloths
- Care of company property and equipment
- Trash removal procedures
- Protection and safeguarding confidential information
- Reasons for immediate termination

Upon completion of the pre-employment/new hire orientation review, each employee receives:

- A briefing of on-the-job training assignment
- Contact information for their supervisor and directions to the job site



“ONBOARDING” HIRING PROCESS

1. Application
2. Interview
3. Job Offer
4. Acceptance
5. Administrative
6. Training

WORKING FOR YOU

TRAINING : ON-THE-JOB

Our top priority is to provide qualified, well-trained employees to every customer location. We know that training leads to improved employee satisfaction, productivity, motivation and morale. Training also increases our workflow efficiencies and reduces CCS' direct labor costs, providing you with quality service at a competitive price.

Our training program for new-hires, supervisors and managers is more extensive and complete than other companies in our industry.

Following the orientation period, new employees are teamed up with an experienced member of the janitorial staff from their assigned location. Under the guidance of the building supervisor and area manager, the new employee receives direct guidance from the experienced janitor in the building with the goal of moving towards working independently. The building supervisor and area manager monitors the new employee's progress and decides when it is appropriate for the new employee to work independently.

On-the-job training is site-specific and customized based on the complexity of each job assignment. A checklist is utilized to assist with reviewing all necessary topics as part of the assignment. Checklist items include:

- Communication procedures
- Site-specific building rules and regulations—i.e. security, key control
- Proper wearing of uniform and display of I.D. badge
- Location and use of Safety Data Sheets (S.D.S.)
- Emergency Evacuation Procedures and Hazardous Communication Program
- Review of building work plan and specific work assignment to include all tenant preferences
- Energy and water conservation
- Trash collection and recycle program
- Guidelines for dusting, mopping and vacuuming
- Guidelines for cleaning of kitchens/break room areas and restrooms
- Reporting of maintenance issues
- Security – securing of doors, operation of access control systems and alarm systems, securing/safeguarding keys and access cards
- Discuss proper lifting procedures and working safely
- Immediately report any unsafe conditions to supervisor
- Proper use of cleaning solution dilution center and mixing procedures

Upon completion of the training process, new CCS employees are assigned their position in the building and work in conjunction with the other janitorial staff members at the same location.

WORKING FOR YOU

TRAINING : SAFETY & QUALITY

SAFETY TRAINING & POLICY

CCS understands the critical nature of ensuring a safe workforce for our customers, as safety-related injuries impact both our team and our customers. We view safety as a critical component of everything we do—without exception.

The CCS Injury and Illness Prevention Program is a 40+-page guide we created to keep our team informed and aware of ways to work smarter and safer. It's comprehensive and serves as a valuable reference guide for all team members.

During team trainings, we use the policy to help illustrate and inform our team members about common risks—and proactive ways to minimize them. We also provide employees with access to customized CCS safety training videos through an online portal and easy to access training documentation of these trainings through our integrated mobile application. This system allows us to confirm which employees have and have not received specific monthly trainings through the application, ensuring each employee is thoroughly trained.

If an issue were to occur, the guide provides clear, step-by-step responses for our team members to follow. Reading these in advance and reviewing them together via training and role-playing has proven to be an effective way to ensure our team is alert and aware.

QUALITY ASSURANCE

Our efforts around quality assurance reflect our commitment to exceed our clients' expectations. Some ways we set and exceed include:

- Create checklists, like building inspections or surveys, with flexible templates
- Add response options, such as pass/fail or a rating scale
- Define quality standards for each item
- Collect responses through web or mobile apps
- See results instantly and resolve deficiencies
- Share results with employees
- Use reporting tools to analyze trends

Our Work Ticket Entering mobile application plays a key role in orchestrating in-the-field responses, including work tickets and completion tracking. Using the mobile app, team members can take a picture of the issue or item to be resolved, then continue to monitor progress on resolving the task. Once the item has been successfully addressed, a task completed update is available keeping all on the CCS and client team informed. An eye for detail backed by a reliable and utilized communications system is the perfect checks and balances for staying on top of small and large details.



SAFETY FIRST

Preventing Slips, Trips & Falls

Slips, trips and falls are a leading cause of occupational injuries or illnesses involving days away from work each year, according to data from the Bureau of Labor Statistics. OSHA's Walking-Working Surfaces Standard (1910.22(a)) states that all workplaces should be "kept clean and orderly and in a sanitary condition." The rule includes passageways, storerooms and service rooms. Floors should be clean and dry. Drainage should be present where "wet processes are used."

WORKING FOR YOU

TRAINING : CONTINUAL DEVELOPMENT

CCS is dedicated to an ongoing training program that constantly improves the skill sets of all workers and ensures that they are exposed to best practices and the latest techniques/equipment. Our assigned training coordinator for each branch office conducts monthly training for all our nighttime/daytime area management staff members. Subsequently, these staff members provide the training to the building supervisors and workers. The following is a list of monthly training topics to include, but not limited to:

- Illness and Injury Prevention Program
- Hazard Communication Program
- Anti-Harassment Policy and Procedure
- Zero Tolerance Drug and Alcohol Policy
- Company Rules, Policies, and Procedures
- Safety Data Sheets (S.D.S.)
- Cleaning Techniques
- Emergency Preparedness and Safety Issues
- Communication Procedures
- Finishes and Hard Floor Maintenance
- Carpet Maintenance
- Hand Hygiene, Hand and Skin Protection
- Cleaning Solutions Handling, Storage, Disposal & Recycling
- Dilution Control and Spill Management
- Bloodborne Pathogens – Emergency Spill Clean-up Procedures
- Workplace Violence Awareness
- Safe lifting and Preventing back injuries
- Slips, Trips, Falls and Hazards
- Workers' Comp and Medical Insurance Fraud
- Ladder Safety/Electrical Safety
- Equipment Maintenance and Documentation
- Personal Ergonomics / Repetitive motion
- Accident Investigation and Reporting

As part of these monthly training meetings, we engage our key suppliers to assist in sharing updates on products and advocating proper technique and product usage.

We also use a case study approach, providing real world scenarios and walkthroughs of solutions to difficult cleaning scenarios. These team discussions and open information exchanges are led by management staff and allow field crews to share experiences, ideas and solutions—in short, to take ownership.

A FOUNDATION FOR SUCCESS

OVERVIEW



Whether day or night, in today's connected world, there is nothing more frustrating than not being able to reach your cleaning team contact. To ensure 100% connections and responsiveness, CCS has invested in a suite of technology solutions engineered to make our relationship with you stronger, and our teams more efficient. We know tech-based solutions change rapidly, and we're committed to keeping pace—for the benefit of our team and yours.

We use technology tools with a focus on efficiency and optimizing workflow—not on replacing face to face communications with our customers. We perform advanced analysis to help us gain a deeper understanding and identify patterns relating to business performance, customer preferences and quality control. Management can more easily communicate business strategy, streamline operations and minimize waste, as well as connect with other teams on the spot.

A FOUNDATION FOR SUCCESS

TECHNOLOGY

Our technology and support solutions have created a team culture and positive impact throughout the company, building an open and communicative environment for all employees, vendors, and customers. Importantly, ready access to technology provides CCS employees with a sense of independence and trusted communications regarding their schedules and early access to upcoming payments. With ready access to technology tools, each employee is able to see their schedules, view their paychecks before they're issued—and more. The result? Added peace of mind, personal performance and reliability.

Here's a look at what solutions will be at work for you:

MATERIAL REQUIREMENTS PLANNING (MRP)

Our scheduling and HR management system is the tool we use for creating and maintaining all scheduling, training and site-required screenings. It ties directly to the CCS invoicing system eliminating missed data "handoffs" that can often occur with other approaches.

ELECTRONIC TIMEKEEPING

We set up Electronic Timekeeping at each CCS customer location. This electronic timekeeping solution allows our employees to check in/out via a pre-selected phone eliminating the need for collecting timesheets. It's easier and efficient for our employees, but the biggest benefit is it allows our night management team to spend more time on inspections, site visits and employee development rather than chasing timesheets and delivering checks. It's also a valuable layer of team accountability as it communicates real-time data about when and where employees are, and whether they're clocked in or out.

OFFICE 365

We provide each CCS manager with an iPad and Office 365 for communicating with our teams and creating and distributing work orders and checklists on the spot. With all our files securely hosted in the cloud, managers can create, modify and send out proposals in the field, instantly send Day Porter schedules and other key scheduling and communications without delay.



CURRENT TECHNOLOGY

We use the latest technology to ensure our professional service to our customers.

Mobile devices
Cloud computing
Employee portals
Team sites
Advanced reporting
Real-time data collection
GPS tracking

A FOUNDATION FOR SUCCESS

PROMOTIONS & INCENTIVES

CCS is committed to promoting from within our ranks. A high percentage of employees have been promoted from within; team members who joined as Porters are now account managers and supervisors, office assistants to client service roles. If an employee has the desire, drive and job performance for more responsibility—our goal is to help them grow. This unique philosophy of employee development and promotion from within is a point of differentiation within the cleaning industry—a benefit to both our customers and our employees.

During our manager meetings, we identify standout team members who have excelled in their positions and are poised for promotion. We communicate promotion guidelines to our employees so they can set—and meet—clear metrics. Employees who express a desire for promotion are given specialized training in areas such as supervision skills, time management, cost controls, budget procedures, and job specific subject matter.

EMPLOYEE PROMOTION TRACKS



In addition to our promotional and team development principles, CCS also believes in recognizing employees for a job well done. We view these as a win/win—a way to single out high achievers and build loyalty. A few examples include:

- On-the-spot employee rewards and recognition incentives
- On-site visits from our executive leadership to recognize employees
- Partnering with our customers to create year-end bonus programs for high-performing teams or individual employees

A FOUNDATION FOR SUCCESS

INDUSTRY AFFILIATIONS

Staying ahead of changes in the cleaning industry—from new products to new regulations—is a commitment we make to both our employees and customers. CCS invests in ongoing partnerships and affiliations with the Janitorial Services industry, as well as industry groups and associations our customers' value.

A strong percentage of our employees are active members in industry associations. CCS invests a significant amount of financial and leadership support to these associations. Our BDMs in each market serve on committees for these organizations and help further their missions.



WHAT TO EXPECT

OVERVIEW



While the people part of our work is critical, we also know the management and supervision of the work process provides CCS customers with tremendous value. In the cleaning business, it's not uncommon for facilities or buildings that are not effectively supervised to become isolated and disconnected; our supervision and communication infrastructure doesn't allow that to happen. Our team approach, checks and balances and open communication within CCS and our clients are key steps for fostering strong connections and quality. We've learned that both significant and even small, seemingly easy measures add up to a big difference.

We ensure full compliance with the requirements of the contract. Our management team is committed to job quality and customer satisfaction.

WHAT TO EXPECT

SUPERVISION & QUALITY CONTROL

No surprise, for CCS quality control goes beyond the basics. We believe clear, timely communications is the key to responsive service—and pride ourselves in providing quick completion of all requests. We have a software-based communication log system that assures our nightly managers are informed of special requests and building issues.

This log is compiled daily and distributed to our managers by the Communication Coordinator in our office each evening. This software and its use by our Communication Coordinator ensures all special requests are responded to immediately. When a customer expressed a desire for added night coverage, for example, we promptly invest in our night operations to ensure that we have the resources to handle floor care, floods, carpet maintenance, special cleaning requests and to provide the highest level of supervision and quality control in the industry.

The performance of these requests and issues are double checked nightly by the Area Manager who ensures a smooth transition and reports any follow-up requests to the Account Managers and Communication Manager in our office early the next day before building operations begin. The Account Manager then follows up to ensure sure all requests were completed.

In addition, CCS Day Porter management staff conducts inspections during their visits with the day staff. These inspections provide another set of “eyes and ears” to assist in the continuous improvement process. Each account management team member also conducts formal and informal inspections based on the needs of the building. All items noted during these inspections are immediately communicated to the night staff for immediate attention.

Our three-fold approach to quality control and communications is designed to ensure timely exchange and responsiveness by all team members.



BUILDING SUPERVISOR (DAY & NIGHT SUPERVISOR)

Real-time supervision of the employees on the job and communications with the Area Manager. Assists the crew with duties and inspects for quality and completeness of work.

AREA MANAGER & DAY SERVICE MANAGER

Ensures work is accomplished and Building Supervisor is performing his/her duties. Visits the site nightly or daily (depending on shift) and serves as liaison between CCS employees and the account management team.

SENIOR AREA MANAGER

Oversees performance and quality of the work. The Director of Operations manages and supports the Area Manager.

WHAT TO EXPECT

STAFFING

BACKUP STAFFING, SPECIAL REQUESTS & EMERGENCY SERVICES

Nothing is more frustrating than a no-show cleaning staff. From our founding days, we realized this and put solutions in place to avoid the issue.

During times of employee illnesses or when extra staffing is needed based on client special requests (like an office move), CCS has the employee base needed to provide all our buildings additional staffing without having to reassign or pull from the building's regular team. In times of worker shortages, creative staffing solutions are needed to maintain exceptional service levels.

Our dedicated pool of "floater" employees work for CCS during day and evening hours—and are available on-demand as needed if scheduled staffing issues arise. Trained, motivated employees and at-the-ready, these team members tackle assigned jobs wherever they are needed. Each Area Manager has a specific source of floater employees they can call upon to provide additional staffing. This allows us to respond to urgent situations and other tasks as needed.

WHAT TO EXPECT

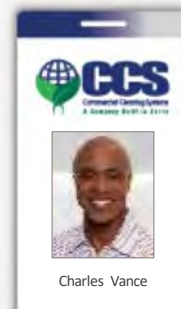
STAFFING: UNIFORM SPECIFICATIONS

Our teams servicing your buildings are a direct representation of CCS and your company. We take great care in the sourcing and upkeep of our uniforms to ensure our team members look professional.

Our standard uniform offering is outlined below. We can also work with you to address any specific uniform requirements outside of our standards.

To meet the uniform appearance standards, the following guidelines are provided:

- All staff must dress in their company issued uniform daily – no exceptions
- Each employee will be responsible for keeping their uniforms/smocks clean and presentable for work
- If any uniform item is damaged, immediately report to your supervisor so a replacement item can be provided
- For safety reasons, no open-ended shoes are permitted
- Employees who arrive to work inappropriately dressed will be relieved of their duties and will not be allowed to return to work until wearing proper attire/uniform
- All employees are expected to look presentable – proper hygiene and grooming are required. Failure to comply will result in your removal from the job location
- For Men: facial hair must be neatly trimmed. Hair should be neatly groomed. Jewelry must be inconspicuous and not create a safety hazard. Jewelry and earrings should be simple, conservative, and inconspicuous and not create a safety hazard.
- For Women: conservative make-up is acceptable. Hair should be neatly groomed and away from the face. Jewelry and earrings should be simple, conservative, and inconspicuous and not create a safety hazard.



EMPLOYEE ID BADGES

Employees are provided an identification badge, which is required to be worn at all times while on duty. The badge includes the individual's photo, full name, and our company name.



EMPLOYEE UNIFORMS

Day Staff

Work Shirt with CCS Logo
Work Pants
Work Jacket
Non-slip shoes

Night Staff

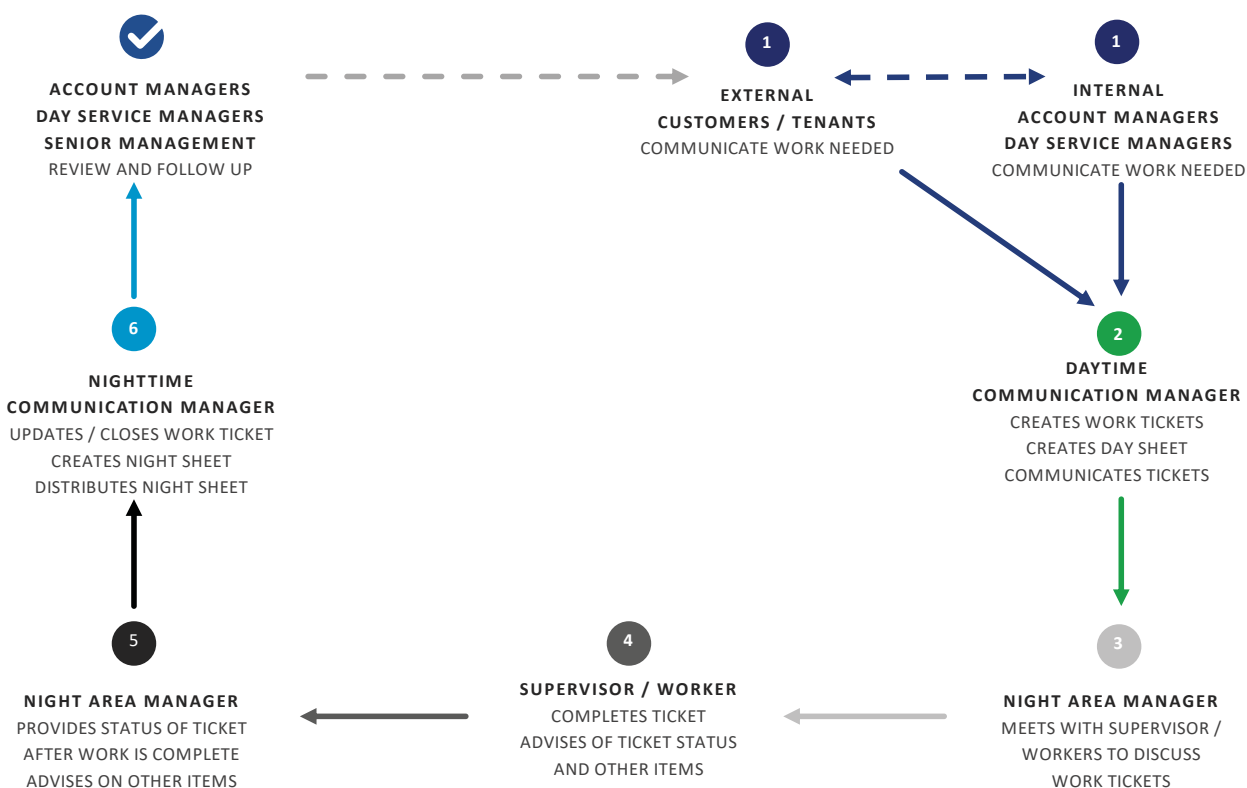
Apron/Smock with CCS Logo
Work pants
Non-slip shoes

WHAT TO EXPECT

COMMUNICATION : THE PROCESS

Clear, timely and open communications is key to every great relationship. Part of our responsibility is to manage the communication process for our customers. From communicating your requests to our team members on the front line, to completing the circle and ensuring you know the item has been completed. Ensuring this process is seamless and consistent helps give you peace of mind. Although we would like to think our buildings sleep quietly through the night, things tend to happen—and those things need to be shared and addressed with a sense of urgency. Outlined below is an overview of the way we communicate—from the initial request through to resolution and follow up with you, we are committed to addressing and following up on every detail.

THE COMMUNICATION PROCESS



All communications through phone, e-mail and internal work order system

WHAT TO EXPECT

COMMUNICATION : LOGS

24/7 COVERAGE

CCS believes that communication is critical to the way we work—both with you and with our own team. We pride ourselves on providing quick completion of all requests. To assist, we have a software-based communication log systems that ensures our nightly managers are informed of special requests and building issues.

Logs are compiled daily and distributed to our managers by a Communications Manager in our office each evening. Execution and follow up on the requests and issues are double checked nightly by the Area Manager who reports any open or follow-up items to your Account Manager and Communication Manager in our office early the next morning, before your building operations begin. The seamless handoff ensures items are not overlooked and that you are aware of what's been completed, and what may be open (and why). Your Account Manager follows up with you and your team to ensure all requests are completed.

In addition, the CCS Day Service management staff conducts inspections during visits with the day staff. These inspections provide another “eye” to assist in our continuous improvement process. If we see an issue, we'll be proactive and address it and let you know. Your CCS account management team will also conduct formal and informal inspections based on the needs of the building. All items noted during these inspections are immediately communicated to the night staff for immediate attention.

NIGHTLY COMMUNICATION LOGS

TICKET #6747902 JOB #10270	TASK DESCRIPTION STAFF NOTIFICATION	TICKET INFORMATION NOTIFY STAFF: SUPPLIES WERE DROPPED OFF AND PLACED IN OFFICE. PLEASE STORE IN A NEAT AND ORDERLY FASHION.
CUSTOMER ID ABC PROPERTY MGMT	STATUS COMPLETE	
ACCOUNT MANAGER ENRIQUE ALVAREZ	COMPLETION DATE 2/13/17	COMPLETION NOTES PERSONALLY INSPECTED AND CONFIRMED. LEAD JANITOR, JOSE M., RECEIVED SUPPLIES AND ORGANIZED IN STORAGE CLOSET.
JOB SUPERVISOR LILIANA VELAZCO		

WHAT TO EXPECT

TRANSITION PLAN

The transition from one commercial cleaning service contractor to another can be disruptive to owners, managers, employees and tenants—but **it does not have to be**. Commercial Cleaning Systems provides the systems, processes and focus to ensure a seamless transition at your location. We commit the time, effort and resources needed to understand your needs and orchestrate a seamless transition. Our dedicated CCS Transition Team plans, communicates, organizes and executes the following phases with you:

TRANSITION PLAN

1 PHASE 1 TRANSITION KICK-OFF MEETING	1. Review administrative items/details ▪ Finalize pricing ▪ Contract preparation ▪ Certificate of Insurance requirements ▪ Billing information ▪ Emergency contact information 2. Schedule building/facility walkthrough with CCS transition team
2 PHASE 2 BUILDING / FACILITY TOUR	1. CCS Transition Team tours buildings/facilities and obtains necessary information to develop a full janitorial work plan: ▪ Special tenant requirements ▪ Areas not to clean ▪ Secured areas ▪ Alarm systems 2. CCS Transition Team develops a custom work plan and orders necessary equipment and supplies 3. Recruitment and hiring of existing staff and new staff
3 PHASE 3 INTERNAL CCS TRANSITION MEETING	1. CCS Transition Team meets with operational team assigned to building/facility to finalize all details of the transition: ▪ Staffing ▪ Night work plan, shifts and assignments ▪ Day Porter shifts and schedules ▪ Training plan ▪ Key and access card set-up ▪ Supply orders for chemicals, equipment and consumable supplies ▪ Delivery instructions to the building/facility
4 PHASE 4 FIRST DAY OF SERVICE	1. If unable to deliver prior to first day, all equipment and supplies are delivered to the building and properly stocked in designated storage areas by the CCS Transition Team 2. All Day Porters greeted by the Day Service Manager to answer any questions and ensure all have necessary equipment, supplies and tools 3. All nighttime staff greeted by CCS Transition Team and nighttime management/supervision staff to answer any questions and ensure all have the necessary equipment, supplies and tools

SUSTAINABILITY & GREEN CLEAN

OVERVIEW



CCS is recognized in the industry for our green cleaning practices. What started out years ago to reduce occupational hazards and liabilities for both our customers and employees has developed into a comprehensive program and become our standard practice.

With the completion of numerous LEED projects, we continue to refine and expand our sustainable service offerings to stay ahead of the evolving sustainable performance standards. While many service providers use Green Seal Certified products, we have been working in LEED Certified buildings using our comprehensive program to ensure that each project can obtain/maintain the maximum number of points available via our products and processes. Our program incorporates all aspects of sustainable cleaning operations to include equipment, procurement, training, staffing, documentation and procedures. With most our certification projects, we have serviced the property prior to certification. CCS knows all aspects of the process, and what to do along the way.

Since there are various levels of LEED Certification, as well as variations depending upon when a building is certified, we recommend reviewing specifics of your situation to ensure our program is customized to your needs. While every project may not seek LEED Certification, our track record provides you with the confidence that CCS knows what needs to be accomplished to meet your sustainability goals.



SUSTAINABILITY & GREEN CLEAN

GREEN CLEANING PROGRAM

With our Green Cleaning Program, CCS takes traditional cleaning beyond appearances with procedures designed to make each customer's occupancy the safest, healthiest and cleanest environment possible.

Using environmentally friendly, less-toxic products is just one step in the process of setting up and implementing a successful green cleaning program. How the janitorial staff uses cleaning products and equipment also impacts the program's success.

CCS employs our Green Cleaning Program throughout our company to achieve:

- A healthier environment for all occupants in the building
- Reduced absenteeism and higher productivity in the workplace
- The ability for our customers to earn LEED-EB credits toward building certification
- Favorable public relations to tenants and the general public for property owners and managers
- Compliance with governmental requirements
- A reduction in building maintenance and repairs
- A lower impact on the natural environment

Landlords and property owners are supported with best practices and certification programs that position the property with an attractive occupancy package for existing and prospective tenants.

In addition to traditional janitorial processes, Commercial Cleaning Systems' Green Cleaning Program addresses training and procedures specific to the following areas:

- Entryway maintenance and documentation
- Powered floor care equipment use, maintenance and documentation
- Dusting and mopping
- Hard floor care maintenance and documentation
- Carpet floor care maintenance and documentation
- Food areas
- Indoor plants
- Solution dilution, use, spill containment, recycling and disposal
- Trash collection and recycling procedure
- Reduction in solid waste
- Vulnerable populations, communication and procedure
- Hand sanitizing and proper hand hygiene
- Documentation and reporting required for LEED Certification

ADDENDUM

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CCS LEADERSHIP TEAM
LOS ANGELES TEAM LEADERSHIP
SAMPLE CERTIFICATE OF INSURANCE

ADDENDUM

CCS TEAM LEADERSHIP

“What sets CCS apart is our commitment to customer service. We work tirelessly to serve our customers and earn their business every day. This all-out effort is part of our DNA. It starts with hiring highly passionate individuals who look forward each day to contributing to our company’s customer-focused philosophy, and grows stronger through a unique culture that rewards focus, responsibility and a service-focused mindset.”

TROY COKER | CEO, COMMERCIAL CLEANING SYSTEMS

In the service industry, the leadership and support provided to our front-line employees differentiates good companies from great companies.

TROY COKER

CHIEF EXECUTIVE OFFICER

Troy Coker is CEO of Commercial Cleaning Systems. Troy founded CCS in 1988 and grew the company into the success it is today. CCS has become recognized as the premier provider of quality janitorial services throughout the Southwest region of the United States.

Troy currently oversees all aspects of the company. He utilize his “ground-up” knowledge and expertise to lead the continued growth and development of the company. Through his leadership and perseverance, Troy continues to emphasize the company-wide focus on customer service and operational excellence. He leads the senior management team as CCS continues to accomplish strategic and long-term objectives.

Prior to the start of his career, Troy earned his BS in Business Administration with majors in Finance and Marketing from the University of Colorado.

TODD VANOPDORP

CHIEF OPERATING OFFICER

Todd VanOpdorp serves as COO. Since joining CCS in 2004, Todd has become instrumental in the growth and development of the business. Todd is involved with all aspects of the business throughout the company. His primary focus is on operations and business development.

Todd spent the past 29 years of his career in various management and leadership positions providing janitorial and private security services to the commercial real estate industry.

Prior to his career, Todd earned a BS from Western Illinois University.

ADDENDUM

CCS TEAM LEADERSHIP

ROBERT JESKE

CHIEF FINANCIAL OFFICER

Robert Jeske is the CFO for Commercial Cleaning Systems. Robert is responsible for the management of all finance, accounting, treasury and M&A activities.

Robert spent the past 25 years of his career in management and leadership positions working in the following industries: Retail, Aerospace & Defense, and Media. Prior to joining CCS in 2018, he most recently served as the CFO of Pioneer Landscape Centers and held the position of Controller with United Launch Alliance.

Robert earned his Bachelor of Science Degree in Finance with Honors from Metropolitan State University and earned his MBA with honors from Regis University.

STEVE LARSON

EXECUTIVE VICE PRESIDENT

Steve Larson is the Executive Vice President for Commercial Cleaning Systems. Steve is primarily responsible for the management of all operations including: strategic and operational leadership, developing and maintaining customer relations.

Steve spent the past 27 years of his career in various management and leadership positions providing janitorial services to the commercial real estate industry.

Prior to his career, Steve earned his Bachelor of Science Degree in Mechanical Engineering with Honors from University of Minnesota, Institute of Technology.

DANA HOLLADAY

SENIOR VICE PRESIDENT

Dana Holladay is Senior VP at CCS with primarily responsibility for the strategic and operational leadership throughout the Southern California and Washington branch offices.

Prior to joining CCS in 1998, Dana provided sales and marketing support to a privately held, start-up company. In this position, she assisted with the implementation of the company branding and marketing strategies that contributed to the company's successful launch and ultimate sale.

Dana is an active member in numerous commercial real estate industry associations throughout Southern California. She attended California State University San Marcos.

ADDENDUM

CCS TEAM LEADERSHIP

CAMERON HALL

REGIONAL VICE PRESIDENT

Cameron Hall is Regional Vice President responsible for working directly with CCS Account Managers, Field Managers. She oversees the administrative support team in Southern California, Washington, and Georgia.

Prior to joining CCS in 2013, Cameron's experience included five years in the commercial real estate industry where she oversaw approximately 750,000 square feet of commercial and industrial properties.

Cameron earned a bachelor's degree in Business Administration from Chapman University in 2006 and JD from Western State College of Law in 2011. She became a member of the California State Bar after graduation.

MEAGHAN O'BRIEN

VICE PRESIDENT OF BUSINESS DEVELOPMENT

Meaghan O'Brien is the Vice President of Business Development for Commercial Cleaning Systems. Meaghan serves as the company leader of all Business Development Managers with an emphasis on market growth, sales process development and training initiatives. Meaghan works closely with prospective customers to develop value added programs to best meet their specific goals and objectives.

In 2013, Meaghan joined CCS as an Account Manager in San Diego and advanced to Business Development Manager in 2014. In 2016, she took on the additional role as Business Development Sales Trainer. Prior to joining CCS, Meaghan enjoyed over 16 years with a successful career in business development and entrepreneurship.

Meaghan earned her Bachelor of Science in business Administration from Salisbury University.

DANIEL LOWERY

DIRECTOR, CORPORATE SERVICES

Daniel Lowery is Director of Corporate Services for CCS. In 2010, Daniel joined CCS as the Environmental Services (EVS) Director. He advanced to Director of Corporate Services where he works closely with executive staff to achieve and maintain standards of excellence set forth by CCS. Daniel leads the CCS team in development of business practices, policies, and procedures.

Prior to the start of his career, Daniel earned a BS in Economics with a minor in Business Administration from the University of Colorado. Daniel is also a licensed Colorado Real Estate Broker.

ADDENDUM

CCS TEAM LEADERSHIP

DON BUFFONI

PROCUREMENT & SUSTAINABILITY, LEED AP O+M

Don Buffoni is the Manager of Procurement and Sustainability for Commercial Cleaning Systems. Don began his career with CCS with a dual role in Business Development and Supply Management. Currently, Don manages and directs product distribution, vendor contract negotiations, manufacturer relationships, and sustainability reporting and compliance.

Prior to his start at CCS in 2005, Don was a manufacturing representative for a cleaning solution company and served nine years in the United States Army as a logistics supply officer.

Don earned his Bachelor's Degree of Industrial Design from North Carolina State University.

JANET KIEFER

CORPORATE CONTROLLER

Janet Kiefer serves as Corporate Controller at CCS responsible for managing all facets of the accounting operations, monitoring and implementation of policies and procedures, as well as reporting analyzed financial information to the executive management team.

Prior to joining, Janet served in numerous accounting roles in both public traded and privately held companies working primarily in the manufacturing industries. She also spent four years in the United States Navy as a financial technician where she earned a Navy Marine Corp Achievement Medal for her perseverance and dedication to her work.

Janet holds a BS in Accounting at Metropolitan State University of Denver.

ADDENDUM

LOS ANGELES LEADERSHIP

TONY RAMIREZ

GENERAL MANAGER

Tony Ramirez is the General Manager for Commercial Cleaning Systems in Los Angeles. He oversees all aspects of the CCS Los Angeles offices, including day and night operations, sales and marketing efforts, and customer service and satisfaction. In addition, Tony provides support and training in the areas of account management and customer service.

Tony has over 25 years in the janitorial industry. Prior to joining CCS, Tony worked as a Senior Project Manager for the LA Memorial Coliseum for 2 years. Tony has the following certifications: GMP, IPM certification, HACCP certification, and Hazmat training through OSHA.

CANDY CONTRERAS

ACCOUNT MANAGER

Candy Contreras is an Account Manager for Commercial Cleaning Systems. Candy establishes and maintains effective lines of communications with clients and facilities' personnel to ascertain that their needs and requirements are being satisfied. She conducts quality walks with our customer, takes on special requests and concerns and makes it a point to always follow-up and follow through on all tasks to completion.

FRANCISCO MENDOZA

SENIOR NIGHT MANAGER

Francisco Mendoza is a Night Manager for Commercial Cleaning Systems. Francisco provides night management that oversees the night janitorial staff, floor care crew, and specialty services. David's main job duties are to conduct quality walks in the evenings once work has been completed, to offer training and supervision to all night crews and to communicate any messages from the customers to our crew to ensure we adhere to the scope of work.

ALI OLSON

BUSINESS DEVELOPMENT MANAGER

Ali is a Business Development Manager for Commercial Cleaning Systems. Ali serves all of North Los Angeles County by implementing new sales and marketing strategies, identifying target markets, presenting RFP proposals and maintaining strong customer relationships.

ADDENDUM

SAMPLE CERTIFICATE OF INSURANCE

ACORD **CERTIFICATE OF LIABILITY INSURANCE** FORM NO. 101 (REV. 1/15)

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

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

PRODUCER: Lockton Companies, Inc.
8110 E. Union Avenue
Suite 100
Denver, CO 80231
(303) 414-9000

INSURED: PNC Commercial Cleaning Systems, Inc.
145173
c/o Commercial Cleaning Systems
1451 S. Lipson St.
Denver, CO 80231

COVERAGES: **CERTIFICATE NUMBER:** 14558415 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. HOWEVER, THIS INSURANCE DOES NOT COVER ANY LOSS OR DAMAGE TO OR ON OR IN CONNECTION WITH THE SUBJECT 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.

RISK	TYPE OF INSURANCE	ADDITIONAL COVERAGES	POLICY NUMBER	POLICY PERIOD	COVERAGE	LIMIT
A	COMMERCIAL GENERAL LIABILITY	CLAIMS-MADE X SOLARIS SRS Included	100016007146	10/1/2016 - 10/1/2017	BODILY OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PROPERTY \$ Excluded VEHICULAR LIABILITY \$ Excluded MEDICAL EXPENSES \$ 1,000,000 ADVERTISING \$ 2,000,000 PRODUCT \$ 2,000,000	
B	AUTOMOBILE LIABILITY	ANY AUTO X OWNED X NON-OWNED X AUTOMOBILE ONLY	ACPTSL00000001	10/1/2016 - 10/1/2017	BODILY OCCURRENCE \$ 1,000,000 MEDICAL EXPENSES \$ XXXXXXXX VEHICULAR LIABILITY (Per occurrence) \$ XXXXXXXX BODILY INJURY (Per occurrence) \$ XXXXXXXX MEDICAL EXPENSES (Per occurrence) \$ XXXXXXXX	
C	UMBRELLA/LIAB	OWNED X NON-OWNED X AUTOMOBILE ONLY X	1000017470	10/1/2016 - 10/1/2017	BODILY OCCURRENCE \$ 5,000,000 ADVERTISING \$ 5,000,000 PRODUCT \$ XXXXXXXX	
D	EMPLOYERS' LIABILITY	ANY EMPLOYER/EMPLOYEE/CONTRACTOR/OTHER X EMPLOYER/EMPLOYEE/CONTRACTOR/OTHER X EMPLOYER/EMPLOYEE/CONTRACTOR/OTHER X	1000001024	10/1/2016 - 10/1/2017	BODILY OCCURRENCE \$ 1,000,000 MEDICAL EXPENSES \$ 1,000,000 BODILY INJURY - EMPLOYEE \$ 1,000,000 BODILY INJURY - PUBLIC \$ 1,000,000	
E	EMPLOYERS' LIABILITY	ANY EMPLOYER/EMPLOYEE/CONTRACTOR/OTHER X EMPLOYER/EMPLOYEE/CONTRACTOR/OTHER X EMPLOYER/EMPLOYEE/CONTRACTOR/OTHER X	1000001024	10/1/2016 - 10/1/2017	BODILY OCCURRENCE \$ 1,000,000 MEDICAL EXPENSES \$ 1,000,000 BODILY INJURY - EMPLOYEE \$ 1,000,000 BODILY INJURY - PUBLIC \$ 1,000,000	

14558415 (10/1/2016) (10/1/2017) (10/1/2016) (10/1/2017) (10/1/2016) (10/1/2017) (10/1/2016) (10/1/2017)

CERTIFICATE HOLDER: 14558415
SAMPLE ONLY

CANCELLATION: See Attachment

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

AUTHORIZED REPRESENTATIVE: *Charles M. McDaniel*

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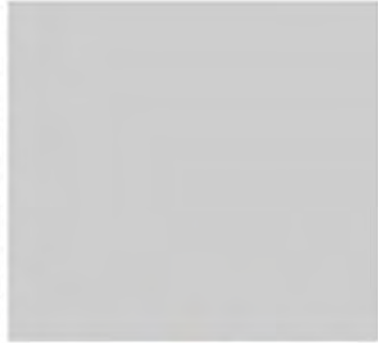
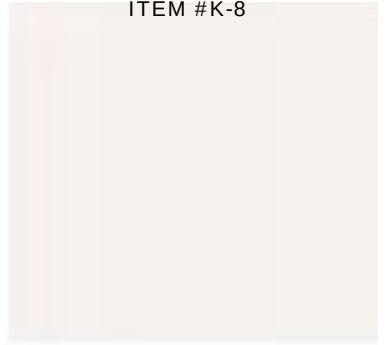
REST ASSURED

The business of cleaning requires a vigilant focus on training, proper equipment, upkeep, safety and insurance coverage.

CCS invests in comprehensive coverage via trusted and respected underwriters and provides proof of that coverage to our customers. You've put your trust in us—rest assured, we honor that trust every day.



READY TO SERVE



COMMERCIALCLEANINGSYSTEMS.COM

City of Oxnard Purchasing Department

Solicitation No. DS 19-56 Clarification No. 1



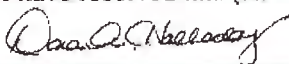
REQUEST FOR CLARIFICATION NO. 1

**CUSTODIAL SERVICES FOR OXNARD TRANSIT
CENTER (OTC)**

Tuesday, April 09, 2019

CERTIFICATION OF RECEIPT OF CLARIFICATION (RFC-COVER PAGE)

I certify that I have received this (RFC) on behalf of the company listed below.

Signed:  Dated: 4-16-2019

Print Name: Dana Holladay Title: Senior Vice President

Company: Commercial Cleaning Systems

Email: dholladay@commercialcleaningsystems.com

REQUEST FOR CLARIFICATION NO. 1

1.0 This Request for Clarification (RFC) is considered to be part of the Solicitation. All other terms of the RFP remain unchanged and in effect. This RFC is intended to solicit additional information in regard to the quote/proposal submitted by the Vendor of the above referenced solicitation. Any information contained herein will be considered part of the Vendor's quote/proposal and as such will be used in the evaluation of the solicitation responses.

1.1 The request in this document is intended to offer the Vendor the opportunity to provide the City information previously requested in Solicitation DS 19-56, Custodial Services for Oxnard Transit Services that was not provided in the Vendor's previous submission, or not provided in the requested format as outlined by the City in the solicitation document. Details are outlined in Section 3 of this document.

1.2 Receipt of Clarification Request Cover Page

To verify that you have received a copy of this RFC, please sign the cover page of this RFC and return it to the City of Oxnard as a PDF no later than 2:00 pm, April 16, 2019. All vendor submissions must be emailed to Will Gale at william.gale@oxnard.org (primary contact) and Patricia Garcia at patricia.garcia@oxnard.org (secondary contact). Physical/paper document submissions will be rejected.

1.3 Please submit the signed response via email to the above email addresses which states in the subject line: "Request for Clarification No. 1, Solicitation No. DS 19-56".

2.0 GENERAL REQUIREMENTS & RESPONSE SUBMITTAL

2.1 Procedures for Submitting Response to Request for Clarification

All responses must be submitted in accordance with the standards and specifications contained within this Request for Clarification (RFC) and must be returned with the certification of receipt cover page to meet the requirements specified. The cover page must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

2.2 Signature on Response

- a) A cover page, which shall be considered an integral part of the response, shall be signed by individual(s) who is/are authorized to bind Vendor contractually. Each authorized individual must include printed name, signature(s) and indicate the classification or position that the individual(s) hold in the firm.
- b) The Vendor must provide only the information requested in this RFC, and must not provide any information different from what is specifically requested or which in any other way supplements or changes the Vendor's proposal.

3.0 Clarification questions/requests/notes from the City:

- a) An additional cost table was included in your bid response to Solicitation DS 19-56 for consumables/supplies pricing as it relates to Service Level I. This information was not requested by the City, or part of the original solicitation document. Please only provide an all-inclusive bid in the format as requested in the original solicitation document, and below. Bidder, please enter your response below:

City of Oxnard Purchasing Department

Solicitation No. DS 19-56 Clarification No. 1

Oxnard Transit Center	Cost per Staff Hour	Cost per Staff Hour for Special Requests/ Emergency Cleaning	Total Weekly Billed Staff Hours
Service Level 1 (Furnish Labor, Materials, Supplies & Equipment)	\$33.80	\$45.00	77.81

- b) Please indicate your closest business address to the OTC that custodial staff would be dispatched from in response to Special Requests/ Emergency Cleaning, and the amount of time it will take for staff to arrive onsite at the Oxnard Transit Center (OTC). Vendor, please enter your response below:

Vendor Response: 840 Apollo St., #307, El Segundo, CA 90245 **Arrival ETA: 1 Hour**

- c) Please indicate the phone number(s) that the City would call for Special Requests/Emergency Cleaning, and the days and hours that personnel will be available for dispatch. Vendor, please enter your response below:

Phone# 1	Phone# 2	Days	Confirm Days Available (Yes/No)	Hours Available
(818) 691-8118	(714) 656-6872	Monday	Yes	24 hrs / day
(818) 691-8118	(714) 656-6872	Tuesday	Yes	24 hrs / day
(818) 691-8118	(714) 656-6872	Wednesday	Yes	24 hrs / day
(818) 691-8118	(714) 656-6872	Thursday	Yes	24 hrs / day
(818) 691-8118	(714) 656-6872	Friday	Yes	24 hrs / day
(818) 691-8118	(714) 656-6872	Saturday	Yes	24 hrs / day
(818) 691-8118	(714) 656-6872	Sunday	Yes	24 hrs / day

Additional Response to Section 3. (b)

Please note that response times are not necessarily based on dispatch from nearest office address. Management or cleaners may be in closer proximity to OTC at any given time, and may not be required to report to office before responding in the event of an emergency or special request.



COMMERCIALCLEANINGSYSTEMS.COM



**REQUEST FOR CLARIFICATION NO. 2
CUSTODIAL SERVICES FOR
OXNARD TRANSIT CENTER (OTC)**

Tuesday, January 14, 2020

CERTIFICATION OF RECEIPT OF CLARIFICATION (RFC-COVER PAGE)

I certify that I have received this (RFC) on behalf of the company listed below.

Signed:

Dated:

1/16/20

Print Name:

Tony Ramirez

Title:

GM

Company:

CCS

Email:

T Ramirez @ CCSBTS.COM

REQUEST FOR CLARIFICATION NO. 2

1.0 This Request for Clarification (RFC) is considered to be part of the Solicitation. All other terms of the RFP remain unchanged and in effect. This RFC is intended to solicit additional information in regard to the quote/proposal submitted by the Vendor of the above referenced solicitation. Any information contained herein will be considered part of the Vendor's quote/proposal and as such will be used in the evaluation of the bid responses.

1.1 The request in this RFC is primarily the result of your company's response to Solicitation DS 19-56, Custodial Services for Oxnard Transit Center.

1.2 Receipt of Clarification Request Cover Page

To verify that you have received a copy of this RFC, please sign the cover page of this RFC and return it no later than **2:00 pm, January 17, 2020**, by email (as a PDF with signature) is acceptable and with a hard copy to follow in the mail as optional.

1.3 Please submit the signed response via email to Patricia Garcia at patricia.garcia@oxnard.org (primary contact) and Eric Hernandez at eric.hernandez@oxnard.org (secondary contact), which states in the subject line: **"Request for Clarification No. 2, Solicitation # "DS 19-56"**.

2.0 GENERAL REQUIREMENTS & RESPONSE SUBMITTAL

2.1 Procedures for Submitting Response to Request for Clarification

All responses must be submitted in accordance with the standards and specifications contained within this Request for Clarification (RFC) and must be returned with the certification of receipt cover page to meet the requirements specified.

The cover page must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

2.2 Signature on Response

- a) A cover page, which shall be considered an integral part of the response, shall be signed by individual(s) who is/are authorized to bind Vendor contractually. Each authorized individual must include printed name, signature(s) and indicate the classification or position that the individual(s) hold in the firm.
- b) The Vendor must provide only the information requested in this RFC, and must not provide any information different from what is specifically requested or which in any other way supplements or changes the Vendor's proposal.

3.0 Clarification questions from the City:

Please provide updated cost for scope of adding 34 trash receptacles and 6 recycle receptacles.

Vendor's Response:

2020 Janitorial Contract Pricing					
Oxnard Transit Center					
Services:	Cost / Staff Hour YEAR 1	Cost / Staff Hour YEAR 2	Cost / Staff Hour YEAR 3	BLENDED RATE for 2020 - 2022 Contract	Weekly Billed Staff Hours
SERVICE LEVEL 1					
Day Porter - Supplies Included	\$ 34.14	\$ 34.96	\$ 35.80	\$ 34.97	80

**CITY COUNCIL AGENDA REPORT****INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K-9**

DATE: February 18, 2020

TO: City Council

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

SUBJECT: Award Agreement A-8201 to Toro Enterprises for the Cast Iron Pipe Replacement Project.

RECOMMENDATION

That City Council:

1. Award and authorize the Mayor to execute Agreement A-8201 in the amount of \$4,643,679 for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project PW 19-94 with Toro Enterprises, Inc.;
2. Approve \$464,368 for Project contingency and \$325,058 for engineering, inspection, survey and project management for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project; and
3. Approve a budget appropriation of \$3,939,827 from the Water Operating Fund (601) for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project Project Nos. 183108 and 153117, respectively.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

On July 18, 2017, the City Council received an update on the street maintenance program for the City. In that presentation, Bryce Canyon South and Fremont North neighborhood street resurfacing were listed as projects that were scheduled for cast iron pipe replacement and street resurfacing for FY 17-18. Due to previous funding shortages for both the cast iron pipe replacement as well as street resurfacing these projects have been delayed until now.

In the past few years, the City has seen only two to three bidders at a time for the projects that combine the cast iron pipe replacement and the street resurfacing. In an attempt to get more competitive pricing and attract more contractors we have separated the cast iron pipe replacement and the street resurfacing. There are several local contractors who have the ability to perform the work of the pipe replacement, however not the street resurfacing. The street resurfacing portion of the project will be put out to bid as this cast iron pipe replacement project nears completion.

Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project is a combination of the cast iron pipe replacement portion of the Bryce Canyon South Resurfacing Project No. 183108 and the Fremont North Resurfacing Project No. 153117.

This project will replace 60 year old cast iron water pipes with PVC pipes in the Bryce Canyon North/South and Fremont neighborhoods per the City wide cast iron pipe replacement program. The Project consists of furnishing all necessary labor, materials, equipment, traffic control and other incidental and appurtenant work to abandon existing 6" up to 10" cast iron pipe waterlines and install approximately 17,700 feet of new PVC waterlines, removal and replacement of 440 1-inch water services with new polyethylene (PE) services, remove and replace 30 fire hydrants, install water valve/air-vac/blow-off units and perform the restoration of asphalt concrete pavement in the Bryce Canyon North/South and Fremont North Neighborhoods.

The work is tentatively scheduled to begin in February 2020 and will be completed by April 2020. Please see attached location maps. Staff will work closely with the various neighborhood councils, businesses, and any other affected entities to keep them informed of the schedule. Additionally, door hanger notices will be placed at all of the residences in the Project area and signs will be posted along the work route.

DISCUSSION

The notice inviting formal bids (NIFB) on the project was initially published on March 21, 2019, with bids due on May 2, 2019, and two bids were received. The bids received exceeded the funding available for the project. Due to this funding issue, all bids were rejected and the project was revised and rebid. The NIFB on the rebid project was published on October 31, 2019, and all bids were due on December 4, 2019.

The City received the bids listed below:

Toro Enterprises, Inc.:	\$4,643,679
Granite Construction Company:	\$5,455,927

The lowest bidder is Toro Enterprises, Inc. and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from Toro and its subcontractors. Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractor is 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 Toro Enterprises, Inc.

The contract is to include the base items as well as additive items 1 and 2 which total \$4,643,679. Additionally, \$464,368 is required for construction contingency (10% of the contract value) and \$325,058 for the cost for engineering support services and City staff time (7% of the contract value) to perform engineering, inspection, survey and project management (EISPM) services specific to this project during construction. The total estimated cost of the project is \$5,433,105 (base bid + additive items + contingency + EISPM).

STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This

item supports the following goals and objectives:

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

FINANCIAL IMPACT

Approval of this recommendation will appropriate \$3,939,827 from the Water Operating Fund (601). The appropriation request includes \$3,150,400 necessary to complete the contract with Toro Enterprises, a contingency amount of \$464,368, and staff time totaling \$325,058. The staff time and contingency amounts will be split 50/50 between the Bryce Canyon (183108) and Fremont (153117) projects. The projected Fiscal Year 2019-20 ending unassigned fund balance of the Water Operating Fund (601) is \$17.7 million after this appropriation request. Details regarding how the funds will be allocated between the two projects is as follows:

PROJECT NUMBER	PROJECT DESCRIPTION	PREVIOUS APPROPRIATION (FUND 601)	APPROPRIATION REQUEST	CONTRACT AMOUNT	CONTINGENCY	STAFF TIME PROJECT MANAGEMENT
183108	BRYCE CANYON	\$1,500,000	1,222,407	\$2,320,972	\$232,184	\$162,529
153117	FREMONT	-	\$2,717,420	\$2,322,707	\$232,184	\$162,529
	TOTALS	\$1,500,000	\$3,939,827	\$4,643,679	\$464,368	\$325,058

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on January 28, 2020 to approve the staff recommendation to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS:

1. Bid Tabulation Bryce Canyon Fremont PW 19-94
2. A-8201 Toro Bryce Canyon Fremont Cast Iron Pipe PW 19-94
3. Budget Appropriation for Bryce Canyon Fremont
4. Cast Iron Replacement Location

This is a tabulation of bid results and not an offer of award or contract. The City of Oxnard reserves the right to reject all bids.

Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project							
Specification No. PW 19-94							
Owner: City of Oxnard Bids Received: 12/4/19				Toro Enterprises, Inc.		Granite Construction Company	
				2101 E. Ventura Boulevard Oxnard, CA 93036		4820 McGrath Street #101 Ventura, CA 93003	
				#1		#2	
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	SCHEDULE 1 Bryce Canyon North & South Neighborhood						
1	Mobilization/ Demobilization (not to exceed 5% of the Total Bid Amount)	LS	LUMP SUM	\$52,900.00	\$52,900.00	\$100,000.00	\$100,000.00
2	Traffic Control And Public Convenience And Safety	LS	LUMP SUM	\$59,400.00	\$59,400.00	\$56,695.00	\$56,695.00
3	Storm Water Pollution Prevention Plan	LS	LUMP SUM	\$8,900.00	\$8,900.00	\$3,900.00	\$3,900.00
4	Install 10-Inch PVC Class 200	LF	1,370	\$166.00	\$227,420.00	\$235.00	\$321,950.00
5	Remove And Replace 10-Inch PVC Class 200	LF	520	\$170.00	\$88,400.00	\$350.00	\$182,000.00
6	Install 8-Inch PVC Class 200	LF	6,525	\$124.00	\$809,100.00	\$145.00	\$946,125.00
7	Abandon Exist 10-Inch CIP In-Place	LF	1,370	\$12.00	\$16,440.00	\$13.00	\$17,810.00
8	Abandon Exist 6 And 8-Inch CIP In-Place	LF	6,460	\$5.50	\$35,530.00	\$6.50	\$41,990.00

9	Install 10-Inch R.S. Gate Valve	EA	5	\$2,915.00	\$14,575.00	\$3,300.00	\$16,500.00
10	Install 8-Inch R.S. Gate Valve	EA	18	\$2,250.00	\$40,500.00	\$2,400.00	\$43,200.00
11	Remove And Replace Fire Hydrant	EA	10	\$10,875.00	\$108,750.00	\$10,000.00	\$100,000.00
12	Remove And Reconnect Fire Hydrant	EA	3	\$7,345.00	\$22,035.00	\$4,800.00	\$14,400.00
13	Replace 1-Inch Water Services	EA	223	\$2,410.00	\$537,430.00	\$3,100.00	\$691,300.00
14	Replace 1-Inch Water Services (@ Southside of Redwood in drawing sheet 8)	EA	18	\$3,315.00	\$59,670.00	\$7,700.00	\$138,600.00
15	Install Temporary Water Services Up To 2 Inches	EA	20	\$1,165.00	\$23,300.00	\$1,500.00	\$30,000.00
16	Replace 1-Inch Water Services And Relocate WM Box @ #4007 S "A" St	LS	LUMP SUM	\$3,680.00	\$3,680.00	\$5,500.00	\$5,500.00
17	Install 4-Inch Blow-Off Assembly	EA	9	\$8,450.00	\$76,050.00	\$7,700.00	\$69,300.00
18	Install 2-Inch Air-Vacuum Assembly	EA	6	\$8,270.00	\$49,620.00	\$7,500.00	\$45,000.00
19	Relocate 2-Inch Backflow Assembly & All Components, Complete-In-Place	LS	LUMP SUM	\$8,030.00	\$8,030.00	\$2,800.00	\$2,800.00
20	Dewatering	LS	LUMP SUM	\$9,900.00	\$9,900.00	\$23,800.00	\$23,800.00
21	Adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb, which shall conform to applicable safety orders.	LS	LUMP SUM	\$16,800.00	\$16,800.00	\$35,000.00	\$35,000.00

Additive Item 1

	SCHEDULE 2 Fremont North Neighborhood						
22	Mobilization/Demobilization (not to exceed 5% of the Total Bid Amount)	LS	LUMP SUM	\$31,000.00	\$31,000.00	\$100,000.00	\$100,000.00
23	Traffic Control And Public Convenience And Safety	LS	LUMP SUM	\$80,450.00	\$80,450.00	\$20,000.00	\$20,000.00
24	Storm Water Pollution Prevention Plan	LS	LUMP SUM	\$8,900.00	\$8,900.00	\$3,940.00	\$3,940.00
25	Install 10-Inch PVC Class 200	LF	4,270	\$147.00	\$627,690.00	\$160.00	\$683,200.00
26	Install 8-Inch PVC Class 200	LF	5,010	\$124.00	\$621,240.00	\$135.00	\$676,350.00
27	Abandon Exist 10-Inch CIP In-Place	LF	2,900	\$12.00	\$34,800.00	\$10.00	\$29,000.00
28	Abandon Exist 6 And 8-Inch CIP In-Place	LF	6,330	\$5.50	\$34,815.00	\$6.50	\$41,145.00
29	Install 10-Inch R.S. Gate Valve	EA	15	\$2,915.00	\$43,725.00	\$3,000.00	\$45,000.00
30	Install 8-Inch R.S. Gate Valve	EA	10	\$2,250.00	\$22,500.00	\$2,800.00	\$28,000.00
31	Remove And Replace Fire Hydrant	EA	14	\$10,875.00	\$152,250.00	\$8,500.00	\$119,000.00
32	Remove And Reconnect Fire Hydrant	EA	3	\$7,345.00	\$22,035.00	\$4,515.00	\$13,545.00
33	Replace 1-Inch Water Services	EA	218	\$2,410.00	\$525,380.00	\$2,800.00	\$610,400.00
34	Install 4-Inch Blow-Off Assembly	EA	8	\$8,450.00	\$67,600.00	\$7,700.00	\$61,600.00

35	Install 2-Inch Air-Vacuum Assembly	EA	4	\$8,270.00	\$33,080.00	\$7,730.00	\$30,920.00
36	Dewatering	LS	LUMP SUM	\$9,900.00	\$9,900.00	\$15,000.00	\$15,000.00
37	Adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb, which shall conform to applicable safety orders.	LS	LUMP SUM	\$16,800.00	\$16,800.00	\$31,907.00	\$31,907.00

Additive Item 2

	SCHEDULE 3 Miscellaneous Bid Items							
38	Replace Water Services, 1 ½ - 2 Inches	EA	5	\$2,485.00	\$12,425.00	*	\$6,500.00	\$32,500.00
39	Trench Stabilization	TON	100	\$113.00	\$11,300.00		\$80.00	\$8,000.00
40	Relocate Existing Waterline up to 10-Inch	LF	60	\$234.00	\$14,040.00		\$260.00	\$15,600.00
41	Paint Traffic Striping (2- Coat)	LF	400	\$5.76	\$2,304.00		\$5.50	\$2,200.00
42	Paint Pavement Marking (2-Coat)	SF	500	\$6.03	\$3,015.00		\$5.50	\$2,750.00
			Total Bid SUBMITTED		\$4,652,679.00			\$5,455,927.00
			Total Bid VERIFIED		\$4,643,679.00	*		\$5,455,927.00

*Correction to calculation error.

Subcontractors:	Chrisp Company
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Subcontractors:	Cell Crete Corp.
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CONTRACT

CITY OF OXNARD CONTRACT FOR

BRYCE CANYON NORTH/SOUTH AND FREMONT NORTH NEIGHBORHOOD WATER CAST IRON PIPE REPLACEMENT PROJECT SPECIFICATION NO. PW 19-94

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TORO ENTERPRISES, INC. ("Contractor"). Contractor's license number is 710580.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Grant Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of four million six hundred forty three thousand six hundred seventy nine dollars (\$4,643,679) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every

employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

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

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

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

[signatures on following page]

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

CITY OF OXNARD

TORO ENTERPRISES, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager _____
☐ Lisa Boerner, Purchasing Manager _____
☐ [name] , Buyer _____

Sean Castillo, President² _____ Date _____

Jerry Hannigan, Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) _____ Date _____

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

Agreement No. A-8201

Exhibit INS-G**INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
 - b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

Agreement No. A-8201

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.

12/19

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

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

Endorsement Forms

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

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

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

COMPANY

LETTER **B**
COVERAGES

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the ACity@)

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

☐ COMPREHENSIVE GENERAL LIABILITY

☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS
COVERAGES
LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL

☐ PRODUCTS/COMPLETED OPERATIONS

☐ PERSONAL & ADVERTISING INJURY

☐ FIRE DAMAGE

☐ _____

☐ _____

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

Name: _____

Address: _____

Telephone: (_____) _____

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

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

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

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

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

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

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

2.1 Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or

2.2 If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER
CITY OF OXNARD
Attn: Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
AUTHORIZED REPRESENTATIVE
☐ Broker/Agent

☐ Underwriter

☐ _____

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

Signature _____

(original signature required)

Telephone: ()

Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the ACity@)		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter=s representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ _____ Telephone: (____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1 INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3 SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4 CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5 PROVISIONS REGARDING THE INSURED=S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6 SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: 2.1 Insurance Services Office Automobile Liability Coverage, Aoccurrence" form CA0001, code (Aany auto@); or 2.2 If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ _____ (original signature required) Telephone: (____) _____ Date Signed _____	

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

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

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

a contract (the "Contract") for the Work described as BRYCE CANYON NORTH/SOUTH AND FREMONT NORTH NEIGHBORHOOD WATER CAST IRON PIPE REPLACEMENT PROJECT SPECIFICATION NO. PW 19-94

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and
our heirs, assignees, successors, executors and administrators are held and firmly bound,
jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material
suppliers, and other persons employed in the performance of the Contract and referred to in
Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum
of _____ Dollars (\$ _____), this
amount being not less than a hundred percent (100%) of the total Contract Price in lawful
money of the United States of America, for materials furnished or labor thereon of any kind, or
for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that
the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and
also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs
and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in
successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as
costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of

the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

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

a contract (the "Contract") for the Work described as BRYCE CANYON NORTH/SOUTH AND FREMONT NORTH NEIGHBORHOOD WATER CAST IRON PIPE REPLACEMENT PROJECT SPECIFICIATION NO. PW 19-94

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are
 held and firmly bound unto the Agency in the penal sum of _____
 _____ Dollars (\$ _____), this
 amount being not less than a hundred percent (100%) of the total Contract Price in lawful
 money of the United States of America, for the payment of which sum well and truly to be made,
 we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and
 severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the

Surety’s obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CITY OF OXNARD

**BID SHEETS FOR BRYCE CANYON NORTH/SOUTH AND FREMONT NORTH
NEIGHBORHOOD WATER CAST IRON PIPE REPLACEMENT PROJECT SPECIFICATION
NO. PW 19-94**

Bidder's Name: Toro Enterprises, Inc.

To the Honorable Mayor and Members of the City Council:

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

BASE AMOUNT:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	SCHEDULE 1 Bryce Canyon North & South Neighborhood					
1	Mobilization/Demobilization (not to exceed 5% of the Total Bid Amount)	1001-3	LS	LUMP SUM	52,900.-	52,900.-
2	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	59,400.-	59,400.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	8,900.-	8,900.-
4	Install 10-Inch PVC Class 200	1407-3	LF	1,370	166.-	227,420.-
5	Remove And Replace 10-Inch PVC Class 200	1407-3	LF	520	170.-	88,400.-
6	Install 8-Inch PVC Class 200	1407-3	LF	6,525	124.-	809,100.-
7	Abandon Exist 10-Inch CIP In-Place	1408-2	LF	1,370	12.-	16,440.-
8	Abandon Exist 6 And 8-Inch CIP In-Place	1408-2	LF	6,460	5.50	35,530.-
9	Install 10-Inch R.S. Gate Valve	1409-3.7	EA	5	2,915.-	14,575.-
10	Install 8-Inch R.S. Gate Valve	1409-3.7	EA	18	2,250.-	40,500.-
11	Remove And Replace Fire Hydrant	1410-4	EA	10	10,875.-	108,750.-

12	Remove And Reconnect Fire Hydrant	1410-4	EA	3	7,345.-	22,035.-
13	Replace 1-Inch Water Services	1411-3	EA	223	2,410.-	537,430.-
14	Replace 1-Inch Water Services (@ Southside of Redwood in drawing sheet 8)	1411-3	EA	18	3,315.-	59,670.-
15	Install Temporary Water Services Up To 2 Inches	1412-3	EA	20	1,105.-	23,300.-
16	Replace 1-Inch Water Services And Relocate WM Box @ #4007 S "A" St Complete-In-Place	1411-3	LS	LUMP SUM	3,680.-	3,680.-
17	Install 4-Inch Blow-Off Assembly	1414-2	EA	9	8,450.-	76,050.-
18	Install 2-Inch Air-Vacuum Assembly	1409-4.7	EA	6	8,270.-	49,620.-
19	Relocate 2-Inch Backflow Assembly & All Components, Complete-In-Place	1192-5	LS	LUMP SUM	8,030.-	8,030.-
20	Dewatering	1901-3	LS	LUMP SUM	9,900.-	9,900.-
21	Adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb, which shall conform to applicable safety orders.	1902-3	LS	LUMP SUM	16,800.-	16,800.-
BASE AMOUNT TOTAL:					\$ 2,268,430.-	

1. **ADDITIVE ALTERNATIVE (Bid Item Numbers 22 Thru 42):** 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 1:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	SCHEDULE 2 Fremont North Neighborhood					
22	Mobilization/Demobilization (not to exceed 5% of the Total Bid Amount)	1001-3	LS	LUMP SUM	31,000.-	31,000.-

23	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	80,450.-	80,450.-
24	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	8,900.-	8,900.-
25	Install 10-Inch PVC Class 200	1407-3	LF	4,270	147.-	627,690
26	Install 8-Inch PVC Class 200	1407-3	LF	5,010	124.-	621,240.-
27	Abandon Exist 10-Inch CIP In-Place	1408-2	LF	2,900	12.-	34,800.-
28	Abandon Exist 6 And 8-Inch CIP In-Place	1408-2	LF	6,330	5.50 5.50 5.50	34,815.-
29	Install 10-Inch R.S. Gate Valve	1409-3.7	EA	15	2,915.-	43,725.-
30	Install 8-Inch R.S. Gate Valve	1409-3.7	EA	10	2,250.-	22,500.-
31	Remove And Replace Fire Hydrant	1410-4	EA	14	10,875.-	152,250.-
32	Remove And Reconnect Fire Hydrant	1410-4	EA	3	7,345.-	22,035.-
33	Replace 1-Inch Water Services	1411-3	EA	218	2,410.-	525,380.-
34	Install 4-Inch Blow-Off Assembly	1414-2	EA	8	8,450.-	67,600.-
35	Install 2-Inch Air-Vacuum Assembly	1409-4.7	EA	4	8,270.-	33,080.-
36	Dewatering	1901-3	LS	LUMP SUM	9,900.-	9,900.-
37	Adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb, which shall conform to applicable safety orders.	1902-3	LS	LUMP SUM	16,800.-	16,800.-
ADDITIVE ITEM 1 TOTAL:					\$ 2,332,165. -	

ADDITIVE ITEM 2:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
SCHEDULE 3 Miscellaneous Bid Items (Additive Alternative)						
38	Replace Water Services, 1 ½ - 2 Inches	1411-3	EA	5	2,485.-	21,425.-
39	Trench Stabilization	1903-4	TON	100	113.-	11,300.-
40	Relocate Existing Waterline Up to 10-Inch	1415-6	LF	60	234.-	14,040.-
41	Paint Traffic Striping (2-Coat)	1515-4	LF	400	5.76	2,304.-
42	Paint Pavement Marking (2-Coat)	1515-4	SF	500	6.03	3,015.-
ADDITIVE ITEM 2 TOTAL:					\$52,084.-	

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 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT + ADDITIVE ITEM 1 + ADDITIVE ITEM 2

TOTAL BID PRICE IN DIGITS: \$ 4,652,679

TOTAL BID PRICE IN WORDS: Four million Six hundred Fifty two Thousand Six hundred Seventy Nine Dollars and no Cents

*** The lowest Bid shall be the lowest Total Bid Price, including the Base Amount total and Additive Item 1 and Additive Item 2.

Contractor must complete all Work within (80) Working Days of the City's Notice to Proceed. Complete the Work at Bryce Canyon North/South Neighborhood within 45 Working Days. Complete the Work at Fremont North Neighborhood within 45 Working Days.

REQUEST FOR BUDGET APPROPRIATION

Department: Public WorksDate: December 16, 2019

Project/Program

Manager: Tatiana ArnaoutPhone: 805-385-8341**Reason for Appropriation:**

To appropriate funding for Agreement A-8201 with Toro Enterprises, Inc. Water Cast Iron Pipe Replacement for Bryce Canyon Neighborhood North/ South and Fremont North.

Accounts and Descriptions**AMOUNT****Fund: 601 Water Operating Fund****Expenditures/Transfers Out****183108 Bryce Canyon SO. Street Resurfacing**

601-6551-826.86-06	CAPITAL OUTLAY / MACHINERY AND EQUIPT.-NEW	827,694
601-6551-826.84-51	SERVICES TO OTHER PROGRAMS	162,529
601-6551-826.88-02	CONTRACTUAL AGREEMENT/ FOR CONTINGINCIES	232,184
Sub-total Expenditures		1,222,407

Net Change to Fund Balance	(1,222,407)
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Fund: 601 WATER OPERATING FUND**Expenditures/Transfers Out****153117 FREMONT NORTH RESURFACING**

601-6551-826.86-06	CAPITAL OUTLAY / MACHINERY AND EQUIPT.-NEW	2,322,707
601-6551-826.84-51	SERVICES TO OTHER PROGRAMS	162,529
601-6551-826.88-02	CONTRACTUAL AGREEMENT/ FOR CONTINGINCIES	232,184
Sub-total Expenditures		2,717,420

Net Change to Fund Balance	(2,717,420)
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Net Appropriation Change	3,939,827
---------------------------------	------------------

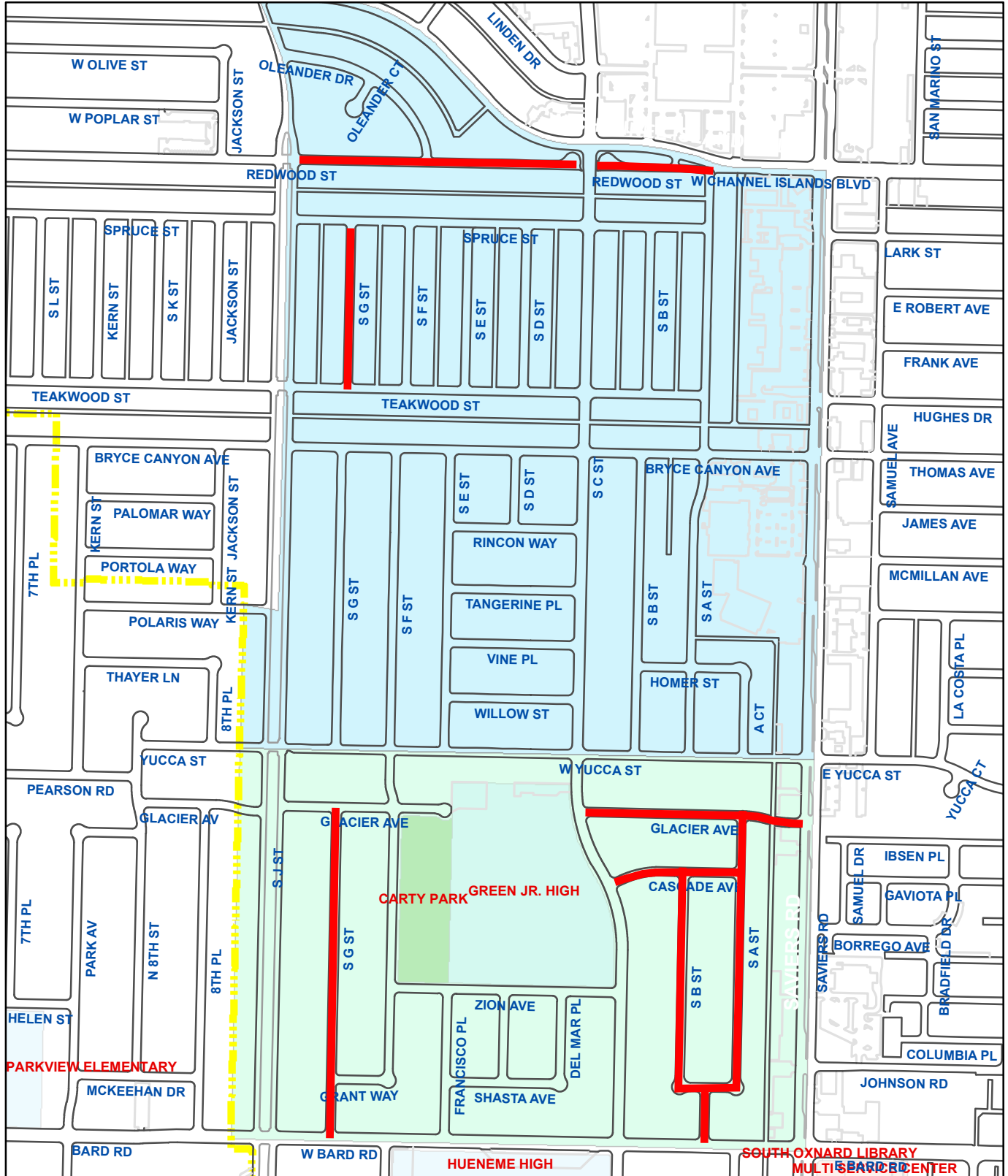
Approvals

Department Director _____

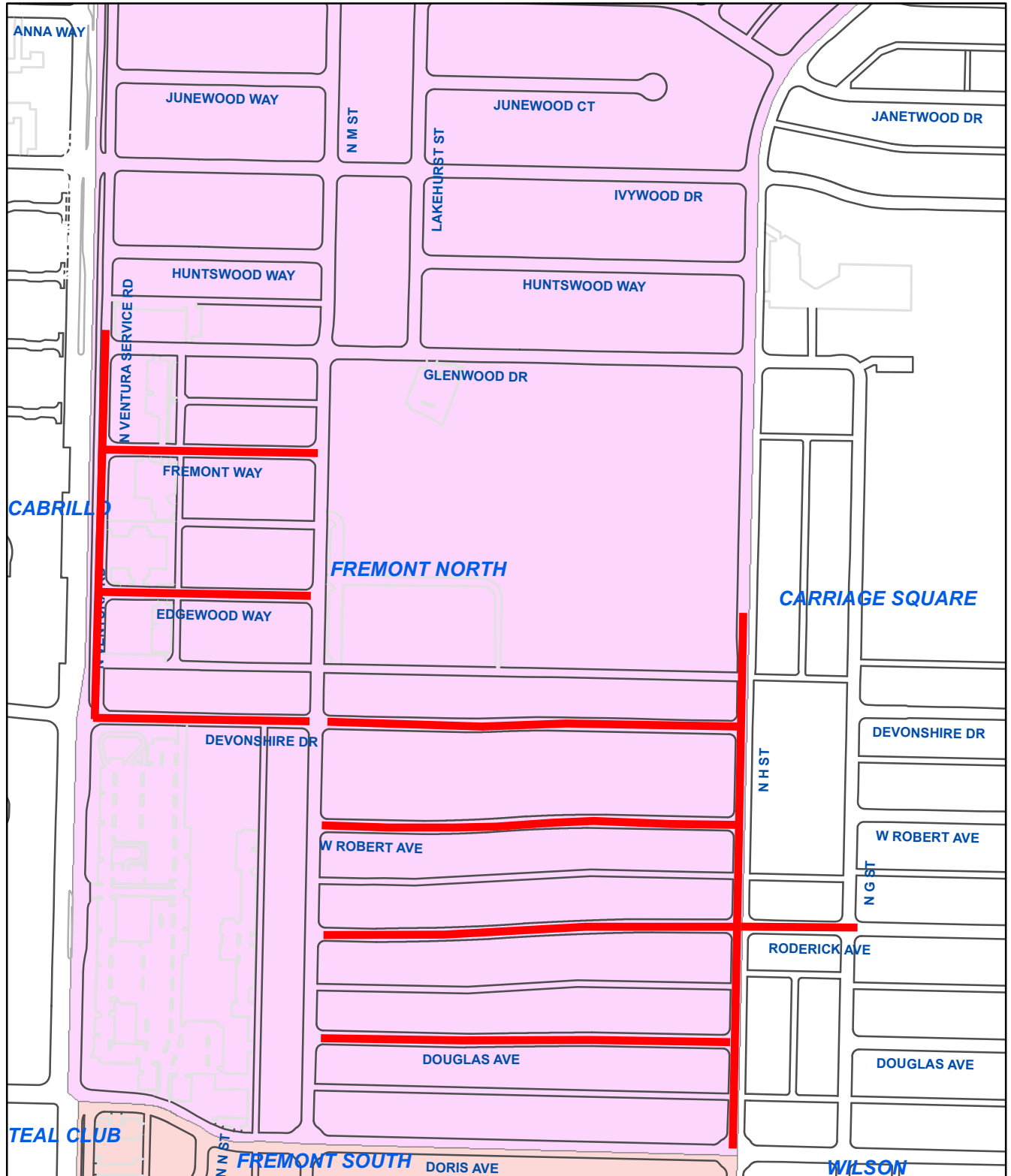
Chief Financial Officer _____

City Manager _____

Bryce Canyon North/South Neighborhood



Fremont North Neighborhood



 CAST IRON PIPE REPLACEMENT LOCATION





CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K-10

DATE: February 18, 2020
TO: City Council
FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org
SUBJECT: Conflict of Interest Code Amendment.

RECOMMENDATION

That the City Council adopts a resolution that repeals all previous Conflict of Interest Code resolutions and approves an amended Conflict of Interest Code pursuant to the Political Reform Act to update the list of designated positions filing Statements of Economic Interests ("Form 700").

BACKGROUND

The Political Reform Act of 1974 (Government Code, §§ 81000 et seq.) (the "Act") requires all public agencies to adopt and maintain a conflict of interest code, which includes a list of positions that must file Statements of Economic Interests disclosing certain financial interests relating to particular duties. The Act further requires that agencies regularly review and update their conflict of interest codes as necessary as directed by the code-reviewing body or when change is necessitated by changed circumstances. (Gov. Code, §§ 87306) This update is the regular biennial update of the Code, as required Gov. Code §§ 87306.5. The City Council is the code-reviewing body for the City of Oxnard.

The City Clerk and the City Attorney's Office have reviewed the City's Conflict of Interest Code and have determined that updates and amendments to the Code are necessary. In addition to adding and deleting positions from the list of filers, certain board members are being removed from the code and a requirement for all filers to complete biennial Ethics Training (AB1234) has been added.

Attached is a clean version and a legislative (redline) draft of the proposed amended Conflict of Interest Code. The proposed revisions are based on the establishment and recognition of new positions that must be designated, the deletion of titles that have been eliminated, the consolidation of designated positions, and the placement of designated positions into their updated departments.

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 financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk, Jason Zaragoza, Deputy City Attorney

ATTACHMENTS:

1. 2020 Conflict of Interest Code Redline
2. 2020 Conflict of Interest Code Resolution and Final COI



CITY OF OXNARD CONFLICT OF INTEREST CODE

~~April 2019~~ February 2020

300 West Third Street
Oxnard, California 93030

CITY OF OXNARD

CONFLICT OF INTEREST CODE

INCORPORATION PAGE

The Political Reform Act (Gov. Code, §§ 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (Cal. Code Regs., tit. 2, § 18730) (“**Section 18730**”) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the Fair Political Practices Commission may amend Section 18730 to conform to amendments in the Political Reform Act. Therefore, the terms of Section 18730 and any amendments to Section 18730 that the Fair Political Practices Commission adopts are hereby incorporated by reference. This incorporation page, Section 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the City of Oxnard (the “**City**”) Conflict of Interest Code.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City’s Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code, § 81008.)

All statement of economic interest filers shall complete AB 1234 Ethics Training for Public Officials every two years, and within 60 days of assuming office.

APPENDIX

CITY OF OXNARD CONFLICT OF INTEREST CODE

OFFICER AND EMPLOYEE DESIGNATIONS

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments, as defined in section 18700.3(b) of title 2 of the California Code of Regulations, are **not** subject to the City of Oxnard Conflict of Interest Code but must file disclosure statements under Government Code section 87200 et seq. (Cal. Code Regs., tit. 2, § 18730, subd. (b)(3).)

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

The City has determined that the positions listed below are Other City Officials who manage public investments.¹ These positions are listed here for informational purposes only:

Chief Financial Officer

Assistant City Treasurer

Housing Financial Officer

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code section 87200.

DESIGNATED POSITIONS

(GOVERNED BY THE CITY OF OXNARD CONFLICT OF INTEREST CODE)

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORIES ASSIGNED</u>
<u>City Attorney's Office</u>	
Assistant City Attorney	1, 2
<u>Chief Assistant City Attorney</u>	<u>1, 2</u>
<u>Deputy City Attorney</u> <u>I/II</u>	1, 2
Law Office Manager	5
<u>City Clerk's Office</u>	
City Clerk	5
Assistant City Clerk	5
<u>City Manager's Office</u>	
Assistant City Manager	1, 2
Communications and Marketing Manager	1, 2
Deputy City Manager	1, 2
Legislative Affairs Manager	1, 2
Management Analyst II/III	2, 3, 5
<u>Project Manager</u>	<u>2, 3, 5, 6</u>
<u>City Treasurer's Office</u>	
Assistant City Treasurer	1, 2
<u>Community Development Department</u>	
<u>Assistant Community Development Director</u>	<u>1, 2</u>
<u>Assistant Plan Check Engineer</u>	3, 5, 6
Assistant Planner	2, 3, 5, 6
Associate Planner	2, 3, 5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

<u>Building Inspector I/II</u>	<u>3, 5, 6</u>
Civil Engineer	3, 5, 6
Code Compliance Manager	5, 6
<u>Community Development Director</u>	<u>1, 2</u>
Deputy Building Inspector	3, 5, 6
Deputy Building Official	3, 5, 6
Development Services Director	1, 2
Development Services Manager	1, 2
Economic Development Manager	1, 2
Junior Civil Engineer	3, 5, 6
Junior Plan Check Engineer	3, 5, 6
Junior Planner	2, 3, 5, 6
Management Analyst II/III	2, 3
Permit Coordinator	2, 3, 5, 6
Plan Check Engineer	3, 5, 6
Planning and Environmental Services Manager	1, 2
<u>Planning and Sustainability Manager</u>	<u>1, 2</u>
Principal Planner	2, 3, 5, 6
Project Manager	2, 3, 5, 6
<u>Senior Planner</u>	<u>2, 3, 5, 6</u>
Supervising Building Inspector	3, 5, 6
Supervising Civil Engineer	3, 5, 6
<u>Cultural and Community Services Department</u>	
City Librarian	1, 5
Community Services Manager	1, 2, 5, 6
Cultural & Community Services Director	1, 2

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Cultural Arts Supervisor	5
Library Circulation Supervisor	5
Library Management Analyst I	5
Library Services Supervisor	5
Library Systems Analyst	5
Management Analyst I/II	5, 6
Performing Arts Center Manager	5
Recreation Supervisor	5, 6

Finance Department

Assistant Chief Financial Officer	4
Budget Manager	5
Buyer	4
Chief Financial Officer	1, 2
Controller	5
Purchasing Manager	4
Senior Manager, Internal Controls	4

Fire Department

Assistant Fire Chief	1, 2
Battalion Chief	5, 6
CUPA Coordinator	5, 6
EMS Coordinator	5
Emergency Services Manager	5

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES
ASSIGNED**

Fire Chief	1, 2
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Fire Environmental Specialist I/II	6
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Housing Department

Accounting Manager	1
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Compliance Services Manager	1, 2
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Grants Coordinator	5
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Homeless Assistance Program Coordinator	5, 6
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Housing Contract Administrator	4
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Housing Director	1, 2
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Housing Engineer	3, 5
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Housing Financial Officer	1, 2
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Housing Inspector	1, 2
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Housing Maintenance Supervisor	5
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Housing Modernization Superintendent	5
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Housing Program Manager	6
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Housing Program Supervisor	6
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Housing Rehabilitation Program Manager	2, 3
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Management Analyst I/II/III	3
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Human Resources Department

Assistant Director of Human Resources	5
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Human Resources Director	1, 2
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DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Human Resources Manager	5
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Workers' Compensation Manager	5
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Information Technology Department

Geographic Information Systems Coordinator	5
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Information Technology Director	5
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Information Technology Systems Administrator	5
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Network Services Coordinator	5
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Systems Administrator	5
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Police Department

Assistant Police Chief	1, 2
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Community Affairs Manager	5
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Police Chief	1, 2
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Police Commander	5, 6
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Police Financial Manager	5
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Police Records Manager	5
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Public Safety Communications Manager	5
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Public Works Department

<u>Administrative Services Manager</u>	<u>1, 2</u>
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<u>Assistant Public Works Director</u>	<u>1, 2</u>
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<u>Call Center Manager</u>	<u>5</u>
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City Engineer	1, 2
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Chief Operator	5
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Construction & Maintenance Engineer	1, 2
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<u>Construction Project Manager</u>	<u>2, 3, 4</u>
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DESIGNATED POSITIONS**DISCLOSURE CATEGORIES
ASSIGNED**

Environmental Resources/MRF Manager	2, 5, 6
Environmental Resources Supervisor	5
Facilities Maintenance Supervisor	5
Fleet Manager	5
Fleet Services Mechanic Supervisor	5
Fleet Services Operations Manager	5
Maintenance Services Manager	2, 3, 5
Management Analyst II/III	5
Parks Maintenance Supervisor	5
Parks Manager	2, 3, 5
Project Manager	2, 3, 4
Public Works Director	1, 2
Recycling Manager	5
Special Districts Manager	1, 2, 3
Special Districts Project Manager	1, 2, 3
Streets Manager	5
Technical Services Manager/Water Quality Manager	6
Traffic Engineer	1, 2
Transportation Services Manager	1, 2
Water Programs Manager	5
Water Resources Manager	2, 5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Utilities Director	1, 2
Utilities Finance Officer	5
<u>Utility Supervisor</u>	<u>1, 2</u>
Wastewater Division Manager	2, 5, 6
<u>Wastewater Infrastructure Manager</u>	<u>2, 5, 6</u>
Wastewater Maintenance Manager	5
<u>Wastewater Maintenance Supervisor</u>	<u>5</u>
Wastewater Operations Manager	5
Water Division Manager	2, 5, 6
<u>Water Programs Manager</u>	<u>5</u>
<u>Water Resources Manager</u>	<u>2, 5, 6</u>

Members of Boards, Committees & Commissioners

Downtown Design Review Committee Member	1, 2
Finance Authority Board Member	1, 2
Housing Authority Commissioner	1, 2
Las Cortes Member	1, 2
Measure "O" Citizen Oversight Committee Member	1, 2
Mobilehome Park Rent Review Board Member	2, 6
Oxnard Convention & Visitors Bureau Member	1, 2
Performing Arts Center Corporation Board of Directors Member	5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES
ASSIGNED**MiscellaneousConsultants and New Positions²

1, 2

Acting Positions

Subject to the same disclosure as
position performed

Interim Positions

Subject to the same disclosure as
position performed

² Individuals providing services as a “consultant,” as that term is defined in section 18700.3 of title 2 of the California Code of Regulations, or in a new position created since this Conflict of Interest Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code, § 82019; Cal Code Regs., tit. 2, §§ 18219, 18734.) The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code, § 81008.)

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are engaged in development, construction, appraisal, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type utilized by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit, or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are subject to the regulatory, permit, or licensing authority of the designated position's department, unit, or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside the City's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Cal. Code Regs., tit. 2, § 18730.1)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING RESOLUTION NO. 15,211 AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the “Act”), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Oxnard (“City”) and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the “Code”), which was amended on April 2, 2019 in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City’s Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief, which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on February 18, 2020 at which all present were given an opportunity to be heard on the proposed amended Code.

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

SECTION 1. The City Council hereby repeals Resolution No. 15,211, and all previous Conflict of Interest code resolutions.

SECTION 2. The City Council hereby adopts the proposed amended Conflict of Interest Code, attached hereto as Exhibit A.

SECTION 3. The amended Conflict of Interest Code shall be on file with the City Clerk and available to the public for inspection and copying.

PASSED AND ADOPTED THIS 18th day of February, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

Exhibit A



CITY OF OXNARD CONFLICT OF INTEREST CODE

February 2020

300 West Third Street
Oxnard, California 93030

CITY OF OXNARD

CONFLICT OF INTEREST CODE

INCORPORATION PAGE

The Political Reform Act (Gov. Code, §§ 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (Cal. Code Regs., tit. 2, § 18730) (“**Section 18730**”) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the Fair Political Practices Commission may amend Section 18730 to conform to amendments in the Political Reform Act. Therefore, the terms of Section 18730 and any amendments to Section 18730 that the Fair Political Practices Commission adopts are hereby incorporated by reference. This incorporation page, Section 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the City of Oxnard (the “**City**”) Conflict of Interest Code.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City’s Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code, § 81008.)

All statement of economic interest filers shall complete AB 1234 Ethics Training for Public Officials every two years, and within 60 days of assuming office.

APPENDIX

CITY OF OXNARD CONFLICT OF INTEREST CODE

OFFICER AND EMPLOYEE DESIGNATIONS

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments, as defined in section 18700.3(b) of title 2 of the California Code of Regulations, are **not** subject to the City of Oxnard Conflict of Interest Code but must file disclosure statements under Government Code section 87200 et seq. (Cal. Code Regs., tit. 2, § 18730, subd. (b)(3).)

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

The City has determined that the positions listed below are Other City Officials who manage public investments.¹ These positions are listed here for informational purposes only:

Chief Financial Officer

Assistant City Treasurer

Housing Financial Officer

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code section 87200.

DESIGNATED POSITIONS

(GOVERNED BY THE CITY OF OXNARD CONFLICT OF INTEREST CODE)

DESIGNATED POSITIONS

DISCLOSURE CATEGORIES

ASSIGNED

City Attorney's Office

Assistant City Attorney	1, 2
Chief Assistant City Attorney	1, 2
Deputy City Attorney I/II	1, 2
Law Office Manager	5

City Clerk's Office

City Clerk	5
Assistant City Clerk	5

City Manager's Office

Assistant City Manager	1, 2
Communications and Marketing Manager	1, 2
Deputy City Manager	1, 2
Legislative Affairs Manager	1, 2
Management Analyst II/III	2, 3, 5
Project Manager	2, 3, 5, 6

City Treasurer's Office

Assistant City Treasurer	1, 2
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Community Development Department

Assistant Community Development Director	1, 2
Assistant Plan Check Engineer	3, 5, 6
Assistant Planner	2, 3, 5, 6
Associate Planner	2, 3, 5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES**
ASSIGNED

Building Inspector I/II	3, 5, 6
Civil Engineer	3, 5, 6
Code Compliance Manager	5, 6
Community Development Director	1, 2
Deputy Building Official	3, 5, 6
Development Services Manager	1, 2
Economic Development Manager	1, 2
Junior Civil Engineer	3, 5, 6
Junior Plan Check Engineer	3, 5, 6
Junior Planner	2, 3, 5, 6
Management Analyst II/III	2, 3
Permit Coordinator	2, 3, 5, 6
Plan Check Engineer	3, 5, 6
Planning and Environmental Services Manager	1, 2
Planning and Sustainability Manager	1, 2
Principal Planner	2, 3, 5, 6
Project Manager	2, 3, 5, 6
Senior Planner	2, 3, 5, 6
Supervising Building Inspector	3, 5, 6
Supervising Civil Engineer	3, 5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES**
ASSIGNED**Cultural and Community Services Department**

City Librarian	1, 5
Community Services Manager	1, 2, 5, 6
Cultural & Community Services Director	1, 2
Cultural Arts Supervisor	5
Library Circulation Supervisor	5
Library Management Analyst I	5
Library Services Supervisor	5
Library Systems Analyst	5
Management Analyst I/II	5, 6
Recreation Supervisor	5, 6

Finance Department

Assistant Chief Financial Officer	4
Budget Manager	5
Buyer	4
Chief Financial Officer	1, 2
Controller	5
Purchasing Manager	4
Senior Manager, Internal Controls	4

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED****Fire Department**

Assistant Fire Chief	1, 2
Battalion Chief	5, 6
CUPA Coordinator	5, 6
EMS Coordinator	5
Emergency Services Manager	5
Fire Chief	1, 2
Fire Environmental Specialist I/II	6

Housing Department

Accounting Manager	1
Compliance Services Manager	1, 2
Grants Coordinator	5
Homeless Assistance Program Coordinator	5, 6
Housing Contract Administrator	4
Housing Director	1, 2
Housing Engineer	3, 5
Housing Financial Officer	1, 2
Housing Inspector	1, 2
Housing Maintenance Supervisor	5
Housing Modernization Superintendent	5
Housing Program Manager	6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Housing Program Supervisor	6
Housing Rehabilitation Program Manager	2, 3
Management Analyst I/II/III	3

Human Resources Department

Assistant Director of Human Resources	5
Human Resources Director	1, 2
Human Resources Manager	5
Workers' Compensation Manager	5

Information Technology Department

Geographic Information Systems Coordinator	5
Information Technology Director	5
Information Technology Systems Administrator	5
Network Services Coordinator	5
Systems Administrator	5

Police Department

Assistant Police Chief	1, 2
Community Affairs Manager	5
Police Chief	1, 2
Police Commander	5, 6
Police Financial Manager	5

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Police Records Manager	5
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Public Safety Communications Manager	5
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Public Works Department

Administrative Services Manager	1, 2
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Assistant Public Works Director	1, 2
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Call Center Manager	5
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City Engineer	1, 2
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Chief Operator	5
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Construction & Maintenance Engineer	1, 2
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Construction Project Manager	2, 3, 4
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Environmental Resources/MRF Manager	2, 5, 6
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Environmental Resources Supervisor	5
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Facilities Maintenance Supervisor	5
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Fleet Manager	5
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Fleet Services Mechanic Supervisor	5
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Fleet Services Operations Manager	5
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Maintenance Services Manager	2, 3, 5
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Management Analyst II/III	5
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Parks Maintenance Supervisor	5
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Parks Manager	2, 3, 5
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Project Manager	2, 3, 4
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Public Works Director	1, 2
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DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Recycling Manager	5
Special Districts Manager	1, 2, 3
Special Districts Project Manager	1, 2, 3
Streets Manager	5
Technical Services Manager/Water Quality Manager	6
Traffic Engineer	1, 2
Transportation Services Manager	1, 2
Utilities Director	1, 2
Utilities Finance Officer	5
Utility Supervisor	1, 2
Wastewater Division Manager	2, 5, 6
Wastewater Infrastructure Manager	2, 5, 6
Wastewater Maintenance Manager	5
Wastewater Maintenance Supervisor	5
Wastewater Operations Manager	5
Water Division Manager	2, 5, 6
Water Programs Manager	5
Water Resources Manager	2, 5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED****Members of Boards, Committees & Commissioners**

Downtown Design Review Committee Member	1, 2
Finance Authority Board Member	1, 2
Housing Authority Commissioner	1, 2
Las Cortes Member	1, 2
Measure “O” Citizen Oversight Committee Member	1, 2
Mobilehome Park Rent Review Board Member	2, 6

Miscellaneous

Consultants and New Positions ²	1, 2
Acting Positions	Subject to the same disclosure as position performed
Interim Positions	Subject to the same disclosure as position performed

² Individuals providing services as a “consultant,” as that term is defined in section 18700.3 of title 2 of the California Code of Regulations, or in a new position created since this Conflict of Interest Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code, § 82019; Cal Code Regs., tit. 2, §§ 18219, 18734.) The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code, § 81008.)

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are engaged in development, construction, appraisal, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type utilized by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit, or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are subject to the regulatory, permit, or licensing authority of the designated position's department, unit, or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside the City's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Cal. Code Regs., tit. 2, § 18730.1)



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L-1

DATE: February 18, 2020
TO: City Council
FROM: Phillip Molina, City Treasurer, (805) 385-7808, phillip.molina@oxnard.org
SUBJECT: Monthly Investment Report for the period ending December 31, 2019. (10/5/5)

RECOMMENDATION

That the City Council receive and file the report.

DISCUSSION

The City of Oxnard's December, 2019 investment report will be brief this reporting period. This report is submitted to the City Council pursuant to California Government Code section 53646 and the Investment Policy adopted by the City Council. This report reflects the monthly investment information in the similar format that has been presented in previous months along with the amounts in the Bank statements as of December 31, 2019. The following are defined data is not in order of presentation.

First, it is our intention to show the public, the Mayor, and City Council the amounts in each city bank account so that you can see the percentage of available cash to the amount actually invested.

Next, we will show you in a bar chart the amounts invested separated by their maturity date or year. This will allow you to see the ladder or spread of the investments in order to generate a higher return.

Third, we identify the cash flows over the last 15 months so you can judge the management of the cash and determine whether there are periods during the year when more money is available for short periods overnight investments versus 2, 3, 4, or 5 year maturities.

Fourth, we will show you the daily cash position for Tuesday, December 31, 2019 so that you can see how the Treasurer's department reviews our cash balances each and every day to assure that the city has sufficient liquidity to cover its obligations.

And next, we provide you and the public with the detailed list of every investment that the city currently holds as of the last day of December, 2019.

This information is being provided to you using both charts and graphs. The charts are presented so that the Mayor, Council and the public can begin to learn the actual amounts in the city's accounts. The graphs are created in order to show trends, and relationships that are best understood in that method of presentation.

So while this report is brief in the number of pages, we hope to respond to any questions of you may have.

FINANCIAL IMPACT

The City's total amount invested as of December 31, 2019 at market value was \$245,026,600.00 million at a cost of \$245,085,037.60. Because of the fluctuation in the market rates yield on new instruments going up and down again, the City's current investments have a lower value than they cost, resulting in a net market loss of \$58,437.60 if we had to sell them in the market today.

ITEM	December 2019	November 2019
Cost of investments (book value)		
Par or face value	\$ 245,110,000.00	\$ 209,845,000.00
Market value as estimated	\$ 245,026,600.00	\$ 209,585,350.00
Total Earnings per period		
Earned interest Yield this month		
Gain/Loss if forced to sell today	\$ (58,437.60)	\$ (215,621.26)

Cash balances on the 30th day of December, 2019 in each authorized city bank account with Bank of America are:

City Treasurer's bank accounts	December 2019	November 2019
City's General Fund bank account	\$ 5,785,009.14	\$ 7,208,715.94
Successor Agency bank account	\$ 9,713,888.14	\$ 4,680,256.96
W/C (workers compensation) account	\$ 213,841.37	\$ 164,807.19
Parking Citations	\$ 128,676.50	\$ 306,221.39
TOTAL CASH IN BANK ACCOUNTS	\$ 15,841,415.15	\$ 12,360,001.48

(Per Bank Statements as of December 31, 2019)

The investments have a par value of \$245,110,000 with a current market value of \$245,026,600 were purchased months ago. We see that "total net earnings" for this month is \$386,695.68. To provide greater return we tried diminishing the amount in LAIF and spreading that over the 2,3,4, and 5 year terms. Recently however, LAIF has generated an average return lower than the City's average portfolio return of 2.021% but comparable to the rates on current GSEs (government sponsored enterprises) rates. So the current strategy is to provide the maximum earnings short term and position the city's portfolio to be ready when the upswing starts again. The purpose for buying shorter term if a recession hits, the average time for recent recessions is about 2-3.5 years. We want to be able to purchase at higher rates when the predicted recession ends.

So now the cost of the investments, the face value, and the market value as of December 31, 2019 is provided so that at a glance you can see the summary of the entire portfolio, the risk, and the earnings with the currently reported monthly yield of 2.021% and compare that to the prior month.

ITEM	December 2019	nov 2019
Cost of investments (book value)	\$ 245,085,037.60	\$ 209,800,971.26
Par or face value	\$ 245,110,000.00	\$ 209,845,000.00
Market value as estimated	\$ 245,026,600.00	\$ 209,585,350.00
Total Earnings per period	\$ 386,695.68	\$ 370,480.99
Earned interest Yield this month	2.021%	2.096%
Gain/Loss if forced to sell today	\$ (58,437.60)	\$ (215,621.26)

Next you will see the daily cash position report used to determine how much to invest each day.

DAILY CASH POSITION WORKSHEET FOR THE GENERAL ACCOUNT	
12/31/2029	
	CREDIT ESTIMATE
CLOSING AVG BAL	\$ 4,640,258.42
1 DAY FLOAT	\$ 78,799.80
CREDIT CARD-ONE POINT	\$ 19,839.61
CREDIT CARD C2G	\$ 174,890.48
AUTO PAYS	\$ 72,509.15
INVESTMENT COUPON	\$ 488.99
INVESTMENT CALLS/MATURITIES	\$ -
TOTAL CREDITS	\$ 4,986,786.45
	DEBIT ESTIMATE
ACCOUNTS PAYABLE TO CLEAR	\$ 200,000.00
LAIF DEPOSIT	\$ -
PAYROLL TAXES TO CLEAR	\$ -
OTHER	\$ -
OTHER	\$ -
TOTAL DEBITS	\$ 200,000.00
GENERAL BANK ACCOUNT	\$ 4,786,786.45

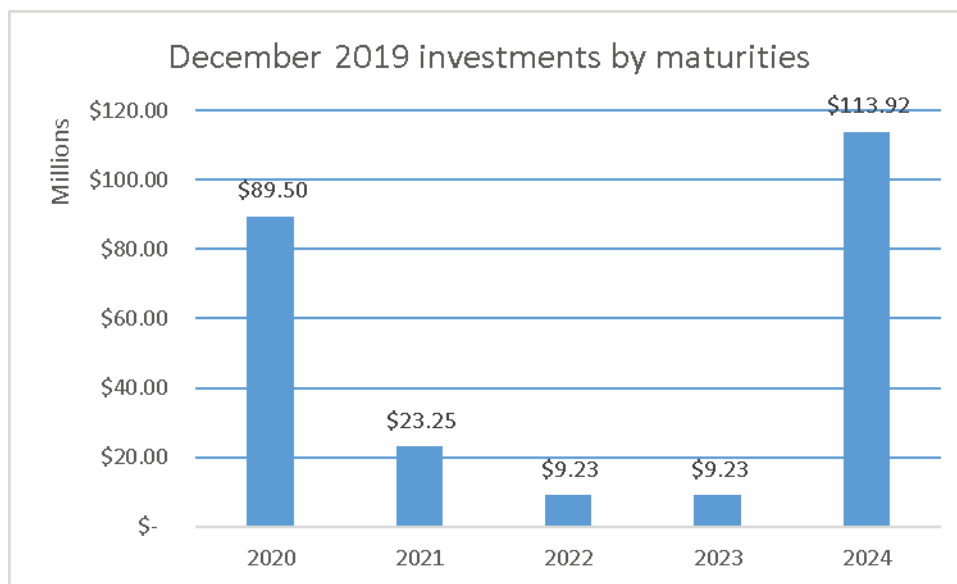
When we look back at the monthly cash flows of over 15 months we found that the month with the highest cash outflow was August 2018 with an outflow of \$37.4 million. And the fact that we had \$65 million invested in LAIF, which can be drawn down within one day, means there should be no normal condition that would require the Treasurer to sell investments before their maturity.

Before we reveal the details, we want to know the level of efficiency in our investment team. So we look to see how much cash is available, how much cash is invested to determine the efficiency of the team. The goal is to invest 100% of available cash, and we know that for normal operations we should retain \$3 million in the bank accounts. So when we look at the detail we see that the city is investing at 97% of idle available cash:

December 31, 2019

\$	5,785,009.14	Gen account
\$	213,841.37	W/C
\$	128,676.50	Parking
\$	6,127,527.01	Total idle cash
\$	245,085,037.60	amount invested
\$	257,340,091.62	total available cash
	97.74%	efficiency rating

The bar chart below, shows the maturities of City's investment portfolio and reflects the fact that as our older instruments are being called early we find the need to acquire shorter term notes unless we can guarantee a rate of 2% or higher as explained above.



Prepared by Phillip Molina, City Treasurer

ATTACHMENTS:

Attachment A: Inventory by Market Value as of December 31, 2019.



INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 12/31/2019

Run: 01/24/2020 10:13:57 AM

Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
Mat Date: 1/1/2020										
17090	VENTURA COUNTY INVE	01/24/2018		1.22000	100.00000	0.00	0.00	1,000,000.00	0.00	23,631.23
		01/01/2020	0.00	1.22000	.00300	0.00	0.00	1,000,000.00	0.00	
16434	LOCAL AGENCY INVEST	07/01/2002		2.19000	100.00000	0.00	0.00	65,000,000.00	0.00	343,264.90
		01/01/2020	0.00	2.19000	.00300	0.00	0.00	65,000,000.00	0.00	
Subtotal				2.17530	100.00000	0.00	0.00	66,000,000.00	0.00	366,896.13
				2.17530	.00300	0.00	0.00	66,000,000.00	0.00	
Mat Date: 4/13/2020										
16997	FFCB	04/13/2016	3133EF2L0	1.40000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	6,066.67
		04/13/2020	0.00	1.40000	.28500	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.40000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	6,066.67
				1.40000	.28500	0.00	0.00	2,000,000.00	0.00	
Mat Date: 5/7/2020										
17013	FNMA	11/07/2016	3136G4FW8	1.30000	100.00000	1,500,000.00	0.00	1,500,000.00	0.00	2,925.00
07		05/07/2020	0.00	1.30000	.35000	0.00	0.00	1,500,000.00	0.00	
00										
Subtotal				1.30000	100.00000	1,500,000.00	0.00	1,500,000.00	0.00	2,925.00
				1.30000	.35000	0.00	0.00	1,500,000.00	0.00	
Mat Date: 7/27/2020										
17079	FHLB	07/27/2017	3130ABVU7	1.62500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	13,902.78
		07/27/2020	0.00	1.62500	.56800	0.00	0.00	2,000,000.00	0.00	
17047	FHLMC	04/27/2017	3134GBHW5	1.62500	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,888.89
		07/27/2020	0.00	1.62500	.56800	0.00	0.00	1,000,000.00	0.00	
17048	FHLMC	04/27/2017	3134GBHW5	1.62500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,777.78
		07/27/2020	0.00	1.62500	.56800	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.62500	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	22,569.45
				1.62500	.56800	0.00	0.00	5,000,000.00	0.00	
Mat Date: 7/28/2020										
17008	FNMA	10/31/2016	3136G4GK3	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,475.00
		07/28/2020	0.00	1.35000	.57200	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,475.00
				1.35000	.57200	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/8/2020										
17000	FFCB	09/08/2016	3133EGTM7	1.37500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,631.94
		09/08/2020	0.00	1.37500	.68300	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.37500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,631.94

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INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 12/31/2019

Run: 01/24/2020 10:13:57 AM

Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
				1.37500	.68300	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/21/2020										
17001	FFCB	09/21/2016	3133EGVK8	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,500.00
		09/21/2020	0.00	1.35000	.71900	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,500.00
				1.35000	.71900	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/30/2020										
17002	FNMA	09/30/2016	3136G4BV4	1.45000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,330.56
		09/30/2020	0.00	1.45000	.74600	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.45000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,330.56
				1.45000	.74600	0.00	0.00	2,000,000.00	0.00	
Mat Date: 10/6/2020										
17006	FHLB	10/27/2016	3130A9NK3	1.37500	99.99747	2,000,000.00	0.00	2,000,000.00	0.00	6,493.06
459		10/06/2020	0.00	1.37800	.76000	0.00	50.69	1,999,949.31	149.31	
			Subtotal	1.37500	99.99747	2,000,000.00	0.00	2,000,000.00	0.00	6,493.06
				1.37800	.76000	0.00	50.69	1,999,949.31	149.31	
Mat Date: 10/28/2020										
17007	FHLB	10/28/2016	3130A9WK3	1.40000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,450.00
		10/28/2020	0.00	1.40000	.82200	0.00	0.00	1,000,000.00	0.00	
			Subtotal	1.40000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,450.00
				1.40000	.82200	0.00	0.00	1,000,000.00	0.00	
Mat Date: 11/2/2020										
17010	FFCB	11/02/2016	3133EGC29	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,425.00
		11/02/2020	0.00	1.35000	.83300	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,425.00
				1.35000	.83300	0.00	0.00	2,000,000.00	0.00	
Mat Date: 11/30/2020										
17039	FNMA	03/30/2017	3135G0F73	1.50000	99.79940	2,000,000.00	0.00	2,000,000.00	0.00	2,583.33
		11/30/2020	0.00	1.70800	.91300	0.00	4,012.01	1,995,987.99	10,727.99	
			Subtotal	1.50000	99.79940	2,000,000.00	0.00	2,000,000.00	0.00	2,583.33
				1.70800	.91300	0.00	4,012.01	1,995,987.99	10,727.99	
Mat Date: 5/10/2021										
17102	FFCB	05/10/2018	3133EJNS4	2.70000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	3,825.00
		05/10/2021	0.00	2.70000	1.33800	0.00	0.00	1,000,000.00	0.00	
17101	CD	03/10/2018	61747MX63	2.90000	100.00000	245,000.00	0.00	245,000.00	0.00	1,012.22

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		05/10/2021	0.00	2.90000	1.33700	0.00	0.00	245,000.00	0.00	
			Subtotal	2.73936	100.00000	1,245,000.00	0.00	1,245,000.00	0.00	4,837.22
				2.73936	1.33780	0.00	0.00	1,245,000.00	0.00	
Mat Date: 9/30/2021										
17011	FHLB	11/04/2016	3130A9MG3	1.50000	99.95924	2,000,000.00	0.00	2,000,000.00	0.00	7,583.33
		09/30/2021	0.00	1.52100	1.72800	0.00	815.19	1,999,184.81	1,184.81	
17003	FNMA	09/30/2016	3136G37F6	1.50000	99.92004	2,000,000.00	0.00	2,000,000.00	0.00	7,583.33
		09/30/2021	0.00	1.54200	1.72800	0.00	1,599.12	1,998,400.88	2,400.88	
			Subtotal	1.50000	99.93964	4,000,000.00	0.00	4,000,000.00	0.00	15,166.66
				1.53150	1.72800	0.00	2,414.31	3,997,585.69	3,585.69	
Mat Date: 10/4/2021										
17004	FFCB	10/04/2016	3133EGWZ4	1.42000	99.98001	2,000,000.00	0.00	2,000,000.00	0.00	6,863.33
		10/04/2021	0.00	1.43000	1.73700	0.00	399.78	1,999,600.22	600.22	
			Subtotal	1.42000	99.98001	2,000,000.00	0.00	2,000,000.00	0.00	6,863.33
				1.43000	1.73700	0.00	399.78	1,999,600.22	600.22	
Mat Date: 10/12/2021										
17005	FFCB	10/14/2016	3133EGYB5	1.54000	99.99600	2,000,000.00	0.00	2,000,000.00	0.00	6,758.89
		10/12/2021	0.00	1.54200	1.75800	0.00	80.04	1,999,919.96	119.96	
			Subtotal	1.54000	99.99600	2,000,000.00	0.00	2,000,000.00	0.00	6,758.89
				1.54200	1.75800	0.00	80.04	1,999,919.96	119.96	
Mat Date: 10/28/2021										
17012	FHLB	11/04/2016	3130A9WN7	1.60000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,600.00
		10/28/2021	0.00	1.60000	1.80100	0.00	0.00	2,000,000.00	0.00	
17009	FNMA	10/28/2016	3136G4FA6	1.62500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,687.50
		10/28/2021	0.00	1.62500	1.80100	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.61250	100.00000	4,000,000.00	0.00	4,000,000.00	0.00	11,287.50
				1.61250	1.80100	0.00	0.00	4,000,000.00	0.00	
Mat Date: 11/9/2021										
17014	FHLB	11/09/2016	3130A9Z61	1.50000	99.98001	2,000,000.00	0.00	2,000,000.00	0.00	4,333.33
		11/09/2021	0.00	1.51000	1.83300	0.00	399.78	1,999,600.22	600.22	
			Subtotal	1.50000	99.98001	2,000,000.00	0.00	2,000,000.00	0.00	4,333.33
				1.51000	1.83300	0.00	399.78	1,999,600.22	600.22	
Mat Date: 11/15/2021										
17015	FFCB	11/15/2016	3133EGG82	1.52000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	3,884.44
		11/15/2021	0.00	1.52000	1.85000	0.00	0.00	2,000,000.00	0.00	

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Subtotal				1.52000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	3,884.44
				1.52000	1.85000	0.00	0.00	2,000,000.00	0.00	
Mat Date: 11/23/2021										
17016	FHLB	11/23/2016	3130A9VY4	1.65000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	3,483.33
		11/23/2021	0.00	1.65000	1.87000	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.65000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	3,483.33
				1.65000	1.87000	0.00	0.00	2,000,000.00	0.00	
Mat Date: 11/29/2021										
17018	FHLB	12/30/2016	3130AABG2	1.87500	99.75558	2,000,000.00	0.00	2,000,000.00	0.00	3,333.33
		11/29/2021	0.00	2.00400	1.88300	0.00	4,888.36	1,995,111.64	7,131.64	
17019	FHLB	12/30/2016	3130AABG2	1.87500	99.70231	2,000,000.00	0.00	2,000,000.00	0.00	3,333.33
		11/29/2021	0.00	2.03200	1.88300	0.00	5,953.87	1,994,046.13	8,686.13	
Subtotal				1.87500	99.72894	4,000,000.00	0.00	4,000,000.00	0.00	6,666.66
				2.01800	1.88300	0.00	10,842.23	3,989,157.77	15,817.77	
Mat Date: 4/27/2022										
17049	FHLMC	04/27/2017	3134GBJZ6	2.10000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,466.67
		04/27/2022	0.00	2.10000	2.27100	0.00	0.00	2,000,000.00	0.00	
17054	FHLMC	04/27/2017	3134GBJA1	2.10000	99.98002	2,000,000.00	0.00	2,000,000.00	0.00	7,466.67
		04/27/2022	0.00	2.10800	2.27100	0.00	399.56	1,999,600.44	400.44	
17055	FHLMC	05/01/2017	3134GBKY7	2.12500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,555.56
		04/27/2022	0.00	2.12500	2.27000	0.00	0.00	2,000,000.00	0.00	
Subtotal				2.10833	99.99334	6,000,000.00	0.00	6,000,000.00	0.00	22,488.90
				2.11100	2.27067	0.00	399.56	5,999,600.44	400.44	
Mat Date: 5/23/2022										
17062	FHLB	05/23/2017	3130ABCF1	2.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,277.78
		05/23/2022	0.00	2.50000	2.35700	0.00	0.00	2,000,000.00	0.00	
Subtotal				2.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,277.78
				2.50000	2.35700	0.00	0.00	2,000,000.00	0.00	
Mat Date: 5/24/2022										
17063	CD	05/24/2017	1404203A6	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	612.16
		05/24/2022	0.00	2.40000	2.33900	0.00	0.00	245,000.00	0.00	
17064	CD	05/24/2017	14042RFW6	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	612.16
		05/24/2022	0.00	2.40000	2.33900	0.00	0.00	245,000.00	0.00	
Subtotal				2.40000	100.00000	490,000.00	0.00	490,000.00	0.00	1,224.32
				2.40000	2.33900	0.00	0.00	490,000.00	0.00	

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Mat Date: 5/26/2022										
17070	CD	05/26/2017	87165EMK0	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	579.95
		05/26/2022	0.00	2.40000	2.34500	0.00	0.00	245,000.00	0.00	
			Subtotal	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	579.95
				2.40000	2.34500	0.00	0.00	245,000.00	0.00	
Mat Date: 5/31/2022										
17076	CD	05/31/2017	38148PKJ5	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	499.40
		05/31/2022	0.00	2.40000	2.35800	0.00	0.00	245,000.00	0.00	
17073	CD	05/31/2017	20033AUB0	2.35000	100.00000	245,000.00	0.00	245,000.00	0.00	15.77
		05/31/2022	0.00	2.35000	2.35100	0.00	0.00	245,000.00	0.00	
			Subtotal	2.37500	100.00000	490,000.00	0.00	490,000.00	0.00	515.17
				2.37500	2.35450	0.00	0.00	490,000.00	0.00	
Mat Date: 4/18/2023										
17204	FFCB	12/20/2019	3133EF3E5	2.05000	100.34306	3,000,000.00	10,291.67	3,000,000.00	0.00	12,470.84
		04/18/2023	0.00	2.05300	3.19200	0.00	0.00	3,010,291.67	0.00	
			Subtotal	2.05000	100.34306	3,000,000.00	10,291.67	3,000,000.00	0.00	12,470.84
				2.05300	3.19200	0.00	0.00	3,010,291.67	0.00	
Mat Date: 6/26/2023										
17109	CD	06/26/2018	02589AAM4	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	132.90
		06/26/2023	0.00	3.30000	3.32100	0.00	0.00	245,000.00	0.00	
			Subtotal	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	132.90
				3.30000	3.32100	0.00	0.00	245,000.00	0.00	
Mat Date: 6/27/2023										
17110	CD	06/27/2018	254673QR0	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	110.75
		06/27/2023	0.00	3.30000	3.32300	0.00	0.00	245,000.00	0.00	
			Subtotal	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	110.75
				3.30000	3.32300	0.00	0.00	245,000.00	0.00	
Mat Date: 6/28/2023										
17111	CD	06/28/2018	17312QN96	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	88.60
		06/28/2023	0.00	3.30000	3.32600	0.00	0.00	245,000.00	0.00	
			Subtotal	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	88.60
				3.30000	3.32600	0.00	0.00	245,000.00	0.00	
Mat Date: 6/29/2023										
17113	CD	06/29/2018	05580ANG5	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	66.45
		06/29/2023	0.00	3.30000	3.32900	0.00	0.00	245,000.00	0.00	

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Subtotal				3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	66.45
				3.30000	3.32900	0.00	0.00	245,000.00	0.00	
Mat Date: 6/30/2023										
17164	FHLMC	10/01/2019	3134GUEZ9	2.01000	99.99067	2,000,000.00	0.00	2,000,000.00	0.00	111.67
		06/30/2023	0.00	2.01300	3.41200	0.00	186.70	1,999,813.30	13.30	
Subtotal				2.01000	99.99067	2,000,000.00	0.00	2,000,000.00	0.00	111.67
				2.01300	3.41200	0.00	186.70	1,999,813.30	13.30	
Mat Date: 11/7/2023										
17118	CD	11/07/2018	90348JFQ8	3.50000	100.00000	245,000.00	0.00	245,000.00	0.00	587.33
		11/07/2023	0.00	3.50000	3.59500	0.00	0.00	245,000.00	0.00	
Subtotal				3.50000	100.00000	245,000.00	0.00	245,000.00	0.00	587.33
				3.50000	3.59500	0.00	0.00	245,000.00	0.00	
Mat Date: 12/19/2023										
17203	FHLMC	12/19/2019	3134GUYQ7	1.90000	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	1,900.00
03		12/19/2023	0.00	1.90000	3.83700	0.00	0.00	3,000,000.00	0.00	
Subtotal				1.90000	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	1,900.00
				1.90000	3.83700	0.00	0.00	3,000,000.00	0.00	
Mat Date: 4/22/2024										
17179	FFCB	10/22/2019	3133EK3L8	2.15000	99.97500	2,000,000.00	0.00	2,000,000.00	0.00	8,241.67
		04/22/2024	0.00	2.15600	4.12200	0.00	500.00	1,999,500.00	0.00	
Subtotal				2.15000	99.97500	2,000,000.00	0.00	2,000,000.00	0.00	8,241.67
				2.15600	4.12200	0.00	500.00	1,999,500.00	0.00	
Mat Date: 6/11/2024										
17165	FFCB	10/01/2019	3133EKN28	2.06000	99.82756	2,000,000.00	0.00	2,000,000.00	0.00	2,288.89
		06/11/2024	0.00	2.10100	4.28500	0.00	3,448.86	1,996,551.14	151.14	
Subtotal				2.06000	99.82756	2,000,000.00	0.00	2,000,000.00	0.00	2,288.89
				2.10100	4.28500	0.00	3,448.86	1,996,551.14	151.14	
Mat Date: 7/15/2024										
17180	FFCB	10/22/2019	3133EKZ66	2.04000	99.92967	1,000,000.00	0.00	1,000,000.00	0.00	4,306.67
		07/15/2024	0.00	2.06500	4.43400	0.00	703.33	999,296.67	0.00	
Subtotal				2.04000	99.92967	1,000,000.00	0.00	1,000,000.00	0.00	4,306.67
				2.06500	4.43400	0.00	703.33	999,296.67	0.00	
Mat Date: 7/23/2024										
17157	FHLB	07/23/2019	3130AGQ65	2.43000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	21,330.00

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INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 12/31/2019

Run: 01/24/2020 10:13:57 AM

Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
		07/23/2024	0.00	2.43000	4.29900	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.43000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	21,330.00
				2.43000	4.29900	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/16/2024										
17160	FFCB	09/16/2019	3133EKN93	1.96000	99.83000	2,000,000.00	0.00	2,000,000.00	0.00	11,433.33
		09/16/2024	0.00	1.99600	4.49500	0.00	3,400.00	1,996,600.00	0.00	
17161	FFCB	09/16/2019	3133EKN93	1.96000	99.78000	2,000,000.00	0.00	2,000,000.00	0.00	11,433.33
		09/16/2024	0.00	2.00600	4.49500	0.00	4,400.00	1,995,600.00	0.00	
			Subtotal	1.96000	99.80500	4,000,000.00	0.00	4,000,000.00	0.00	22,866.66
				2.00100	4.49500	0.00	7,800.00	3,992,200.00	0.00	
Mat Date: 9/19/2024										
17162	FHLMC	09/19/2019	3134GUCG3	2.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	14,166.67
		09/19/2024	0.00	2.50000	4.44800	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	14,166.67
				2.50000	4.44800	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/23/2024										
17163	FHLMC	09/23/2019	3134GUBQ2	2.10000	99.93000	2,000,000.00	0.00	2,000,000.00	0.00	11,433.33
		09/23/2024	0.00	2.11500	4.50000	0.00	1,400.00	1,998,600.00	0.00	
			Subtotal	2.10000	99.93000	2,000,000.00	0.00	2,000,000.00	0.00	11,433.33
				2.11500	4.50000	0.00	1,400.00	1,998,600.00	0.00	
Mat Date: 9/30/2024										
17166	FHLMC	10/01/2019	3134GUEH9	2.15000	99.99097	2,000,000.00	0.00	2,000,000.00	0.00	10,869.44
		09/30/2024	0.00	2.15300	4.51700	0.00	180.56	1,999,819.44	0.00	
			Subtotal	2.15000	99.99097	2,000,000.00	0.00	2,000,000.00	0.00	10,869.44
				2.15300	4.51700	0.00	180.56	1,999,819.44	0.00	
Mat Date: 10/2/2024										
17169	FHLB	10/02/2019	3130AH7F4	2.00000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	4,944.44
		10/02/2024	0.00	2.00000	4.53600	0.00	0.00	1,000,000.00	0.00	
17170	FFCB	10/02/2019	3133EKV86	2.00000	99.97500	2,000,000.00	0.00	2,000,000.00	0.00	9,888.89
		10/02/2024	0.00	2.00500	4.53600	0.00	500.00	1,999,500.00	0.00	
			Subtotal	2.00000	99.98333	3,000,000.00	0.00	3,000,000.00	0.00	14,833.33
				2.00333	4.53600	0.00	500.00	2,999,500.00	0.00	
Mat Date: 10/15/2024										
17171	FHLMC	10/15/2019	3134GUGY0	2.12500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,972.22
		10/15/2024	0.00	2.12500	4.55900	0.00	0.00	2,000,000.00	0.00	

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17172	FHLMC	10/15/2019	3134GUJV3	2.00000	100.00000	4,000,000.00	0.00	4,000,000.00	0.00	16,888.89
		10/15/2024	0.00	2.00000	4.57200	0.00	0.00	4,000,000.00	0.00	
Subtotal				2.04167	100.00000	6,000,000.00	0.00	6,000,000.00	0.00	25,861.11
				2.04167	4.56767	0.00	0.00	6,000,000.00	0.00	

Mat Date: 10/16/2024

17173	FHLB	10/16/2019	3130AHD67	2.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,333.33
		10/16/2024	0.00	2.00000	4.57500	0.00	0.00	2,000,000.00	0.00	
17177	FHLB	10/16/2019	3130AHD91	2.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	9,166.67
		10/16/2024	0.00	2.20000	4.55400	0.00	0.00	2,000,000.00	0.00	
17174	FHLMC	10/16/2019	3134GUHE3	2.12500	99.99500	2,000,000.00	0.00	2,000,000.00	0.00	8,854.17
		10/16/2024	0.00	2.12600	4.56200	0.00	100.00	1,999,900.00	0.00	
17175	FHLMC	10/16/2019	3134GUHS2	2.05000	99.94000	4,000,000.00	0.00	4,000,000.00	0.00	17,083.33
		10/16/2024	0.00	2.06300	4.56900	0.00	2,400.00	3,997,600.00	0.00	
17176	FHLMC	10/16/2019	3134GUHS2	2.05000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,541.67
		10/16/2024	0.00	2.05000	4.56900	0.00	0.00	2,000,000.00	0.00	
Subtotal				2.07917	99.97917	12,000,000.00	0.00	12,000,000.00	0.00	51,979.17
				2.08367	4.56633	0.00	2,500.00	11,997,500.00	0.00	

Mat Date: 10/17/2024

17178	FHLMC	10/22/2019	3134GUKB5	2.12500	100.02951	2,000,000.00	590.28	2,000,000.00	0.00	8,736.11
		10/17/2024	0.00	2.12500	4.56400	0.00	0.00	2,000,590.28	0.00	
Subtotal				2.12500	100.02951	2,000,000.00	590.28	2,000,000.00	0.00	8,736.11
				2.12500	4.56400	0.00	0.00	2,000,590.28	0.00	

Mat Date: 10/29/2024

17181	FHLB	10/29/2019	3130AHG56	2.12500	100.00000	4,000,000.00	0.00	4,000,000.00	0.00	14,638.89
		10/29/2024	0.00	2.12500	4.59800	0.00	0.00	4,000,000.00	0.00	
17182	FHLB	10/29/2019	3130AHG56	2.12500	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	10,979.17
		10/29/2024	0.00	2.12500	4.59800	0.00	0.00	3,000,000.00	0.00	
Subtotal				2.12500	100.00000	7,000,000.00	0.00	7,000,000.00	0.00	25,618.06
				2.12500	4.59800	0.00	0.00	7,000,000.00	0.00	

Mat Date: 10/30/2024

17183	FHLB	10/30/2019	3130AHG80	2.10000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,116.67
		10/30/2024	0.00	2.10000	4.60600	0.00	0.00	2,000,000.00	0.00	
17184	FHLB	10/30/2019	3130AHG80	2.10000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,116.67
		10/30/2024	0.00	2.10000	4.60600	0.00	0.00	2,000,000.00	0.00	
17185	FHLB	10/30/2019	3130AHG80	2.10000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,116.67
		10/30/2024	0.00	2.10000	4.60600	0.00	0.00	2,000,000.00	0.00	

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Subtotal				2.10000	100.00000	6,000,000.00	0.00	6,000,000.00	0.00	21,350.01
				2.10000	4.60600	0.00	0.00	6,000,000.00	0.00	
Mat Date: 11/8/2024										
17186	FHLMC	11/08/2019	3134GUPL8	2.05000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	6,036.11
		11/08/2024	0.00	2.05000	4.63100	0.00	0.00	2,000,000.00	0.00	
Subtotal				2.05000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	6,036.11
				2.05000	4.63100	0.00	0.00	2,000,000.00	0.00	
Mat Date: 11/18/2024										
17187	FHLMC	11/18/2019	3134GUPD6	2.05000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,897.22
		11/18/2024	0.00	2.05000	4.65800	0.00	0.00	2,000,000.00	0.00	
17191	FHLMC	11/18/2019	3134GURZ5	2.03000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,849.44
		11/18/2024	0.00	2.03000	4.66000	0.00	0.00	2,000,000.00	0.00	
17190	FHLMC	11/18/2019	3134GUQT0	2.00000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	11,944.44
		11/18/2024	0.00	2.00000	4.65100	0.00	0.00	5,000,000.00	0.00	
Subtotal				2.01778	100.00000	9,000,000.00	0.00	9,000,000.00	0.00	21,691.10
				2.01778	4.65456	0.00	0.00	9,000,000.00	0.00	
Mat Date: 11/19/2024										
17189	FHLB	11/19/2019	3130AHJS3	2.20000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	12,833.33
		11/19/2024	0.00	2.20000	4.64500	0.00	0.00	5,000,000.00	0.00	
17192	FHLB	11/19/2019	3130AHJS3	2.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,133.33
		11/19/2024	0.00	2.20000	4.64500	0.00	0.00	2,000,000.00	0.00	
Subtotal				2.20000	100.00000	7,000,000.00	0.00	7,000,000.00	0.00	17,966.66
				2.20000	4.64500	0.00	0.00	7,000,000.00	0.00	
Mat Date: 11/25/2024										
17193	FHLMC	11/25/2019	3134GUTJ9	2.05000	100.00000	1,650,000.00	0.00	1,650,000.00	0.00	3,382.50
		11/25/2024	0.00	2.05000	4.67800	0.00	0.00	1,650,000.00	0.00	
Subtotal				2.05000	100.00000	1,650,000.00	0.00	1,650,000.00	0.00	3,382.50
				2.05000	4.67800	0.00	0.00	1,650,000.00	0.00	
Mat Date: 11/27/2024										
17195	FHLB	12/03/2019	3130AHMR1	2.10000	100.02500	3,000,000.00	750.00	3,000,000.00	0.00	5,950.00
		11/27/2024	0.00	2.10200	4.67800	0.00	0.00	3,000,750.00	0.00	
17196	FHLB	12/03/2019	3130AHMR1	2.10000	100.03500	3,000,000.00	1,050.00	3,000,000.00	0.00	5,950.00
		11/27/2024	0.00	2.10000	4.67800	0.00	0.00	3,001,050.00	0.00	
17194	FHLMC	11/27/2019	3134GUWH9	2.00000	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	5,666.67
		11/27/2024	0.00	2.00000	4.68900	0.00	0.00	3,000,000.00	0.00	
Subtotal				2.06667	100.02000	9,000,000.00	1,800.00	9,000,000.00	0.00	17,566.67

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				2.06734	4.68167	0.00	0.00	9,001,800.00	0.00	
Mat Date: 12/5/2024										
17198	FHLB	12/05/2019	3130AHM34	2.00000	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	4,333.33
		12/05/2024	0.00	2.00000	4.71100	0.00	0.00	3,000,000.00	0.00	
17199	FHLB	12/05/2019	3130AHM34	2.00000	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	4,333.33
		12/05/2024	0.00	2.00000	4.71100	0.00	0.00	3,000,000.00	0.00	
17197	FHLMC	12/05/2019	3134GUSD3	2.10000	100.00000	4,000,000.00	0.00	4,000,000.00	0.00	6,066.67
		12/05/2024	0.00	2.10000	4.70000	0.00	0.00	4,000,000.00	0.00	
			Subtotal	2.04000	100.00000	10,000,000.00	0.00	10,000,000.00	0.00	14,733.33
				2.04000	4.70660	0.00	0.00	10,000,000.00	0.00	
Mat Date: 12/11/2024										
17200	FHLB	12/11/2019	3130AHP31	2.00000	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	3,333.33
		12/11/2024	0.00	2.00000	4.72700	0.00	0.00	3,000,000.00	0.00	
			Subtotal	2.00000	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	3,333.33
				2.00000	4.72700	0.00	0.00	3,000,000.00	0.00	
Mat Date: 12/12/2024										
17201	FHLMC	12/12/2019	3134GUWU0	2.00000	99.99000	3,265,000.00	0.00	3,265,000.00	0.00	3,446.39
		12/12/2024	0.00	2.00200	4.73000	0.00	326.50	3,264,673.50	0.00	
			Subtotal	2.00000	99.99000	3,265,000.00	0.00	3,265,000.00	0.00	3,446.39
				2.00200	4.73000	0.00	326.50	3,264,673.50	0.00	
Mat Date: 12/16/2024										
17202	FHLMC	12/16/2019	3134GUUU2	2.00000	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	2,500.00
		12/16/2024	0.00	2.00000	4.74100	0.00	0.00	3,000,000.00	0.00	
			Subtotal	2.00000	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	2,500.00
				2.00000	4.74100	0.00	0.00	3,000,000.00	0.00	
Mat Date: 12/30/2024										
17207	FHLB	12/30/2019	3130AHT78	2.12500	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	177.08
		12/30/2024	0.00	2.12500	4.77000	0.00	0.00	3,000,000.00	0.00	
17208	FHLB	12/30/2019	3130AHT78	2.12500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	118.06
		12/30/2024	0.00	2.12500	4.77000	0.00	0.00	2,000,000.00	0.00	
17210	FHLB	12/30/2019	3130AHSS3	2.00000	99.92500	2,000,000.00	0.00	2,000,000.00	0.00	111.11
		12/30/2024	0.00	2.01600	4.78300	0.00	1,500.00	1,998,500.00	0.00	
17205	FHLMC	12/30/2019	3134GUH60	2.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	111.11
		12/30/2024	0.00	2.00000	4.78300	0.00	0.00	2,000,000.00	0.00	
17206	FHLMC	12/30/2019	3134GUN30	2.07000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	115.00
		12/30/2024	0.00	2.07000	4.77600	0.00	0.00	2,000,000.00	0.00	

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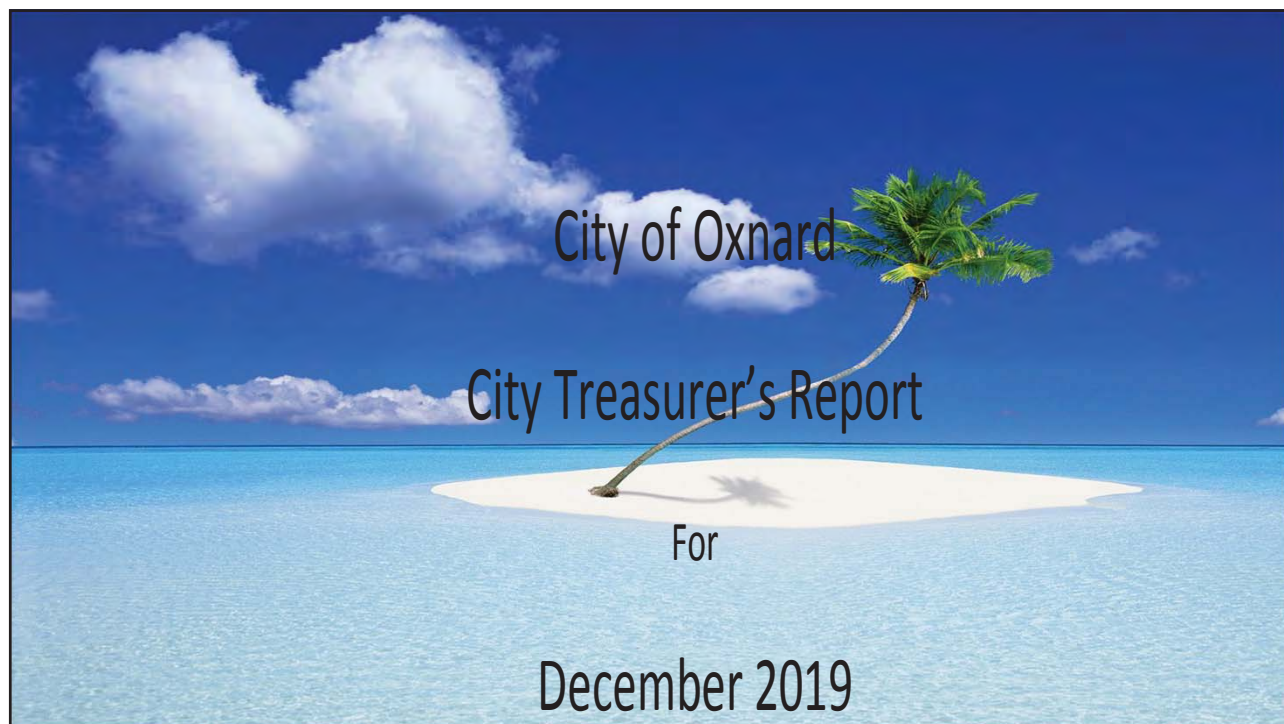
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17209	FHLMC	12/30/2019	3134GUH52	2.10000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	116.67
		12/30/2024	0.00	2.10000	4.77300	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.07423	99.98846	13,000,000.00	0.00	13,000,000.00	0.00	749.03
				2.07670	4.77538	0.00	1,500.00	12,998,500.00	0.00	
Grand Total		Count 91		2.01390	99.98982	179,110,000.00	12,681.95	245,110,000.00	0.00	893,468.40
				2.02053	2.59520	0.00	37,644.35	245,085,037.60	32,166.04	



The goal is to invest 100% of available cash, and we know that for normal operations we should retain \$3 million in the bank accounts. So when we look at the detail we see that the city is investing at 97% of idle available cash:

2

City Treasurer's bank accounts	December 2019	November 2019
City's General Fund bank account	\$ 5,785,009.14	\$ 7,208,715.94
Successor Agency bank account	\$ 9,713,888.14	\$ 4,680,256.96
W/C (workers compensation) account	\$ 213,841.37	\$ 164,807.19
Parking Citations	\$ 128,676.50	\$ 306,221.39
TOTAL CASH IN BANK ACCOUNTS	\$ 15,841,415.15	\$ 12,360,001.48

3

December 31, 2019	
\$ 5,785,009.14	Gen account
\$ 213,841.37	W/C
\$ 128,676.50	Parking
\$ 6,127,527.01	Total idle cash
\$ 245,085,037.60	amount invested
\$ 257,340,091.62	total available cash
97.74%	efficiency level

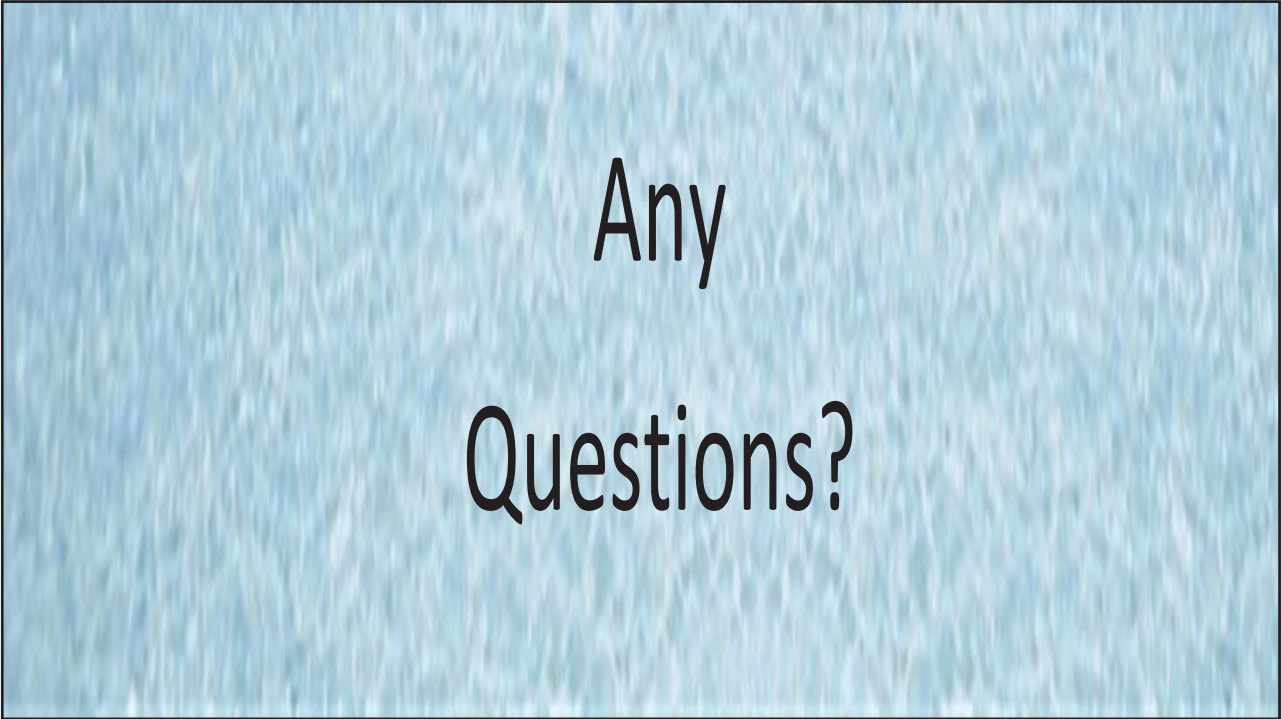
4

After assuring sufficient cash to cover daily
disbursements known as 'liquidity', and
investing as much as possible, we try to get
the best rates on the market.

5

ITEM	December 2019	November 2019
Cost of investments (book value)	\$ 245,085,037.60	\$ 209,800,971.26
Par or face value	\$ 245,110,000.00	\$ 209,845,000.00
Market value as estimated	\$ 245,026,600.00	\$ 209,585,350.00
Total Earnings per period	\$ 386,695.68	\$ 370,480.99
Earned interest Yield this month	2.021%	2.096%
Gain/Loss if forced to sell today	\$ (58,437.60)	\$ (215,621.26)

6



Any
Questions?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.2.

DATE: February 18, 2020

TO: City Council

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Award Agreement with Sterling Venue Ventures for the management and operations of the Oxnard Performing Arts and Convention Center. (10/15/15)

RECOMMENDATION

That the City Council authorize the Mayor to execute the facility management agreement between the City and Sterling Venue Ventures for:

1. A five (5) year agreement for the operation, maintenance, and management of the Oxnard Performing Arts and Convention Center Auditorium; and
2. A five (5) year agreement for the operation, maintenance, and management of the Oxnard Performing Arts and Convention Center Meeting Rooms, in coordination with the Oxnard Performing Arts non-profit Corporation Board of Directors.

BACKGROUND

The Oxnard Performing Arts and Convention Center ("PACC") was built in 1968. The PACC includes an auditorium with 1,604 seats and 8 additional meeting rooms. The PACC has held Broadway musicals and hosted famous comedians, prominent guest speakers, and numerous musical acts, which collectively have reached more than three million people. The theatre and meeting rooms provide a convenient location for numerous cultural, educational, and entertainment opportunities. The enclosed patio provides a more intimate setting, perfect for community events including weddings, receptions, banquets, and more. There are approximately 500 parking stalls available on-site as well as loading areas for the venue spaces.

The City has contracted operation of the PACC over the years. Through December 31, 2019, the operating structure was a management agreement that had been in place with the Oxnard Performing Arts Center non-profit Corporation (the "Corporation") providing all areas of on-site management for the facility. As of January 1, 2020, the Corporation operates the meeting rooms at the PACC Property. The agreement between the City and the Corporation, for operations of the meeting rooms terminates on February 29, 2020.

BIDDING PROCESS FOR AN OPERATOR

At the July 23, 2019, Community Services Committee meeting, staff sought Committee and public input on the scope of services for a request for proposals (RFP) for a PACC operator. That input was incorporated into an RFP that was released on August 5, 2019. The RFP sought proposals from qualified theater, convention center, and community center management professionals interested in entering into an agreement with the City for the management, maintenance, and operation of the PACC. The City received four proposals from interested companies.

An evaluation committee was assembled to review and analyze the proposals. In September 2019, one of the proposal

companies dropped out of the process and the remaining three were interviewed; two bidders were then brought back for a second interview where the final selection was made. The three companies were VenueTech Management Group (“VenueTech”), Lazer Broadcasting, and the Corporation/Sterling Venue Ventures.

After considerable deliberation, the evaluation committee ranked VenueTech as the top-rated company, based on a variety of factors. The committee was particularly persuaded by VenueTech’s experience with similar venues and the resources and marketing plan for the PACC. Staff provided an update on the selection of the PACC operator to the Community Services Committee at their November 12, 2019 meeting. Shortly after that Committee meeting, VenueTech decided to withdraw from the process. On December 6, 2019, the City cancelled the solicitation process.

DISCUSSION

The City’s primary objectives are to contract with a professional management company able to demonstrate substantial experience in the operation and maintenance of a public performing arts complex, provide a high level of customer service and a quality experience for performers and patrons alike, create a positive public image for the City by maintaining or improving the existing facilities, and maximize the financial performance of the PACC.

PROPOSED OPERATOR

Sterling Venue Ventures (SVV) owns and/or operates eight entertainment venues, including The Canyon Agoura Hills, The Canyon Santa Clarita, The Canyon Montclair, The Rose in Pasadena, The Saban Theatre in Beverly Hills, The Libby in Ojai, The Fox Theatre in Bakersfield, and the Starlight Bowl in Burbank. For the past 20 years, SVV has worked in conjunction with major talent agencies and local promoters to produce in excess of 1,000 concerts per year in Southern California.

Staff proposes two separate agreements - one for the Auditorium and one for the Meeting Rooms. Each agreement requires SVV to provide all programming and the associated staffing, food services, catering, concessions and merchandising; managing the PACC master calendar; coordinating event production needs of all PACC clients; negotiating talent contracts; and developing and implementing marketing plans.

SUMMARY OF PROPOSED AGREEMENT FOR THE AUDITORIUM

SVV will lease the Oxnard Performing Arts and Convention Center Auditorium (PACC Auditorium) for a five (5) year lease term. The agreement includes an option to extend for up to five (5) years, subject to City Council approval. The proposed terms of the Lease Agreement are as follows:

PACC Auditorium Programming & Upgrades: SVV will guarantee a minimum of 52 shows per calendar year, and SVV will install sound and lighting systems commensurate with the projected level of talent, which the auditorium currently lacks. Eventually, SVV intends to book 104 shows per calendar year in the Auditorium.

Lease Rate for SVV Events: For each event, SVV conducts in the PACC Auditorium, SVV shall pay City \$2,750 plus 15% of concessions per event.

Lease Back Rate for City: The use of the PACC Auditorium for all City events will be billed back at the rate of \$2,500 for modified use of the sound system and labor, plus Ticketmaster Fees (if applicable) for no more than five (5) events. City events will be limited to those events that are actually funded and organized by a City department.

Utilities: The City will pay utilities up to \$121,800 (the average cost of water, wastewater, trash, gas and electricity over a three year period). SVV will pay any utility costs above \$121,800 in a fiscal year.

Expenses: The City will be responsible for the utilities as noted above, capital replacement, and capital improvements. All other expenses are the responsibility of SVV.

Ticketing: Ticketing for all events will be through SVV's Ticketmaster account. SVV will maintain an exclusive box office contract.

Permits: There is not a special use permit for alcohol or an ABC License for alcoholic beverage sales and consumption issued for the PACC Property; however, the City is supportive of SVV acquiring all necessary permits and licenses for alcoholic beverage sales and consumption.

SUMMARY OF PROPOSED AGREEMENT FOR THE MEETING ROOMS

SVV will lease the Oxnard Performing Arts and Convention Center (PACC Meeting Rooms) for a five (5) year lease term. The agreement includes an option to extend for up to five (5) years, subject to City Council approval.

PACC Meeting Rooms Option: SVV will manage all the PACC Meeting Rooms in coordination with the non-profit OPAC Board of Directors.

Lease Rate for SVV Events: For each event, SVV conducts in the PACC Meeting Rooms, SVV shall pay City 50% of the room rental. The current room rental rates, previously adopted by City Council, are attached to the Agreement.

Lease Back Rate for City Events: The use of the PACC Meeting Rooms for all City events will be billed back at 50% of the room rate, plus Ticketmaster Fees (if applicable).

Expenses: The City being responsible for the utilities as noted above, capital replacement, and capital improvements. All other expenses are the responsibility of SVV.

Ticketing: If applicable, ticketing for all events will be through SVV's Ticketmaster account. SVV will maintain an exclusive box office contract.

Permits: There is not a special use permit for alcohol or an ABC License for alcoholic beverage sales and consumption issued for the PACC Property; however, the City is supportive of SVV acquiring all necessary permits and licenses for alcoholic beverage sales and consumption.

STRATEGIC PRIORITIES

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

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

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

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

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

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

Goal 2. Enhance business development throughout the City.

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

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

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

FINANCIAL IMPACT

The table below provides a summary of the subsidy the City provided for ongoing PACC operations for FY 16-17, 17-18 and 18-19.

Oxnard Performing Arts and Convention Center: City Subsidy, Expenses, and Revenue			
Fiscal Year	Total Expenses	Total Revenue	Total Subsidy*
2016-17	\$ 1,642,420	\$ 1,565,359	\$ 838,590
2017-18	\$ 2,332,549	\$ 2,344,377	\$ 1,619,651
2018-19	\$ 2,143,931	\$ 2,126,032	\$ 1,270,151

*Total subsidy includes funding from both the General Fund and Measure O

The FY 19-20 budget included \$410,000 in Measure O funding to operate the PACC through December 31, 2019. The City budgeted \$80,000 in FY 19-20 for utilities and maintenance of the PACC through June 30, 2020. The remaining balance of these funds is adequate for the utilities and maintenance, provided there are no emergency repairs necessary for the building.

The budget process for FY 20-21 will need to accommodate an increase in facility maintenance and utilities from \$80,000 to \$128,000 (\$121,800+\$6,200); however, in FY 20-21 there will be revenue from the rental of the PACC (both the auditorium and meeting rooms) to off-set these increased costs. The agreement caps the City's utility cost to \$121,800 per year; anything above \$121,800 will be the responsibility of SVV.

The revenue projections for the rentals of the meeting rooms are expected to be \$90,000 annually. The revenue projections for the rentals of the auditorium are expected to be \$143,000 annually (52 events x \$2,750/event). In addition, the City will receive 15% of the concession sales which are estimated to be \$15,000 annually. Combined this would equal approximately \$248,000 in revenue in the first year.

SVV anticipates an increase in programming over time (104 events per year) in the auditorium. With the increased programming, the City can expect to see an increase of annual rental revenue associated with the auditorium to be \$286,000 (104 events x \$2,750/event), and concession sales increasing to approximately \$30,000 annually. Combining this with \$90,000 in rental revenue for the meeting spaces would equal approximately \$406,000 annually.

Any revenues exceeding the City expenses will be put towards the PACC Restoration Fund. In FY 19-20 \$545,000 in

funding was committed via the Capital Improvement Program (CIP) for the Roof Replacement for the Ventura & Oxnard Rental Spaces. As money accumulates in the Restoration Fund the City will be able to complete additional capital improvement projects at the PACC.

	with 52 Events in Auditorium	with 104 events in auditorium
Projected Rental of Auditorium & Concessions	\$158,000	\$316,000
Projected Rental of Meeting Rooms	\$90,000	90,000
Projected Annual Revenues	\$248,000	\$406,000
Estimated Utilities Cost	\$121,800	\$121,800
Landscaping Streetside	\$6,200	\$6,200
Maintenance	\$120,000	\$120,000
Estimated City Costs	\$248,000	\$287,500
Capital Replacement & Improvements (Restoration Fund)	\$0	\$0
Net Profit/Loss for City	\$0	\$0

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Julie Estrada, Recreation Coordinator

ATTACHMENTS

1. PACC_STERLING_AUDITORIUM_FEB 18
2. PACC_STERLING_ROOMS_FEB 18
3. PACC Presentation 2.18.20

AGREEMENT FOR OPERATIONS OF THE OXNARD PERFORMING ARTS AND CONVENTION CENTER AUDITORIUM

This AGREEMENT is made and entered into on this _____ day of _____, 2020 by and between STERLING VENUE VENTURES, LLC. , a California Limited Liability Corporation (“SVV”), and THE CITY OF OXNARD, a California municipal corporation (“CITY”), hereinafter referred to individually as “PARTY” or collectively as the “PARTIES.”

RECITALS

WHEREAS, the CITY owns and controls the Oxnard Performing Arts and Convention Center (“PACC”) located at 800 Hobson Way, Oxnard, California 93030; and

WHEREAS, the CITY desires to operate PACC as a community resource to support cultural development for the Oxnard community, provide a location for local and regional events for individuals, organizations and businesses, and to promote and provide entertainment, recreational and cultural events and activities for Oxnard residents; and

WHEREAS, the CITY desires to secure professional Event services for the PACC Auditorium, and SVV is qualified and willing to provide the professional Event services.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, CITY and SVV agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1 **BAND COSTS** – means any and all costs associated with live entertainment at an EVENT.
- 1.2 **CAPITAL IMPROVEMENT** – means the installation, construction or reconstruction of public improvements.
- 1.3 **CAPITAL REPLACEMENT** – means the replacement of parts or portions of public improvements, such as buildings, structures, pavement, and the like, which have met or exceeded their prescribed life cycles or which have been damaged by accident, acts of third parties, weather and other acts of nature and the like, requiring significant outlays of capital.
- 1.4 **CITY EVENT** – means any presentation, show, performance, showcase or any other live entertainment funded and organized by a CITY Department held at the PACC AUDITORIUM.
- 1.5 **EVENT**- means any presentation, show, performance, showcase or any other live entertainment booked by SVV hosted at the PACC AUDITORIUM.
- 1.6 **LABOR COSTS**- means any and all direct and indirect costs associated with staffing any event at the PACC AUDITORIUM.

- 1.7 **MAINTENANCE** – means the routine and customary care and replacement of grounds, buildings, lighting, and pavement, and the like, not requiring significant outlays of capital.
- 1.8 **PACC** – means the Oxnard Performing Arts and Convention Center, located at 800 West Hobson Way, Oxnard, California 93030.
- 1.9 **PACC AUDITORIUM** – means the facility, labeled “Auditorium,” depicted in “**Exhibit A**” of this Agreement.
- 1.10 **PACC PROPERTY** – means the Oxnard Performing Arts and Convention Center property as depicted in “**Exhibit A**” of this Agreement.

ARTICLE 2 TERM OF AGREEMENT

- 2.1 SVV shall exclusively operate the Oxnard Performing Arts Center Auditorium (“PACC AUDITORIUM”), as depicted in “**Exhibit A**,” attached hereto and incorporated by this reference, from March 1, 2020 until March 1, 2025.
- 2.2 Unless otherwise terminated, this Agreement may be extended by up to an additional five (5) years by mutual agreement in writing between the City and SVV, subject to City Council approval.

ARTICLE 3 ROLES AND RESPONSIBILITIES

- 3.1 **Minimum Bookings.** SVV shall book and operate a minimum of fifty (52) EVENTS, not including CITY EVENTS per calendar year at the PACC AUDITORIUM. SVV shall make best efforts to book and operate one hundred and four (104) shows per calendar year. SVV EVENTS will consistently include acts that appeal to a broad spectrum of the community.
- 3.2 **Event Expenses.** SVV shall be responsible for EVENT costs, including but not limited to: Costs of goods, BAND COSTS, LABOR COSTS, concessions expenses, marketing costs, janitorial services, and procuring and maintaining EVENT insurance.
- 3.3 **Facility Preparation.** SVV shall be responsible for providing adequate event oriented facility preparation, sufficient sanitary facilities, clean-up, and event security, and user damage and repairs required as a result of PACC PROPERTY use. At the beginning of each year, SVV shall meet with the CITY’s Public Works Director (or the person designated by the City Manager) to agree upon standards for the foregoing facilities and activities.
- 3.4 **Janitorial Services.** SVV shall monitor the PACC AUDITORIUM, including restrooms, and keep it clean and supplied with necessary janitorial products during each EVENT or CITY EVENT. SVV shall also clean the PACC restrooms prior to each EVENT or CITY EVENT, and shall clean the restrooms after each EVENT or CITY EVENT.

- 3.5 **Liability and Workers Compensation Insurance.** SVV shall provide Liability and Workers Compensation Insurance for its employees.
- 3.6 **Furniture, Fixtures, and Equipment.** SVV may, at its own expense, furnish, and set up fixtures and equipment necessary for the operation and maintenance of the PACC AUDITORIUM. SVV shall install sound and lighting systems in the PACC AUDITORIUM commensurate with the projected level of bookings.
- 3.7 **Utilities.** CITY shall pay ongoing utility expenses, including water, sewer, trash, gas and electricity (collectively, the “Utilities Expenses”) at the PACC PROPERTY. However, SVV shall pay any Utilities Expenses in excess of \$121,800 in any fiscal year.
- 3.8 **Maintenance.** SVV shall be responsible for all aspects of the maintenance at the PACC PROPERTY, as depicted in “**Exhibit B**” of this Agreement, including but not limited to grounds maintenance, janitorial services, and alarm monitoring services during all times the PACC AUDITORIUM is not in use. SVV shall ensure facility exterior is adequately maintained prior to scheduled EVENTS, including CITY EVENTS.
- 3.9 **Possessory Interest Taxes.** SVV shall be responsible for any possessory interest tax imposed on it based upon this Agreement. CITY shall not be responsible for any such possessory interest taxes.
- 3.10 **Property Insurance.** CITY shall be responsible for property insurance for the PACC Property.
- 3.11 **Signage.** CITY shall cooperate with SVV to ensure the Permanent Marquee is in good working order. CITY may use the Permanent Marquee at its discretion.
- 3.12 **ADA Compliance.** CITY shall be responsible for the PACC PROPERTY to comply with all ADA regulations for restrooms and property access.
- 3.13 **Ticketing.** Ticketing for all EVENTS shall operate through SVV’s Ticketmaster account. SVV shall maintain the exclusive box office contract for Events hosted at the PACC Property.
- 3.14 **Environmental.** SVV shall not be responsible for any existing contamination at the PACC Property. CITY shall provide to SVV for inspection any and all environmental information that it may possess in order to assist in the environmental evaluation of the PACC Property.
- 3.15 **Parking.** Except when in use by CITY for Youth Center Programming, SVV shall control and maintain the PACC parking lots, as depicted in “**Exhibit C**” to this Agreement, attached hereto and incorporated by this reference, during an EVENT, and two hours before and after an EVENT. SVV shall ensure that such parking lots are clean.
- 3.16 **Landscaping.** SVV shall be responsible for landscape and grounds maintenance at the PACC PROPERTY, as depicted in “**Exhibit B**” to this Agreement, attached hereto and incorporated by this reference.

- 3.17 **HVAC/Electrical and Plumbing.** CITY shall ensure that all existing HVAC, electrical systems, and plumbing systems are in good operating condition prior to occupancy by SVV. Thereafter, CITY shall be solely responsible for electrical, plumbing, and HVAC to be maintained in proper working order.
- 3.18 **Capital Replacement and Capital Improvement.** CITY shall be responsible for all Capital Replacement and Capital Improvements at the PACC PROPERTY.

ARTICLE 4 LEASE RATES

- 4.1 **Lease Rate for SVV Events.** For each EVENT SVV conducts in the PACC AUDITORIUM, SVV shall pay CITY \$2,750.00 plus 15% of gross concessions (excluding taxes and gratuities on concessions). SVV shall remit payments to CITY no more than thirty (30) days after each EVENT.
- 4.2 **Lease Rate for City Events.** For CITY EVENTS, shall pay SVV \$2,500 for which SVV shall provide modified sound and lighting, janitorial services, security services, one attendant and one production manager (“Minimum Services”). Where CITY EVENTS require SVV to provide more than the Minimum Services, CITY shall cover LABOR COSTS in addition to the Minimum Services costs.

ARTICLE 5 NON-SVV EVENTS

- 5.1 **City Events.** Except where SVV has booked an EVENT on a date where the CITY desires to use the PACC AUDITORIUM to book a CITY EVENT, the CITY may book up to five (5) CITY EVENTS per fiscal year at the PACC AUDITORIUM.
- 5.2 **Exclusive Control.** Aside from CITY EVENTS, SVV shall maintain exclusive control over the PACC AUDITORIUM.

ARTICLE 6 GENERAL PROVISIONS

- 6.1 **Force Majeure.** Neither Party shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters, but in any case such acts shall not include labor disputes.
- 6.2 **Permits.** CITY represents and warrants that all permits required for the operation of the PACC Property are in place and active. SVV acknowledges that there is no Alcoholic Beverage Control (“ABC”) License for alcoholic beverage sales and consumption issued for the PACC Property and that any license of permit required for alcoholic beverage sales and consumption are to be obtained for particular events by SVV or the party holding an Event.
- 6.3 **Naming Rights.** Both City and SVV acknowledge that naming rights associated with the PACC PROPERTY shall be governed by a separate Agreement between the Parties.

- 6.4 **Records and Inspection.** SVV shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine all point of sale records, without charge, during normal business hours.
- 6.5 **Non-Assignability.** This Agreement contemplates personal performance by SVV and is based upon a determination of SVV personnel's unique competence, experience and specialized personal knowledge. SVV shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and SVV shall hold harmless, defend and indemnify Indemnitees (as that term is defined below) from and against all Claims arising from or relating to any unauthorized assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of SVV.
- 6.6 **Nondiscriminatory Employment.** SVV shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SVV understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SVV shall be responsible for such subcontractor's compliance with this Section.
- 6.7 **Compliance with Laws.** In performing the Services under this Agreement, SVV shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, SVV shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.
- 6.8 **Applicable law.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be solely in the Ventura County Superior Court.
- 6.9 **Titles.** The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
- 6.10 **Authority.** Any person executing this Agreement on behalf of SVV warrants and represents that s/he has the authority to execute this Agreement on behalf of SVV and to bind it to the performance of these obligations. The Parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
- 6.11 **Cumulative Remedies.** All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

- 6.12 **Integration; Amendment.** This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and SVV regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
- 6.13 **No Waiver.** Waiver by either Party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to SVV constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of SVV, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
- 6.14 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement.
- 6.15 **Independent Contractor.** SVV is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SVV or any of its employees, except as stated in this Agreement. SVV has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SVV, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as SVV wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude SVV from rendering any services for SVV's own account or to any other person or entity as SVV in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services SVV shall perform for the City. Except as City Manager specifies in writing, SVV and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SVV and its employees are not employees of City. SVV and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and/or health, life, dental, long-term disability and workers' compensation insurance benefits. SVV shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. SVV agrees to pay all required taxes on amounts paid to SVV under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. SVV shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of SVV's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to SVV under this Agreement

any amount due to City from SVV as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

- 6.16 **Acceptance of Payment.** SVV's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to SVV for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of SVV for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by SVV and its employees, agents and subcontractors. SVV shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SVV or materials or products provided to City by SVV, SVV shall pay the sales tax. City shall not reimburse SVV for sales taxes paid by SVV.
- 6.17 **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

ARTICLE 7 INDEMNITY

To the maximum extent permitted by law, SVV shall hold harmless, defend and indemnify the City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by SVV or of any of its officials, directors, officers, employees, subcontractors, or agents. SVV's obligation to defend is a separate and distinct obligation from SVV's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Operator shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to SVV of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if SVV asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

CITY hereby agrees to indemnify, defend and hold harmless SVV, its agents and employees, against all liability, obligations, claims, loss, damages and expenses, including reasonable attorney's fees arising out of its negligent performance or failure to perform any of its duties or obligations under this Agreement.

ARTICLE 8 NOTICES

All notices, requests, demands and other communications which are required or may be given under this AGREEMENT shall be in writing and shall be deemed to have been duly given when received if personally delivered; when received if transmitted by fax, email or regular US mail; if received during the CITY's normal business hours (between 8 a.m. and 6 p.m. Monday through Thursday, and between 8 a.m. and 5 p.m. every other Friday) on a CITY business day (or if not, the next CITY business day after delivery); if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and upon receipt, if sent by

certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows or at such other address as one Party may notify the other in writing:

City of Oxnard

300 West Third Street

Oxnard, CA 93030

Attn: Ashley Golden, Assistant City Manager
(805) 385-7478

Sterling Venue Ventures, LLC.

28912 Roadside Dr.

Agoura Hills, CA 91301

Attn: Lance Sterling
(805) 657-9201

With a copy to:

City Attorney

City of Oxnard

305 West Third Street

Oxnard, CA 93030

ARTICLE 9 TERMINATION

- 9.1 **Termination with Cause.** Either party may terminate this Agreement 90 days after service of notice of a material breach of the Agreement. The 90-day period shall be a cure period, in which the party subject to the termination notice may cure the breach and avoid termination if agreed to the other Party.
- 9.2 **Termination at the end of any Term.** If this Agreement is not extended by mutual written agreement by both Parties at the end of any term or extension, then the Agreement will terminate at the end of the term.
- 9.3 **Article XVI of the State of California Constitution.** Notwithstanding anything to the contrary, CITY may terminate this AGREEMENT in order for CITY to be in compliance with Article XVI, Section 18 of the State of California Constitution (which provides in part that a city may not obligate itself where funding is unavailable). Should the CITY exercise this Section 9.3 termination option, SVV shall reserve the right to fulfill its obligations to host any EVENTS in the PACC AUDITORIUM that SVV has booked at the time the CITY exercises Section 9.3 ("Transition Period"). During the Transition Period, SVV shall be responsible for all costs associated with operating the PACC PROPERTY.

ARTICLE 10 INSURANCE

SVV shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed in **Exhibit X**, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that SVV obtain and maintain such insurance coverages. SVV shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in **Exhibit X**. Maintenance of insurance coverages by SVV is a material element of this Agreement. SVV's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

SVV shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on January 23, 2020.

CITY OF OXNARD

Sterling Venue Ventures, LLC.

☒ Tim Flynn, Mayor

_____ Date

_____ [name] , [title]

_____ Date

ATTEST:

_____ [name] , [title]

_____ Date

Michelle Ascencion, City
Clerk (only if Mayor signs)

_____ Date

APPROVED AS TO FORM:

Stephen M. Fischer, City
Attorney (always required)

_____ Date

EXHIBIT A



EXHIBIT B



EXHIBIT C



INSURANCE REQUIREMENTS FOR FACILITY OPERATORS

1. Operator shall obtain and maintain during the term of the lease the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by Operator, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$3,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

d. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.

e. Crime/Employee Dishonesty Policy in an amount not less than \$3,000,000. The Crime/Employee Dishonesty Policy shall name the City of Oxnard as a Joint Loss Payee.

2. Operator shall, prior to occupation of the premises, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-X. 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 occupation of the premises. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

3. Operator 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. Operator 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 Operator; products and completed operations of Operator; premises owned, occupied or used by Operator; or automobiles owned, leased, hired or borrowed by Operator. 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-X or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

7. All insurance standards applicable to Operator shall also be applicable to Operator's subcontractors. Operator agrees to maintain

appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

2/20

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that 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-X.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$6,000,000 PRODUCTS COMP/OP AGG. \$3,000,000 PERSONAL & ADV. INJURY \$3,000,000 EACH OCCURRENCE \$3,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Property insurance against all risks of loss to any tenant improvements or betterments Crime/Employee Dishonesty Policy				LIMIT OF INSURANCE \$3,000,000

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

CERTIFICATE HOLDER**CITY OF OXNARD****Attn: Insurance Compliance**

Reference No. _____

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

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

AUTHORIZED REPRESENTATIVE _____

[illegible]

AGREEMENT FOR OPERATIONS OF THE OXNARD PERFORMING ARTS AND CONVENTION CENTER ROOMS

This AGREEMENT is made and entered into on this _____ day of _____, 2020 by and between STERLING VENUE VENTURES, LLC. , a California Limited Liability Corporation (“SVV”), and THE CITY OF OXNARD, a California municipal corporation (“CITY”), hereinafter referred to individually as “PARTY” or collectively as the “PARTIES.”

RECITALS

WHEREAS, the CITY owns and controls the Oxnard Performing Arts and Convention Center (“PACC”) located at 800 Hobson Way, Oxnard, California 93030; and

WHEREAS, the CITY desires to operate PACC as a community resource to support cultural development for the Oxnard community, provide a location for local and regional events for individuals, organizations and businesses, and to promote and provide entertainment, recreational and cultural events and activities for Oxnard residents; and

WHEREAS, the CITY desires to secure professional Event services for the PACC Rooms, and SVV is qualified and willing to provide the professional Event services.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, CITY and SVV agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1 **BAND COSTS** – means any and all costs associated with live entertainment at an EVENT.
- 1.2 **CAPITAL IMPROVEMENT** – means the installation, construction or reconstruction of public improvements.
- 1.3 **CAPITAL REPLACEMENT** – means the replacement of parts or portions of public improvements, such as buildings, structures, pavement and the like which have met or exceeded their prescribed life cycles or which have been damaged by accident, acts of third parties, weather and other acts of nature, and the like, requiring significant outlays of capital.
- 1.4 **CITY EVENT** – means any presentation, show, performance, showcase or any other live entertainment funded and organized by a CITY Department held in the PACC ROOMS.
- 1.5 **EVENT**- means any presentation, show, performance, showcase or any other live entertainment, or event put on by SVV hosted in the PACC ROOMS.
- 1.6 **LABOR COSTS**- means any and all direct and indirect costs associated with staffing any event in the PACC ROOMS.

- 1.7 **MAINTENANCE** – means the routine and customary care and replacement of grounds, buildings, lighting, and pavement, and the like, not requiring significant outlays of capital.
- 1.8 **PACC** – means the Oxnard Performing Arts and Convention Center, located at 800 West Hobson Way, Oxnard, California 93030.
- 1.9 **PACC ROOMS** – means the facilities labeled and depicted in “**Exhibit A**” of this Agreement. Throughout this Agreement, PACC ROOMS are sometimes called “Meeting Rooms.”
- 1.10 **PACC PROPERTY** – means the Oxnard Performing Arts and Convention Center property as depicted in “**Exhibit A**” of this Agreement.

ARTICLE 2 TERM OF AGREEMENT

- 2.1 SVV shall operate the Oxnard Performing Arts Center Rooms (“PACC ROOMS”), as depicted in “**Exhibit A**,” attached hereto and incorporated by this reference, in coordination with the Oxnard Performing Arts Center Corporation Board of Directors, from March 1, 2020 until March 1, 2025.
- 2.2 Unless otherwise terminated, this Agreement may be extended by up to an additional five (5) years by mutual agreement in writing between the City and SVV, subject to City Council approval.

ARTICLE 3 ROLES AND RESPONSIBILITIES

- 3.1 **Event Expenses.** SVV shall be responsible for EVENT costs, including but not limited to: Costs of goods, BAND COSTS, LABOR COSTS, concessions expenses, marketing costs, janitorial services, and procuring and maintaining EVENT insurance.
- 3.2 **Facility Preparation.** SVV shall be responsible for providing adequate event oriented facility preparation, sufficient sanitary facilities, clean-up, and event security, and user damage and repairs required as a result of PACC PROPERTY use. At the beginning of each year, SVV shall meet with the CITY’s Public Works Director (or the person designated by the City Manager) to agree upon standards for the foregoing facilities and activities.
- 3.3 **Janitorial Services.** SVV shall monitor the PACC ROOMS, including restrooms, and keep it clean and supplied with necessary janitorial products during each EVENT or CITY EVENT. SVV shall also clean the PACC restrooms prior to each EVENT or CITY EVENT, and shall clean the restrooms after each EVENT or CITY EVENT.
- 3.4 **Liability and Workers Compensation Insurance.** SVV shall provide Liability and Workers Compensation Insurance for its employees.

- 3.5 **Furniture, Fixtures, and Equipment.** SVV may, at its own expense, furnish, and set up fixtures and equipment necessary for the operation and maintenance of the Rooms.
- 3.6 **Maintenance.** SVV shall be responsible for all aspects of the maintenance at the PACC PROPERTY, as depicted in “**Exhibit B**” of this Agreement, including but not limited to grounds maintenance, janitorial services, and alarm monitoring services during all times the PACC ROOMS are not in use. SVV shall ensure facility exterior is adequately maintained prior to scheduled EVENTS, including CITY EVENTS.
- 3.7 **Possessory Interest Taxes.** SVV shall be responsible for any possessory interest tax imposed on it based upon this Agreement. CITY shall not be responsible for any such possessory interest taxes.
- 3.8 **Property Insurance.** CITY shall be responsible for property insurance for the PACC Property.
- 3.9 **ADA Compliance.** CITY shall be responsible for the PACC PROPERTY to comply with all ADA regulations for restrooms and property access.
- 3.10 **Ticketing.** If applicable, ticketing for all EVENTS shall operate through SVV’s Ticketmaster account. SVV shall maintain the exclusive box office contract for all events hosted at the PACC Property.
- 3.11 **Environmental.** SVV shall not be responsible for any existing contamination at the PACC Property. CITY shall provide to SVV for inspection any and all environmental information that it may possess in order to assist in the environmental evaluation of the PACC Property.
- 3.12 **Landscaping.** SVV shall be responsible for landscape and grounds maintenance at the PACC PROPERTY, as depicted in “**Exhibit B**” to this Agreement, attached hereto and incorporated by this reference.
- 3.13 **HVAC/Electrical and Plumbing.** CITY shall ensure that all existing HVAC, electrical systems, and plumbing systems are in good operating condition prior to occupancy by SVV. Thereafter, CITY shall be solely responsible for electrical, plumbing, and HVAC to be maintained in proper working order.
- 3.14 **Capital Replacement and Capital Improvement.** CITY shall be responsible for all Capital Replacement and Capital Improvements at the PACC PROPERTY.

ARTICLE 4 LEASE RATES

- 4.1 **Lease Rate for SVV Events.** For each EVENT SVV conducts in the PACC ROOMS, SVV shall pay CITY 50% of all fees collected from renters, in accordance with the approved fee schedule, attached hereto as “**Exhibit C**” and incorporated by this reference. SVV shall remit payments to CITY no more than thirty (30) days after each EVENT.
- 4.2 **Lease Rate for City Events.** CITY shall pay fees detailed in “**Exhibit C.**” Such fees are adopted by the Oxnard City Council, and may be amended from time to time.

ARTICLE 5 NON-SVV EVENTS

- 5.1 **City Events.** Except where SVV has booked an EVENT on a date where the CITY desires to use the a specific PACC ROOM to book a CITY EVENT, the CITY may book a CITY EVENT in the PACC ROOM of CITY's choice.
- 5.2 **Exclusive Control.** Aside from CITY EVENTS, SVV shall maintain exclusive control over the PACC ROOMS.

ARTICLE 6 GENERAL PROVISIONS

- 6.1 **Force Majeure.** Neither Party shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters, but in any case such acts shall not include labor disputes.
- 6.2 **Permits.** CITY represents and warrants that all permits required for the operation of the PACC Property are in place and active. SVV acknowledges that there is no Alcoholic Beverage Control ("ABC") License for alcoholic beverage sales and consumption issued for the PACC Property and that any license of permit required for alcoholic beverage sales and consumption are to be obtained for particular events by SVV or the party holding an Event.
- 6.3 **Naming Rights.** Both City and SVV acknowledge that naming rights associated with the PACC PROPERTY shall be governed by a separate Agreement between the Parties.
- 6.4 **Records and Inspection.** SVV shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine all point of sale records, without charge, during normal business hours.
- 6.5 **Non-Assignability.** This Agreement contemplates personal performance by SVV and is based upon a determination of SVV personnel's unique competence, experience and specialized personal knowledge. SVV shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and SVV shall hold harmless, defend and indemnify Indemnitees (as that term is defined below) from and against all Claims arising from or relating to any unauthorized assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of SVV.
- 6.6 **Nondiscriminatory Employment.** SVV shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SVV understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform

Services, SVV shall be responsible for such subcontractor's compliance with this Section.

- 6.7 **Compliance with Laws.** In performing the Services under this Agreement, SVV shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, SVV shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.
- 6.8 **Applicable law.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be solely in the Ventura County Superior Court.
- 6.9 **Titles.** The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
- 6.10 **Authority.** Any person executing this Agreement on behalf of SVV warrants and represents that s/he has the authority to execute this Agreement on behalf of SVV and to bind it to the performance of these obligations. The Parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
- 6.11 **Cumulative Remedies.** All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.
- 6.12 **Integration; Amendment.** This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and SVV regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
- 6.13 **No Waiver.** Waiver by either Party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to SVV constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of SVV, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
- 6.14 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement.
- 6.15 **Independent Contractor.** SVV is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SVV or any of its employees, except as stated in this Agreement.

SVV has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SVV, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as SVV wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude SVV from rendering any services for SVV's own account or to any other person or entity as SVV in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services SVV shall perform for the City. Except as City Manager specifies in writing, SVV and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SVV and its employees are not employees of City. SVV and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and/or health, life, dental, long-term disability and workers' compensation insurance benefits. SVV shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. SVV agrees to pay all required taxes on amounts paid to SVV under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. SVV shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of SVV's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to SVV under this Agreement any amount due to City from SVV as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

- 6.16 **Acceptance of Payment.** SVV's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to SVV for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of SVV for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by SVV and its employees, agents and subcontractors. SVV shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SVV or materials or products provided to City by SVV, SVV shall pay the sales tax. City shall not reimburse SVV for sales taxes paid by SVV.
- 6.17 **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

ARTICLE 7 INDEMNITY

To the maximum extent permitted by law, SVV shall hold harmless, defend and indemnify the City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by SVV or of any of its officials, directors, officers, employees, subcontractors, or agents. SVV's obligation to defend is a separate and distinct obligation from SVV's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Operator shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to SVV of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if SVV asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

CITY hereby agrees to indemnify, defend and hold harmless SVV, its agents and employees, against all liability, obligations, claims, loss, damages and expenses, including reasonable attorney's fees arising out of its negligent performance or failure to perform any of its duties or obligations under this Agreement.

ARTICLE 8 NOTICES

All notices, requests, demands and other communications which are required or may be given under this AGREEMENT shall be in writing and shall be deemed to have been duly given when received if personally delivered; when received if transmitted by fax, email or regular US mail; if received during the CITY's normal business hours (between 8 a.m. and 6 p.m. Monday through Thursday, and between 8 a.m. and 5 p.m. every other Friday) on a CITY business day (or if not, the next CITY business day after delivery); if sent for next day delivery to a domestic address by recognized overnight delivery service (*e.g.*, Federal Express); and upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows or at such other address as one Party may notify the other in writing:

City of Oxnard

300 West Third Street

Oxnard, CA 93030

Attn: Ashley Golden, Assistant City Manager
(805) 385-7478

Sterling Venue Ventures, LLC.

28912 Roadside Dr.

Agoura Hills, CA 91301

Attn: Lance Sterling
(805) 657-9201

With a copy to:

City Attorney

City of Oxnard

305 West Third Street

Oxnard, CA 93030

ARTICLE 9 TERMINATION

9.1 Termination with Cause. Either party may terminate this Agreement 90 days after service of notice of a material breach of the Agreement. The 90-day period shall be a

cure period, in which the party subject to the termination notice may cure the breach and avoid termination if agreed to the other Party.

- 9.2 **Termination at the end of any Term.** If this Agreement is not extended by mutual written agreement by both Parties at the end of any term or extension, then the Agreement will terminate at the end of the term.
- 9.3 **Article XVI of the State of California Constitution.** Notwithstanding anything to the contrary, CITY may terminate this AGREEMENT in order for CITY to be in compliance with Article XVI, Section 18 of the State of California Constitution (which provides in part that a city may not obligate itself where funding is unavailable). Should the CITY exercise this Section 9.3 termination option, SVV shall reserve the right to fulfill its obligations to host any EVENTS in the PACC ROOMS that SVV has booked at the time the CITY exercises Section 9.3 ("Transition Period"). During the Transition Period, SVV shall be responsible for all costs associated with operating the PACC PROPERTY.

ARTICLE 10 INSURANCE

SVV shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed in **Exhibit X**, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that SVV obtain and maintain such insurance coverages. SVV shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in **Exhibit X**. Maintenance of insurance coverages by SVV is a material element of this Agreement. SVV's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

SVV shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on _____, 2020.

CITY OF OXNARD

Sterling Venue Ventures, LLC.

☒ Tim Flynn, Mayor _____ Date _____

[name] , [title] _____ Date _____

[name] , [title] _____ Date _____

ATTEST:

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

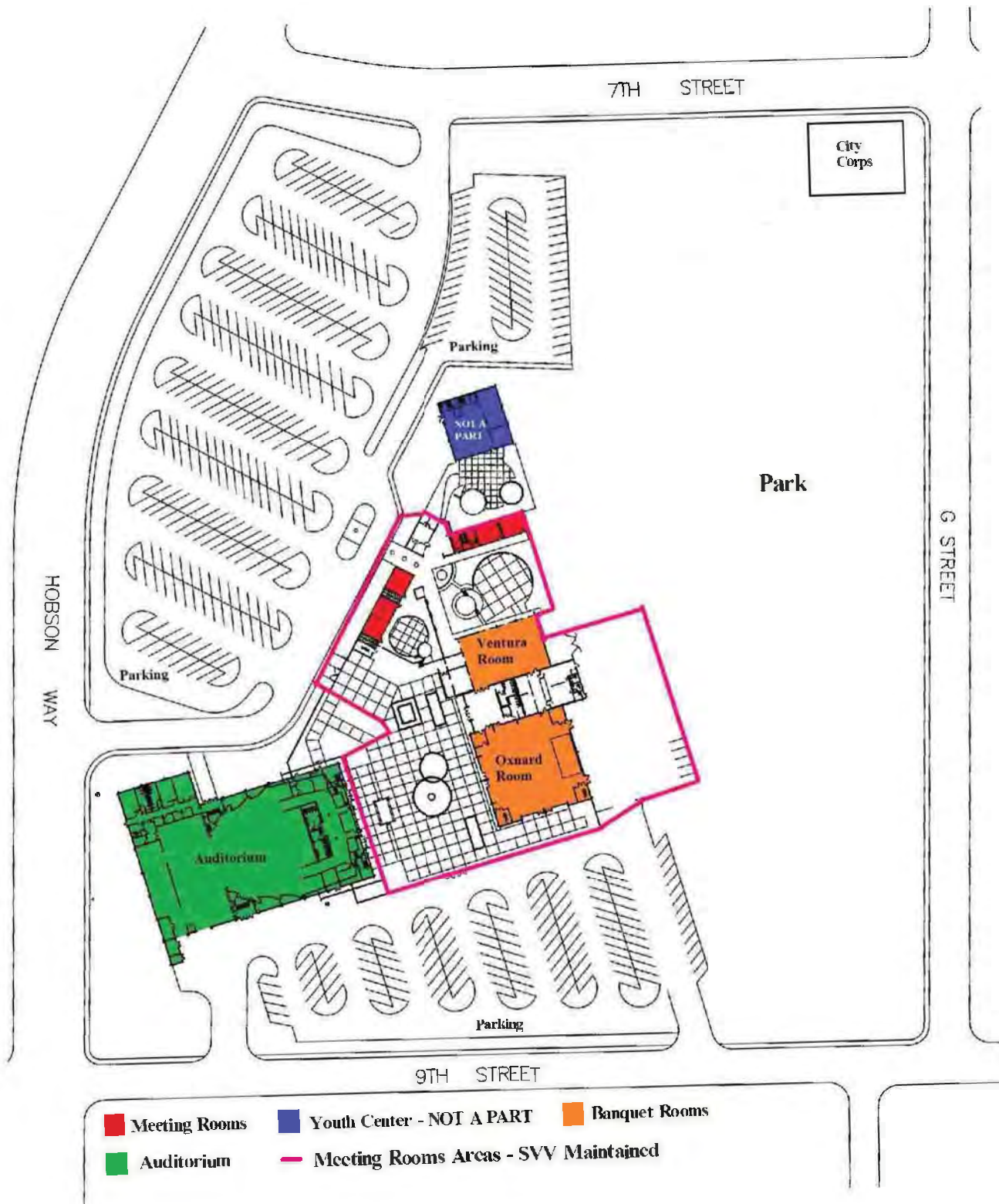
APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) _____ Date _____

EXHIBIT A



EXHIBIT B



PACC CITY OF OXNARD
PERFORMING ARTS & CONVENTION CENTER
800 HOBSON WAY, OXNARD, CA 93030 | 805-385-7995

Thank you for selecting the Oxnard Performing Arts & Convention Center for your special event. Listed below for you are the detailed costs that pertain to your event.

BANQUET ROOM CHARGES

CHARGE	OXNARD ROOM	VENTURA ROOM
Room Rental Fee		
Daytime (8am-3pm)	\$257/hour	\$175/hour
Evening (4pm-11pm)	\$358/hour	\$286/hour
Refundable Cleaning Deposit	\$500	\$500
One-Day Permit	\$73	\$73
Kitchen Fee	\$100	\$100



MEETING ROOM CHARGES (45 PERSON CAPACITY)

FILMORE ROOM	SANTA PAULA ROOM	HUENEME ROOM*
CAMARILLO ROOM	THOUSAND OAKS ROOM*	

*ROOMS MAY BE COMBINED INTO ONE LARGE MEETING ROOM

CHARGE	OXNARD RESIDENT	
Weekday Rental Fee	\$45/hour	2-HOUR MINIMUM FOR MEETING ROOM RENTALS
Weekend Rental Fee	\$65/hour	RENTAL RATES INCLUDE SET-UP WITH EXISTING INVENTORY OF TABLES AND CHAIRS.
Refundable Cleaning Deposit	\$100	ADDITIONAL SET-UPS WILL BE CHARGED EXTRA

INSURANCE REQUIREMENTS FOR FACILITY OPERATORS

1. Operator shall obtain and maintain during the term of the lease the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by Operator, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$3,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

d. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.

e. Crime/Employee Dishonesty Policy in an amount not less than \$3,000,000. The Crime/Employee Dishonesty Policy shall name the City of Oxnard as a Joint Loss Payee.

2. Operator shall, prior to occupation of the premises, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-X. 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 occupation of the premises. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

3. Operator 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. Operator 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 Operator; products and completed operations of Operator; premises owned, occupied or used by Operator; or automobiles owned, leased, hired or borrowed by Operator. 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-X or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

7. All insurance standards applicable to Operator shall also be applicable to Operator's subcontractors. Operator agrees to maintain

appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

2/20

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that 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-X.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$6,000,000 PRODUCTS COMP/OP AGG. \$3,000,000 PERSONAL & ADV. INJURY \$3,000,000 EACH OCCURRENCE \$3,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Property insurance against all risks of loss to any tenant improvements or betterments Crime/Employee Dishonesty Policy				LIMIT OF INSURANCE \$3,000,000

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

CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE _____ 511
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[illegible]

Performing Arts and Convention Center Management Agreement

City Council
Terrel Harrison, Cultural & Community Services Director
February 18, 2020



Bidding Process for an Operator

July 23, 2019

- Public Input on the RFP Scope of Service for PACC

August 5, 2019

- Released RFP qualified operator
- City received four proposals from interested companies; one dropped out.

September 2019

- Interviewed three remaining companies:
 - VenueTech Management Group ("VenueTech"),
 - Lazer Broadcasting,
 - the Corporation/Sterling Venue Ventures.

Evaluation committee ranked VenueTech as the top-rated company.

City Council February 18, 2020

Bidding Process for an Operator

November 12, 2019

- Staff provided the Community Services Committee an update on the selection of VenueTech
- Shortly after that committee meeting, VenueTech decided to withdraw from the process.

December 6, 2019

- The City cancelled the solicitation process.

City Council February 18, 2020

Proposed Operator

Sterling Venue Ventures (SVV)

- Owns and/or operates eight entertainment venues, including:
 - The Canyon Agoura Hills;
 - The Canyon Santa Clarita;
 - The Canyon Montclair;
 - The Rose in Pasadena;
 - The Saban Theatre in Beverly Hills;
 - The Libby in Ojai;
 - The Fox Theatre in Bakersfield; and
 - The Starlight Bowl in Burbank.
- 20 years of experience working in conjunction with major talent agencies and local promoters
- Produces in excess of 1,000 concerts per year in Southern California.

City Council February 18, 2020

Proposed Operator

Sterling Venue Ventures (SVV)

- Two agreements with the City of Oxnard:
 1. PACC Auditorium
 2. PACC Meeting Rooms
- Each agreement requires SVV to provide:
 - programming and the associated staffing,
 - food services, catering, concessions and merchandising;
 - manage the PACC master calendar;
 - coordinate event production needs of all PACC clients;
 - negotiate talent contracts; and
 - develop and implement marketing plans.
- SVV's Management of the Meeting Rooms shall be in coordination with the OPACC Board of Directors.

City Council February 18, 2020

PACC Auditorium

- Five (5) year lease term with option to extend
- SVV to guarantee a minimum of 52 shows per year
 - SVV anticipates to have 104 shows per year
- SVV to install sound and lighting
- SVV to pay City \$2,750 per event in the Auditorium, plus 15% concessions
- For City events the City will be billed \$2,500 for modified use plus Ticketmaster Fees (if applicable) for no more than five (5) events.
- Ticketing for all events will be through SVV's Ticketmaster Account
- City to pay utility costs up to \$121,800

City Council February 18, 2020

PACC Meeting Rooms

- Five (5) year lease term with option to extend
- SVV to pay City 50% of the rental rate per event
- For City events the City will be billed 50% of the rental rate plus Ticketmaster Fees (if applicable)
- Ticketing for all events will be through SVV's Ticketmaster Account
- SVV has option to furnish and set-up fixtures add equipment to the meeting rooms

City Council February 18, 2020

Financial Impact

Oxnard Performing Arts and Convention Center: City Subsidy, Expenses and Revenue			
Fiscal Year	Total Expenses	Total Revenue	Total Subsidy*
2016-17	\$ 1,642,420	\$ 1,565,359	\$ 838,590
2017-18	\$ 2,332,549	\$ 2,344,377	\$ 1,619,651
2018-19	\$ 2,143,931	\$ 2,126,032	\$ 1,270,151

- The FY 19-20 budget is \$410,000 in Measure O for operations through December 31, 2019; and \$80,000 for utilities and maintenance.
 - Provided there are no emergency repairs necessary for the property, the remaining balance of these funds is adequate for the utilities and maintenance through June 30, 2020

City Council February 18, 2020

Financial Impact

	52 Events in Auditorium	104 Events in Auditorium
Projected Rental of Auditorium & Concessions	\$158,000	\$316,000
Projected Rental of Meeting Rooms	\$90,000	\$90,000
Projected Annual Revenues	\$248,000	\$406,000
Estimated Utilities Cost	\$121,800	\$121,800
Landscaping Streetsides	\$6,200	\$6,200
Maintenance	\$120,000	\$120,000
Estimated City Costs	\$248,000	\$287,500
Capital Replacement & Improvements (Restoration Fund):	\$0	\$118,500
Net Profit / Loss for City	\$0	\$0

City Council February 18, 2020



QUESTIONS?



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.3.

DATE: February 18, 2020

TO: City Council

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: Begin the Process to Wean Off of Measure O. (15/10/10)

RECOMMENDATION

That the City Council deliberate and provide feedback and direction on the proposed initial list of savings, reabsorptions, reductions, and cuts. (Reviewed by Measure O Citizen Oversight Committee)

BACKGROUND

In 2007, the public discussions for Measure O centered around the needs for the sales tax, which would be used to protect, maintain and enhance vital City services including police, fire, recreation and streets. In fact, the four largest expenditure categories of Measure O spending have been for police, fire, recreation and streets, as you can see in the first attachment. Furthermore, Eadie + Payne, our external auditors, have not found any inappropriate spending.

As a subset of the General Fund, Measure O has been the “life preserver” that saved the City following the Great Recession of 2008. It has been funding many crucial City services — including Fire Station 8, many firefighter and police officer positions, the 911 system, a street revenue bond, and the Senior Nutrition Program — over the years. However, we are past Measure O’s midpoint, and the sales tax supplement is ending sooner than we may realize, so now is the time to begin weaning ourselves off of that stream of the General Fund.

DISCUSSION

Measure O ends in eight years, which in municipal terms is very soon. Staff recommends that we start preparing for the end of this revenue stream now. While the City does not *have* to start this process immediately, the closer we get to Measure O’s sunset date in eight years, the more drastic the changes would have to be. Also, we may have one-time urgent needs that arise in the next few years; starting this process early gives the Council the flexibility to make reasoned decisions about such uses going forward. Thus, staff recommends beginning this weaning process now in order to have a slow, methodical and smooth weaning process.

There are four options to consider. First, capturing savings would be in areas where we budgeted for use of funding, but such funding is no longer necessary; for example, when we budget \$500,000 for a CIP project, but the bids come back around \$300,000, we have a savings of \$200,000. Second, reductions are an option when the City wants to preserve a project but lower its funding; for example, if the Council authorized a budget of \$300,000 for tree trimming, but the Council later determined we should reduce that budget to \$200,000, that would be a reduction of \$100,000. Third, reabsorptions are where the Council preserves the dollar amount of a project but moves the funding source from Measure O to the General Fund or to other funds. Finally, cuts defund entire projects or programs; staff is trying to avoid cuts unless a project is no longer relevant. Each department that has Measure O funded projects was asked to look at its project list and determine where the City could recommend savings, reabsorptions, reductions, or cuts to projects.

The Recommended Value of Such Savings, Reabsorptions, Reductions and Cuts

The last debt payment we have to make related to Measure O, which is for Fire Station 8, must be made in FY 31-32. In order to be able to cover debt payments due past the sales tax's sunset in November of 2028 — indeed, to plan ahead and save the money necessary to pay off this debt — the City needs to build up the fund balance before the sunset date.

If we use no further Measure O funding for one-time projects, that requires us to implement savings, reabsorptions, reductions, and if necessary, cuts that total \$801 thousand in FY 20-21, \$841 thousand in FY 21-22, and so forth, as listed in the chart below, through the sunset date.

Table: Required Savings, Reabsorptions, Reductions, and Cuts per Fiscal Year

FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
\$0.801M	\$0.841M	\$0.925M	\$1.064M	\$1.276M	\$1.532M	\$1.838M	\$2.206M	\$2.647M

That means if, for example, we save or reduce on a current one-time project, we have made a dent in the weaning process for the current fiscal year. That is not insignificant, but that means in the next fiscal year, we will again have to implement savings, reabsorptions, reductions, and cuts of the total amount listed above. However, if we save or reduce in an ongoing project — one that receives funding year after year — then we can count that savings or reduction not just for the current fiscal year but for future ones as well.

As a starting point, staff has identified 14 projects where weaning is possible. Therefore, this is our initial round of proposed changes to Council. In total, these are a total one-time reduction to Measure O spending of \$1,342,000 as a starting point. This is also a total reduction of Measure O spending of \$247,000 in future fiscal years.

Measure O Citizen Oversight Committee Feedback

Staff brought this item to the Measure O Citizen Oversight Committee meeting on January 23, 2020. We stated in that staff report there were 16 changes, but that was a miscount; staff proposed then the same 14 changes that are proposed to Council herein. The Committee only had concerns about one proposed change: some of the Commissioners voiced concerns about cutting the Five Points Property Land Acquisition (project 185708), suggesting staff should research options for preserving the City's future property acquisition capability or asking residents and nonprofits for contributions to purchase the land (and develop and maintain it later). Staff recommends eliminating the project because the \$278,000 in Measure O funds allocated for the project are insufficient to provide for property acquisition, design and construction of the park, much less for future maintenance of the park. A park project can be reconsidered in this neighborhood once a more thorough analysis is completed and funding is identified. Other than this project, the Commissioners agreed with staff's proposed changes.

Additionally, the Measure O Citizen Oversight Commissioners requested signs be put up in completed projects. Staff installs signs during construction. Staff is now ordering permanent signs to install after construction is complete. Also, the Commissioners requested information on all Measure O projects, especially for ongoing projects, such that they might recommend additional savings, reductions, reabsorptions and cuts. Staff is cleaning up our spreadsheets and will circulate them to the Commissioners. Staff is also committed to continuing quarterly meetings with the Committee to keep it informed of these projects and changes.

Reading the Spreadsheet

For each project listed, you will see the department responsible (IT, Police Department, Community Development, Cultural and Community Services, and Public Works), the year the project was initiated, the annual project budget, the cumulative project budget, the cumulative expenditure, the project frequency (either one-time or ongoing), and the project description. Then, for each project, you will see the proposed savings, reabsorption, reduction or cut, either in a

column titled “Proposed One Time Change” or in another column titled “Proposed Annual Change” to signify if this change would replicate itself every fiscal year. Finally, staff has provided a description of why we are proposing to implement savings, reabsorptions, reductions, or cuts to each project. The chart is color-coded as well such that yellow signifies savings, orange for reductions, pink for reabsorptions, and red for cuts.

Staff requests that the City Council deliberate and provide feedback and direction on the proposed initial list of savings, reabsorptions, reductions, and cuts.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

Council direction on Measure O will be reflected in the Proposed Operating Budget and Capital Improvement Program for FY 2020-21 this spring.

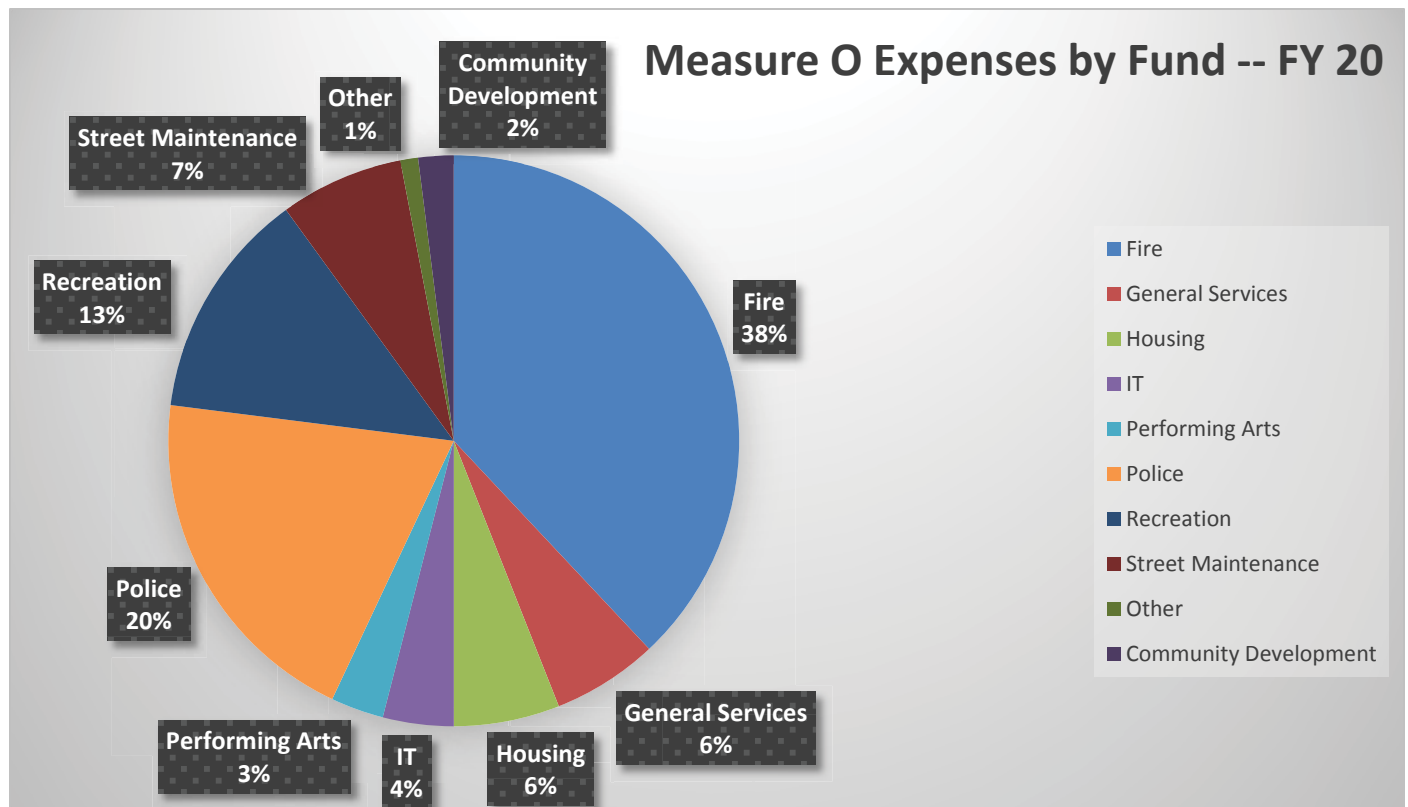
COMMITTEE OUTCOME

The Measure O Citizen Oversight Committee provided feedback and approved the staff recommendation to forward the item for Council approval.

Prepared by: Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Measure O Expenditures
2. Measure O Projects Proposed Changes Spreadsheet
3. **NEW - Measure O Funded Projects - Active and Completed**
4. PowerPoint for Weaning Off of Measure O



	Project Number and Name	Dept.	Year Initiated	Annual Project Budget	Cumulative Project Budget (as of 1.13.20)	Cumulative Expenditure (as of 1.13.20)	Frequency	Project Description	Proposed One-Time Change	Proposed Annual Change	Description of Savings, Reabsorption, Reduction or Cut
1	MO2105 - WORKFORCE SCHEDULING SOFT	IT/PD	2017	60,000	60,000	0	One-Time	The Police Department's methods for scheduling its workforce are antiquated and inefficient. Workforce scheduling is currently done on simple spreadsheets and Microsoft Word documents. Many functions, such as posting overtime or calling employees in to work, are done manually. As a result, considerable staff time is spent managing scheduling on a day-to-day basis. For over a decade, software solutions that are tailored to public safety scheduling have been available. These solutions automate schedule models and other features, so that staff time is significantly decreased, and staff can be re-tasked to perform other functions.	60,000		When the new ERP's ExecuTime program is in place, it will meet this need.
2	MO4301 - SAFE HOMES SAFE FAMILY	CD	2018	FY17-18: FY18-19: FY19-20: 411,524	575,900	307,325	Ongoing	Funding provides for the salaries of one code compliance inspector, one administrative technician, one deputy city attorney, and one paralegal to operate the Safe Homes Safe Families program. The program focuses resources and efforts on existing code compliance cases and will include education, outreach, conducting research, meetings with affected parties, inspections, and enforcement of City Code.		115,000	Moving 100% of paralegal's time and 50% of deputy city attorney's time to General Fund, if such funding is available.
3	14IN02 - ORMOND BEACH ENHANCEMENT	CD	2014	50,000	146,834	98,772	Ongoing	These are for ongoing enhancement activities to the Ormond Beach wetlands area, which include: maintenance of a City installed swing-arm gate at Arnold Road and the Navy Base perimeter road to prevent illegal activities in the parking spaces; the fabrication and installation of directional signage for the area; maintenance of the caretaker's mobile home and office (inclusive of electricity); and the cleaning and pumping of sewage from portable restrooms.		35,000	The City expends approximately \$15,000 annually on this, so the remainder can be reduced.
4	MO4302 - TENANT RELOC ASSISTANCE	CD	2019	50,000	50,000	0	One-Time	This fund will provide immediate relocation assistance for tenants who are displaced from hazardous or dangerous dwellings that have been posted as unsafe by City inspectors due to neglect by the property owner. Any funds used for relocation assistance would be collected from the responsible property owner and/or placed as a lien or special assessment against the property for future collection. This is an element of Safe Homes Safe Family.	30,000		The SHSF program kicked off in full in July 2019 and no requests for assistance have been submitted to date.
5	MO8101 - ECON DEV STRATEGY	CD	2019	100,000	100,000	0	One-Time	An Economic Development Strategic Plan provides an assessment of the existing conditions that drive the economy in Oxnard. The Plan will help local stakeholders and decision-makers implement strategies that will contribute to the City's future economic health. The Plan includes strategic recommendations to enhance Oxnard's business climate, ensure the fiscal health of the City, and support economic growth in a manner consistent with the City's character.	75,000		We are preparing this plan in house by an existing staff person, so there is no need for the additional funds to bid this out to a consultant. Staff will return to Council for authorization to use \$25,000 for some initial implementation steps.
6	MO2110 - FY19-20 POLICE ACADEMY	PD	2020	197,827	197,827	97,827	One-Time	In response to reductions in the General Fund, Measure O funds will allow the Police Department to hire five (5) Public Safety Trainees. These trainees will attend the nearby regional academy in October of 2019. Measure O's contributions are for personnel costs (salary and benefits) of these trainees for the six (6) month period while they are in the academy.	100,000		Academy has 3 employees, which is less than anticipated, so entire amount not needed.

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	Project Number and Name	Dept.	Year Initiated	Annual Project Budget	Cumulative Project Budget (as of 1.13.20)	Cumulative Expenditure (as of 1.13.20)	Frequency	Project Description	Proposed One-Time Change	Proposed Annual Change	Description of Savings, Reabsorption, Reduction or Cut
7	MO1403 - DOWNTOWN ARTS HUB	CCS	2019	97,000	97,000	0	Ongoing	An arts administrator is needed to serve as an organization and community liaison and the City's in-house expert on arts administration. The incumbent will be responsible for supporting the development and oversight of the City's public art program and the Downtown Arts Hub, including seeking out permanent and temporary public art installations; creating or locating community art projects; monitoring ongoing conservation and maintenance work of public art; planning, developing, coordinating, leading, implementing and evaluating arts programs; assisting in organizing special events; providing staff support to the Cultural Arts Commission; and collecting and developing information related to various arts initiatives within the community. The immediate priority is to begin implementation of the Arts Hub Business Plan, which includes developing a call for artists; implementing marketing and communication strategies to coordinate branding and messaging; assisting with the launch of the creative place making mini grant program; implementing and overseeing the artist registry; and assisting with the implementation and coordination of downtown programs and events.		97,000	We are concerned about creating a new position funded wholly out of Measure O. Instead, an existing staff person funded out of the General Fund is overseeing the Downtown Arts Hub, the Arts Fund, and the Cultural Arts Commission. With this approach, implementation of the Downtown Arts Hub Master Plan will be delayed.
8	MO2211 - ROOF REPLC FIRE STATION 5	PW	2020	500,000	500,000	115,574	One-Time	The roof at Fire Station 5 is leaking and needs to be replaced. This building includes living quarters for firefighters.	250,000		This project was bid out, and the remainder is not necessary to complete the work.
9	MO2206 - FIRE STATION 6 ROOF REPAI	PW	2020	666,149	666,149	25,631	One-Time	Replace roof and wood siding at Fire Station 6 in order to prevent damage to structure and equipment and to protect and preserve inventory.	150,000		This project was bid out, and the remainder is not necessary to complete the work.
10	185704 - THOMPSON PARK-HCD IMPRV	PW	2018	56,973	56,973	31,840	One-Time	In late 2017, City Council authorized park facility improvement projects with the recognition of \$1,333,574 of an HCD Grant and approved \$671,973 of Measure O funding to 4 parks (Thompson Park, Campus Park, Lathrop Park, Beck Park) and 5 PTS Prop. Land Acquisition. For Thompson Park, the scope of work entails the installation of a new rubberized walking path around the perimeter of the park.	24,000		Project has been completed.
11	185705 - CAMPUS PARK-HCD IMPRV	PW	2018	117,000	117,000	1,862	One-Time	In late 2017, City Council authorized park facility improvement projects with the recognition of \$1,333,574 of an HCD Grant and approved \$671,973 of Measure O funding to 4 parks (Thompson Park, Campus Park, Lathrop Park, Beck Park) and 5 PTS Prop. Land Acquisition. For Campus Park, the scope of work entails the installation of new water lines to separate the existing 4-inch main in order to continue service to building and for new service for the future landscape areas.	114,000		Campus Park already has existing infrastructure that is able to provide water to the parcel. Additionally, there is an existing recycled water pipeline that extends into the park area that can be used for irrigation in the future. So, this scope of work is not necessary.
12	185706 - LATHROP PARK-IMPRV	PW	2018	110,000	110,000	105,463	One-Time	In late 2017, City Council authorized park facility improvement projects with the recognition of \$1,333,574 of an HCD Grant and approved \$671,973 of Measure O funding to 4 parks (Thompson Park, Campus Park, Lathrop Park, Beck Park) and 5 PTS Prop. Land Acquisition. For Lathrop Park, the scope of work entails installation of a new rubberized walking path around the entire park at the existing fibar walking path.	4,000		Project has been completed.

	Project Name	Dept.	Total Budget for Project	Expense Project-To-Date (as of 1.13.20)	Year Initiated	Project Description
1	MO5603 - FY19-20 PACC SUBSIDY-6MOS	CCS - PACC	410,000	320,186	2020	This is a six-month agreement extension between the City and the non-profit Oxnard Performing Arts Center Corporation for \$410,000 for the operation, maintenance, and management of the Performing Arts and Convention Center. The six-month extension allows the Corporation to host the 114 events it has scheduled through December 31, 2019. Project starts in FY20 with the Adopted Budget of \$410K.
2	MO5604 - FY18-19 PACC SUBSIDY	CCS - PACC	96,270	96,270	2019	Due to PACC over budget, on 7/16/2019 City Council approved to MO Subsidy to PACC for costs associated with temporary PACC labor for FY18-19.
3	MO5601 - PACC AUDITORIUM REPAIRS	CCS - PACC	350,000	309,963	2017	Remove and replace the roofing material and metal flashing on the main rental spaces roof to prevent damage to structures and equipment and to protect and preserve inventory.
4	MO5509 - COLONIA GYM FACIL REPAIRS	CCS - Recreation	18,000	12,332	2017	The Colonia Gym is a facility that improves the quality of life of the community by giving residents a place to exercise, and providing recreation opportunities. Funding will allow for repairs to this facility.
5	MO5511 - NEW SENIOR CENTER	CCS - Recreation	93,250	68,625	2017	Originally on May 2017 amount \$25,000 transferred to New Senior Center from the Community Park Improvements (MO9901) to fund the conceptual design of the proposed new senior center located at 2500 West Fifth Street. Later on November 7, 2017, the Council approved a budget appropriation in the amount of \$68,250 from Measure O funds to Senior Center Facility.
6	MO4302 - TENANT RELOC ASSISTANCE	CD	50,000	-	2019	This fund will provide immediate relocation assistance for tenants who are displaced from hazardous or dangerous dwellings that have been posted as unsafe by City inspectors due to neglect by the property owner. Any funds used for relocation assistance would be collected from the responsible property owner and/or placed as a lien or special assessment against the property for future collection.
7	MO8101 - ECON DEV STRATEGY	CD	100,000	-	2019	Funding will be used for an Economic Development Strategic Plan, which provides an assessment of the existing conditions that drive the economy in Oxnard. The Plan will help local stakeholders and decision-makers implement strategies that will contribute to the City's future economic health. The Plan includes strategic recommendations to enhance Oxnard's business climate, ensure the fiscal health of the City, and support economic growth in a manner consistent with the City's character.
8	MO2210 - FY19-20 FIRE ACADEMY	Fire	711,998	-	2020	The Fire Department will host an academy to fill eleven vacancies in the rank of firefighter. Funding will cover hiring costs, personal protective equipment, salary for recruits while attending the sixteen week academy and station coverage for the cadre. Project starts in FY20 with the Adopted Budget is \$712,998.
9	MO2212 - FY19-20 FIRE OT SUBSIDY	Fire	1,000,000	-	2020	The City Council approved (After Public Hearing 6.5.2019) an augmentation for overtime that will allow all fire stations to remain fully staffed and apparatus to remain in service for the 2019/20 fiscal year. FY19-20 Adopted Budget is \$1M.
10	MO2213 - FIRE STATION ALERT SYS-CW	Fire	250,000	-	2020	The City Council approved the replacement of an aging and failing fire alerting system at six (6) fire stations. The current alerting systems are no longer manufactured; three (3) were borrowed from Ventura County Fire. Alerting systems announce over a loudspeaker that a 911 call has occurred and trigger the response. FY19-20 Adopted Budget is \$250,000.

	Project Name	Dept.	Total Budget for Project	Expense Project-To-Date (as of 1.13.20)	Year Initiated	Project Description
11	MO5102 - HOMELESS SHELTER ACQ	Housing	1,550,000	52,975	2019	This funding will be used to leverage and acquire a suitable building to operate a year-round shelter. This funding will also be used to match the County of Ventura's approval to assist Oxnard with funding for a homeless shelter acquisition. The Housing Department may also use a HUD Section 108 loan to further leverage resources for the acquisition of a building. The County match and Section 108 amounts are pending the cost of prospective real estate. Funding will also be needed to make renovations to a site, such as additional showers, bathrooms, and kitchen and storage facilities. There is also an assessment being made as to the possibility of using the Oxnard Armory as a homeless year-round shelter. Should this option end up being the direction taken by the City, funding will be used to carry out major renovations to the building both inside and outside.
12	MO2105 - WORKFORCE SCHEDULING SOFT	IT/PD	60,000	-	2017	The Police Department's methods for scheduling its workforce are antiquated and inefficient. Workforce scheduling is currently done on simple spreadsheets and Microsoft Word documents. Many functions, such as posting overtime or calling employees in to work, are done manually. As a result, considerable staff time is spent managing scheduling on a day-to-day basis. For over a decade, software solutions that are tailored to public safety scheduling have been available. These solutions automate schedule models and other features, so that staff time is significantly decreased, and staff can be re-tasked to perform other functions.
13	MO2110 - FY19-20 POLICE ACADEMY	PD	197,827	97,827	2020	In response to reductions in the General Fund, Measure O funds will allow the Police Department to hire five (5) Public Safety Trainees. These trainees will attend the nearby regional academy in October of 2019. Measure O's contributions are for personnel costs (salary and benefits) of these trainees for the six (6) month period while they are in the academy. FY19-20 Adopted Budget is \$197,827.
14	MO2109 - AUTOMATED LPRs	PD	145,000	145,000	2019	This funding will be used to acquire license plate readers and repeaters for use in Community Facilities District (CFD) No. 5 (Riverpark).
15	MO2111 - ROOF REPLC-STURGIS ANNEX	PW	1,025,000	-	2020	Replace roof at the Sturgis Annex to preserve property, evidence, and equipment stored in the building. This building houses personnel as well as valuable Police Department assets. The roof currently leaks. FY19-20 Adopted Budget is \$1,025,000.
16	MO2211 - ROOF REPLC FIRE STATION 5	PW	500,000	-	2020	The roof at Fire Station 5 is leaking and needs to be replaced. The plans for the replacement are nearly complete. This building includes living quarters for firefighters. FY19-20 Adopted Budget is \$500,000.
17	MO2206 - FIRE STATION 6 ROOF REPAIR	PW	666,149	24,433	2017	Replace roof and wood siding at Fire Station 6 in order to prevent damage to structure and equipment and to protect and preserve inventory.
18	MO5515 - ROOF REPLC-COLONIA GYM	PW	605,000	-	2020	Measure O funds the replacement of the roof for both the gym and youth center to prevent damage to structures and equipment and to protect and preserve inventory. FY19-20 Adopted Budget \$605K.
19	MO5516 - ROOF REPLC-WILSON CENTER	PW	400,000	-	2020	Measure O funds the replacement of roofs for the office, the arts building and the senior center to prevent damage to structures and equipment and to protect and preserve inventory. FY19-20 Adopted Budget \$400K.

	Project Name	Dept.	Total Budget for Project	Expense Project-To-Date (as of 1.13.20)	Year Initiated	Project Description
20	MO5602 - ROOF REPLC-PACC RENTAL	PW	295,000	-	2020	Remove and replace the roofing material and metal flashing on the main rental spaces roof to prevent damage to structures and equipment and to protect and preserve inventory. FY19-20 Adopted Budget \$295K.
21	MO1602 - CH.ISL HARBOR WTR QUALITY	PW	306,045	306,045	2019	On Nov 13, 2018, CC approve and authorize the Mayor to execute the First Amendment to Agreement No. A-8093 with Aquatic Bioassay & Consulting Laboratories, Inc. in the amount of \$306,045 for ongoing services relating to the Channel Islands Harbor water quality issue. (In June 2018, the Channel Islands Harbor experienced a degradation event, resulting in a discoloration of the water and a small amount of marine life death. The areas most affected were in the back basins between Westport and Seabridge Community Facilities Districts.)
22	MO5712 - TREE MORTALITY EVENT RESP	PW	87,500	-	2019	On June 18, 2019, the City Council approve a budget appropriation in the total amount of \$376,250, including \$87,500 from Measure O funds to be used to leverage \$288,750 from grant funds for dead tree removal (called the "Tree Mortality Event Response").
23	185705 - CAMPUS PARK-HCD IMPRV	PW	117,000	1,862	2018	On November 14, 2017, City Council authorized Park facility improvement projects with the recognition of \$1,333,574 of HCD Grant and approved \$671,973 of MO funding to 4 parks (Thompson Park, Campus Park, Lathrop Park, Beck Park) and 5 PTS Prop. Land Acquisition. For Campus park the fund will be used to install a new water lines to separate the existing 4" main in order to continue service to building and for new service for the future landscape areas.
24	185708 - 5 PTS PROP-LAND ACQ	PW	278,000	-	2018	On November 14, 2017, City Council authorized Park facility improvement projects with the recognition of \$1,333,574 of HCD Grant and approved \$671,973 of MO funding to 4 parks (Thompson Park, Campus Park, Lathrop Park, Beck Park) and 5 PTS Prop. Land Acquisition. The funding for this project will be used to acquire all three parcels at the 5 points neighborhood and merged them for a future Park.
25	MO5708 - PARKS MASTER PLAN	PW	325,000	324,996	2018	City Council approved on Feb 20, 2018, amount \$325,000 Funding for Parks and Recreation Master Plan. Master Plan is required for development of Oxnard 5- Year Capital Improvements Plan and for securing funds from future State Parks Bonds
26	MO5704 - LEMONWOOD ENVIRON & LAND	PW	108,333	86,312	2013	To complete phase II of the environmental oil well site remediation. (Environmental studies are legally required to determine any potential environmental issues on the old oil well site.)
27	MO7301 - FIBER MASTER PLAN	IT	100,000	85,950	2017	The Fiber Master Plan provides a blueprint for how the City can leverage its investment in fiber optic infrastructure for the benefit of government innovation, businesses and anchor institutions, and possible future residential use. This network will enhance existing and future commercial zones and developments by providing Internet service directly to businesses and institutions through third party public-private partnerships. It will also allow the City the flexibility of later providing Smart City applications such as security cameras for police and traffic control, ubiquitous municipally-provided Wi-Fi internet access, support for smart sensors, smart parking and traffic detection, and pedestrian/bicycle safety technologies.
TOTAL			9,845,372	1,932,776		

Measure O Funded Active One-Time Projects

ITEM #L-3

Project Name	Dept.	Total Budget for Project	Expense Project-To-Date (as of 1.13.20)	Year Initiated	Project Description
		Savings			
		Reductions			
		Cut Project Entirely			

	Project Name	Dept.	Budget Project-To- Date (as of 1.13.20)	Expense Project-To- Date (as of 1.13.20)	Year Initiated	Project Description
1	MO5401 - HMWORK CENTR MAIN LIBRARY	CCS - Library	159,110	129,582	2013	These funds provide the Homework Center for twenty hours per week year-round. The program consists of a part-time library aide and volunteers.
2	MO5402 - LIBRARY WI-FI OPERATIONAL	CCS - Library	7,689	7,689	2013	Measure O supports Wi-Fi availability at the Main Library, South Oxnard and Colonia Branch Libraries during all library open hours. Wi-Fi allows electronic device to exchange data wireless over a computer network. Wi-Fi expands computer access to Oxnard residents.
3	MO5403 - LIBRARY INTEGRATED SYSTEM	CCS - Library	270,233	270,233	2014	The Library's Sirsi ILS was antiquated and inefficient, which necessitated intensive staff support, as the vendor would no longer maintain it. The implementation of the new Polaris system helped create a more efficient library operation by saving valuable staff time and bringing the Oxnard Public Library into the 21st century with its ease of use and modern technology. Polaris ILS is an automated solution with many versatile modules and features directly linked to the public. The system allows for more efficient check-in and check-out, billing and invoicing, cataloging and public access to the library's 400,000 volume collection.
4	MO1403 - DOWNTOWN ARTS HUB	CCS - PACC	97,000	97,000	2019	An arts administrator is needed to serve as an organization and community liaison and the City's in-house expert on arts administration. The incumbent will be responsible for supporting the development and oversight of the City's public art program and the Downtown Arts Hub. These assignments include seeking out permanent and temporary public art installations; creating or locating community art projects; monitoring ongoing conservation and maintenance work of public art; and planning, developing, coordinating, leading, implementing and evaluating arts programs. The administrator will also assist with the organization of special events, provide staff support to the Cultural Arts Commission, and collect and develop information related to various arts initiatives within the community. The immediate priority is to begin implementation of the Arts Hub Business Plan. This includes developing a call for artists, implementing marketing and communication strategies to coordinate branding and messaging, assisting with the launch of the creative place making mini grant program, implementing and overseeing the artist registry and assisting with the implementation and coordination of downtown programs and events.
5	MO5513 - RECREATION SVCS	CCS - Recreation	171,470	85,735	2019	For FY2018-19, a portion of City Corps Townkeeper Program funding will be transferred to General Fund for subsidy of Recreation Services internal charges.
6	MO5514 - OXNARD AFTERSCHOOL	CCS - Recreation	215,346	107,673	2019	For FY2018-19, a portion of City Corps Townkeeper Program funding will be transferred to General Fund for subsidy of Oxnard Afterschool ASES Program.

	Project Name	Dept.	Budget Project-To- Date (as of 1.13.20	Expense Project-To- Date (as of 1.13.20)	Year Initiated	Project Description
7	MO5504 - PAL OPERATIONAL	CCS - Recreation	649,761	545,745	2014	Enhance Police Activities League in the areas of coaching and soccer. Measure O helps provide a ten-week summer basketball program that serves over 200 children. The moneys also provide the Summer Lunch Program in conjunction with the United States Department of Agriculture (USDA) at three sites (Southwinds, PAL, and Colonia), which serves over 1,300 children daily for ten weeks. The funds are also used for the Movies in the Park program, which reaches over 4,000 residents, and for a year-round Youth Directors program that teaches youth leadership and life skills. Measure O funding pays for the PAL boxing tournament, which allows Oxnard boxers to compete in a National PAL competition, and for an increase in staff levels during the school year because of the high attendance of youth at the PAL facility.
8	MO5506 - COLLEGE PARK PROGRAMS MO	CCS - Recreation	437,102	369,924	2014	It is estimated that within the City of Oxnard there are over 15,000 youth as well as adult soccer players. To help secure their safety as well as a positive environment, the City monitors College Park. The monitoring of College Park includes soccer, flag football, skateboarding and any other recreational program that brings high attendance to the park. The monitors at College Park are also responsible for lining the athletic fields in addition to staffing the snack bar for high attendance events.
9	MO5507 - CITI CORPS TOWNKEEPER	CCS - Recreation	4,039,647	3,268,910	2014	This program engages at-risk youth through programs that increase residents' services and neighborhood cleanliness through focused and sustained enhancement activities. Starting in FY 2018-19, full costs of City Corps and Recreations Grants internal charges were centralized or transferred to the General Fund with Measure O providing the subsidy.
10	MO5508 - PRESCHOOL TO YOU	CCS - Recreation	504,994	420,460	2014	This program operates during the regular school year (September through June). The staff conduct classes in a neighborhood park or recreation center at different locations throughout the City. This provides an opportunity for preschool-age children to participate in activities that prepare them for enrollment into kindergarten. Teachers work with the children on developing fine motor skills, recognizing letters and numbers, nutrition, physical fitness, social skills, and other relevant skills that will help with their successful transition into elementary schools. This program also offers a summer session that focuses on recreational themes and continuing to develop relevant social skills.
11	MO5501 - MOBILE ACT CENTER SVCS	CCS - Recreation	162,442	132,067	2013	The MAC serves as a mobile recreation center. The Mobile Activity Center currently visits 16 parks (two per week) over an eight-week summer period. The staff engage the neighborhood youth in various activities such as crafts, board games, sports, other recreational games, a jolly jumper and the City Corps Wagon Train.
12	MO5502 - SR NUTRIT PROG ENHANCEMNT	CCS - Recreation	112,445	103,433	2013	Senior Services provides a daily average of fifty to sixty congregate meals at two locations--the Wilson Senior Center and the Palm Vista Senior Center--five days a week. In addition to the congregate meals served daily, Senior Services administers a home delivery program for homebound seniors. Through a contract with Food Share, seniors receive ten frozen meals bi-weekly at their homes. The City currently serves between 90 to 105 homebound seniors. Food Share stores the meals and delivers them. This program is available for seniors who are at least 60 years of age and is in partnership with the County of Ventura's Area Agency on Aging.

	Project Name	Dept.	Budget Project-To- Date (as of 1.13.20)	Expense Project-To- Date (as of 1.13.20)	Year Initiated	Project Description
13	MO5505 - DAY AT PARK-SPEC NEEDS	CCS - Recreation	41,987	32,804	2013	This funding enhances the special populations program by offering additional program days in June through August and a special holiday event in December. Also, this funding supports our Challenger Football program and helps the Challenger Baseball program.
14	MO1401 - SPANISH LANG INTP-CC MTG	CM	182,399	178,631	2013	Measure O funds language interpreting and translating provided on-location, conference English-Spanish/Spanish-English interpretation services for City Council meetings and broadcasting over the City's government channel SAP system and for members of the public in attendance at the meetings. Interpretation services are provided at regular and special City Council meetings.
15	MO4301 - SAFE HOMES SAFE FAMILY	CD	575,900	307,324	2018	Funding provides for the salaries of one code compliance inspector, one administrative technician, one deputy city attorney, and one paralegal to operate the Safe Homes Safe Families program. The program focuses resources and efforts on existing code compliance cases and will include education, outreach, conducting research, meetings with affected parties, inspections, and enforcement of City codes.
16	14IN02 - ORMOND BEACH ENHANCEMENT	CD	146,834	102,819	2014	Measure O funding provides for ongoing enhancement activities to the Ormond Beach wetlands area, which includes: maintenance of a City installed swing-arm gate at Arnold Road and the Navy Base perimeter road to prevent illegal activities in the parking spaces; the fabrication and installation of directional signage for the area; maintenance of the caretaker's mobile home and office (inclusive of electricity); and the cleaning and pumping of sewage from portable restrooms.
17	MO1601 - ERP FINANCIAL 10-YR. LEAS	Finance	325,000	-	2,019	The City's current finance system is over twenty years old and is no longer capable of meeting today's financial reporting requirements. The City's external auditors reported 111 audit findings in FY2015, with approximately 25 findings related to deficiencies in the current system. This new system will allow the City to cure the audit findings, provide better reporting, offer more transparency for the public, and be more efficient in the use of staff time.
18	MO1603 - MEASURE O AUDIT	Finance	22,000	22,000	2019	The Measure O ordinance requires the revenues and expenditures related to Measure O be included in the City's annual financial audit. The City's external auditor, Eadie & Payne, will perform agreed-upon procedures on Measure O revenues and expenditures in both the FY 2018-19 and 2019-20.
19	MO2208 - HANDHELD RADIOS	Fire	123,969	103,502	2019	Annual lease payment for the 2018 Bank of America Lease Purchase or Line of Credit for the purchase of eighty-five portable handheld radios for Fire. This debt will expire in September 2024.
20	MO2209 - FIRE ADVNCD LIFE SUPPORT	Fire	269,590	187,093	2019	Measure O funds were used for the Advanced Life Support (ALS) program, which enhances our emergency medical program by providing a paramedic service. We will be able to bill for cost recovery and fund any difference from the Fire Department's budget in the next fiscal budget year. Oxnard Fire now provides Basic Life Support as well as ALS.

	Project Name	Dept.	Budget Project-To- Date (as of 1.13.20	Expense Project-To- Date (as of 1.13.20)	Year Initiated	Project Description
21	MO2207 - FIRE TRUCKS	Fire	518,565	432,949	2018	Fire Truck Line of Credit 2018. The City Council approved the purchase of two fire engines at the midyear budget, February 2018. In order to conserve actual cash, the Council approved the use of a line of credit. This line of credit was beneficial to the City as the rates were below current market-rates. This will allow the City to save its cash, while taking advantage of very low borrowing rates.
22	MO2203 - FIRE STATION 8 LEASE DEBT	Fire	5,483,736	5,151,986	2017	Debt payment of Fire Station 8.
23	MO2201 - FIRE STATION 8 OPERATIONS	Fire	14,497,214	13,474,289	2014	The City operates the College Park Headquarters Fire Station Number 8 located on 3.1 acres on the southeast corner of South Rose Avenue and the East Channel Islands Boulevard. The four-apparatus bay station contains 13,036 square feet with living quarters. The station has an engine company, a truck company and a battalion chief for a staff of eight firefighters per work shift with a total of 24 firefighter positions. This is a stand-alone station that has its own fueling and emergency power systems and is designed to be an essential public safety building. Measure O pays both for operations and the lease debt payment for this fire station.
24	MO2202 - FIRE TRUCK LEASE 2013	Fire	676,211	589,620	2014	Fire Truck Lease 2013. Continue annual lease payment of a new fire ladder truck replacing an existing 1973 Seagrave Aerial Ladder truck. The \$169,183 annual debt payment will expire in 4/1/2020. Post FY2019/20, MO projection / forecast did exclude future debt payment of MO2202. Debt expires in April of 2020.
25	MO5101 - HOMELESS PROGRAM	Housing	1,396,431	856,308	2019	Funding will provide support for start-up and operational costs for a year-round shelter facility for the homeless. This includes contracting with an operator agency to staff and manage the facility. The shelter will act as a navigation center with 24 hour security, sleeping, hygiene and nutrition services. Shelter participants will also receive medical referrals, social services, and mental health services, along with bridge and permanent housing opportunities. Other services will include street outreach, workforce training and educational programs in order to establish
26	MO2102 - 911 SYSTEM (CAD/RMS) OPERATIONAL	IT/PD	2,871,639	2,613,899	2012	Measure O funds were approved in 2011 to purchase a new computer system that serves three critical public safety functions: computer assisted dispatching, records management, and mobile data communications to improve response times and public safety. We acquired the New World (now Tyler Technologies) product and have been operational with its system since September 2013.
27	MO2108 - DISPATCH CONSOLES	PD	720,967	601,935	2019	The City Council approved the purchase of two fire engines and Police dispatch consoles at the mid-year budget in February 2018. To conserve cash, the Council approved the use of a line of credit. This line of credit was beneficial to the City as the rates were below then-current market rates. This will allow the City to save its cash while taking advantage of very low borrowing rates. This debt will expire September 2024.

	Project Name	Dept.	Budget Project-To- Date (as of 1.13.20	Expense Project-To- Date (as of 1.13.20)	Year Initiated	Project Description
28	MO2101 - ENHANCE COMMUNITY POLICE	PD	10,874,139	8,911,147	2014	The addition of two beats, one each in Districts 1 and 2, would allow officers more time to proactively address problems in the beats and better distribute the workload. Smaller areas of responsibility would shorten response times and allow for more problem-solving and directed enforcement, including gang suppression and traffic enforcement. These smaller beats will allow officers to better practice their community policing philosophy.
29	MO3103 - 2014 LEASEREV STREET BOND	PW	6,662,243	5,317,193	2017	This is the debt payment for streets resurfacing improvements. Debt payments expire in June 2029.
30	MO5702 - EAST VILLAGE PARK OP MAIN	PW	302,553	215,862	2016	East Village park was a newly constructed neighborhood park located at 2051 Jacinto Drive in Oxnard adjacent to the Rio Rosales School. Construction started on the park in August 2014. This park is to be a joint use park between the neighborhood and the school during regular school hours. The park contains a playgroup with
31	MO3101 - ITS ANNUAL MAINTENANCE	PW	204,875	110,696	2014	The Intelligent Transportation System maintenance contract provides for troubleshooting, monitoring, and repair of: existing ITS software; hardware networking systems, including routers, switches, and fiber optic connections; video detection hardware and software; and Closed-Circuit Television (CCTV) cameras at intersections. The maintenance contract ensures the functionality and effectiveness of the system to monitor and respond to traffic incidents, hardware failures, and emergency vehicle preemption.
32	MO3102 - ALLEY & ROADWAY REPAIR	PW	1,374,562	1,157,550	2014	To reconstruct badly deteriorated alleys throughout the City and repair badly deteriorated sections of neighborhood and major City streets to avoid costlier reconstruction.
33	MO5701 - COLLEGE PARK MEAS.O MAINT	PW	2,321,473	2,076,722	2013	Measure O funds are utilized to support the operations and maintenance of College Park. College Park consists of five athletic sport fields with professional lighting; basketball courts, a skatepark, a complete kitchen-type concession stand; a group area; ADA-compliant restrooms; a parking lot; security lighting, landscaping and irrigation; a maintenance yard; maintenance equipment; and fencing to protect the investments in this park.
34	GENERAL FUND REPAYMENT OF LOAN	-	0	0	2015	This is the repayment of loan the General Fund allocation that was awarded in 9/10/15. This payment will be complete in 6/30/25.
TOTAL			56,419,526	47,982,780		

Reductions

Reabsorptions

Cut Project Entirely

	Project Name	Frequency	Dept.	Budget Project-To-Date (as of 7.29.19 for FY18-19)	Expense Project-To-Date (as of 7.29.19)	Year Initiated	Project Description
1	135401 - LIBRARY-Wi-Fi	One-Time	CCS - Library	54,573	54,573	2013	On October 9, 2012, Council approved \$2M for MO Funding, of which \$60K was allocated to Library Wifi.
2	15IN15 - COMMUNITY BASED ORG CONTR	One-Time	CCS - Recreation	584,692	584,692	2014	Support youth-at-risk through programs provided by community-based organizations.
3	I55121 - SENIOR PROG ACQ & REPAIR	One-Time	CCS - Recreation	96,921	96,920	2012	On May 15, 2012, Council appropriated MO funding to enhance facilities and programs for Oxnard seniors that would provide for a new facility or upgrading existing facilities depending on what best meets the needs of the senior community.
4	MO5510 - SENIOR CENTER FACILITY	One-Time	CCS - Recreation	22,712	482	2012	Study to perform the improvement of an existing Senior Center and/or the construction of a new center. *\$22,300 was unappropriated back to fund balance
5	115501 - TENNIS COURT RESURFACING	One-Time	CCS - Recreation	74,900	74,900	2011	Repair and resurface the courts at the Oxnard Tennis Center to ensure the safety of players and enhance the enjoyment of the facility.
6	115502 - SO. OXNARD CENTER FLOOR	One-Time	CCS - Recreation	62,131	62,131	2011	Repair and resurface the floor at the South Oxnard Center to ensure the safety of program participants and the full utilization and enjoyment of the facility.
7	MO1402 - SUMMER INTERN PROG	One-Time	CM	22,426	22,426	2018	Council approved \$25,000 February 20, 2018, for Summer internship program. Students participating in the annual Summer at City Hall will receive a stipend of \$660 for their participation in the internship program for high school students. The city will work with the Ventura County Civic Alliance to select students and a third-party organization that will serve as the employer of record and be responsible for managing employees, time sheets and for paying employer taxes and workers compensation insurance. The city will act as a host agency.
8	11IN01 - ALLIANCE SAFETY BLUEPRINT	One-Time	CM	96,800	96,800	2014	On April 26, 2011, City Council adopted the Safety Action Framework for Empowered and Thriving Youth (SAFETY) Blueprint developed by the Oxnard Alliance for Community Strength. On July 27, 2010, City Council appropriated \$96,800 in Measure O funding for SAFETY Blueprint which included expansion of Recreation activities aimed at prevention.
9	I14126 - FARM MUSEUM	One-Time	CM	50,000	50,000	2013	Council approved \$50,000 on October 9, 2012, for the Construction of Oxnard Historic Park under Measure O Farm Museum.
10	I14121 - ACTION PLAN TASK FORCE	One-Time	CM	2,025	2,025	2012	On Nov. 15, 2011, CC approved MO funding related to Alliance Safety Blueprint and Action Plan Task Force.
11	I14122 - ACTION PLAN TRANS/INTERP	One-Time	CM	9,846	9,846	2012	On Nov. 15, 2011, CC approved MO funding related to Alliance Safety Blueprint and Action Plan translation and interpretation services.
12	I14123 - ACTION PLAN EVALUATION	One-Time	CM	30,000	30,000	2012	On Nov. 15, 2011, CC approved MO funding related to Alliance Safety Blueprint and Action Plan Evaluation.
13	MO1404 - DOWNTOWN MARKET STUDY	One-Time	CD	25,000	22,206	2019	The City retained The Natelson Dale Group, Inc. (TNDG), a professional consulting firm specializing in market/financial analyses, which is preparing an assessment of potential development demand in Downtown Oxnard, identifying potential market niches within the larger competitive region, and attracting future downtown development. This will result in a baseline of market conditions relevant to the downtown's place in the larger City and Ventura County region. This report was completed in May 2019. Staff is now developing an action plan from this baseline document.

	Project Name	Frequency	Dept.	Budget Project-To-Date (as of 7.29.19 for FY18-19)	Expense Project-To-Date (as of 7.29.19)	Year Initiated	Project Description
14	MO4101 - CIVICSPARK INTERN-LCLPLN	One-Time	CD	25,000	25,000	2019	Funding has provided the City with an opportunity to participate in the CivicSpark Fellowship Program. CivicSpark is a Governor's Initiative AmeriCorps program dedicated to building capacity for local governments in California to address community resilience issues such as climate change, water resource management, and access to opportunities through eleven-month internships. The City is seeking a CivicSpark fellow to assist the City in the Local Coastal Program update. The CivicSpark fellow will also provide technical assistance in analyzing the results of assessment reports and provide recommendations on which strategies, policies and regulations are best suited to the specific conditions, development patterns, and resources of the City's coastal zone. Additionally, the CivicSpark fellow will provide assistance in facilitating public workshops and prepare and revise the regulatory amendments based on decision-maker input. The CivicSpark fellow's knowledge of the emerging topics related to sea level rise will provide a valuable service to the City when preparing policies and regulations and interacting with the general public, outside agencies and decision-makers.
15	14IN01 - LOCAL COASTAL PLAN UPDATE	One-Time	CD	50,000	50,000	2014	On June 4 2013, Council adopt a resolution authorizing the City Manager to submit an application for NTE \$250K in California Ocean Protection Council (OPC) grant funds, to be used to update the Oxnard Local Coastal Program. The grant was to develop updated Local Coastal Programs with an emphasis on conserving and protecting coastal resources from sea-level rise and related climate change impacts such as extreme weather events. The Local Coastal Plan update planning grant requires a local match of at least 10 percent which would be provided by the General Fund, Measure O as directed by the City Council.
16	MO2204 - FIRE STAND OF COVER STUDY	One-Time	Fire	47,540	47,540	2016	A Standards of Cover includes a critical analysis of historical data, existing and proposed deployment strategies, distribution and concentration of resources based on time parameters, identification of community risks and expectations, and collection of data on reliability of response. The results of the evaluation will serve as the Oxnard Fire's Standard of Response Coverage Plan; providing a transparent and justified growth and deployment plan for Fire resources as the City evolves.
17	MO2205 - SELFC BREATHING APPARATUS	One-Time	Fire	100,000	100,000	2016	City Council October 11 2016, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments for the purchase of breathing apparatus.
18	I22112 - FIRE ACADEMY 14-15 Jan15	One-Time	Fire	603,424	603,424	2014	Fire Academy Training Course
19	I22109 - FIRE ACADEMY 2012	One-Time	Fire	256,974	256,974	2014	Fire Academy Training
20	132201 - FIRE STATION 8 @ COLLEGE	One-Time	Fire	849,628	849,628	2013	Calls for service have increased by 46 percent in the last 10 years from 9,077 in 1999 to 13,211 in 2009. Fire Station #8 will enhance response times, getting closer to goal of 5 minutes.
21	772232 - 2012 FEMA LADDER TRUCK	One-Time	Fire	343,728	343,728	2013	On June 3 2013, City Council issued an Authorization to Accept a Grant Award from the Federal Emergency Management Agency Assistance to Firefighters Grant - Vehicle Acquisition, Aerial Ladder Truck. A special budget appropriation recognizing grant award of \$906,242 and provide matching funds of \$343,758 from Half Cent Sales Tax (Measure O).

	Project Name	Frequency	Dept.	Budget Project-To-Date (as of 7.29.19 for FY18-19)	Expense Project-To-Date (as of 7.29.19)	Year Initiated	Project Description
22	I22111 - FIRE ACADEMY 13-14 JULY13	One-Time	Fire	1,000,000	999,999	2013	Fire Academy Training Course
23	I22110 - FIRE ACADEMY 12-13 NOV12	One-Time	Fire	607,689	607,689	2013	Fire Academy Training
24	112201 - FIRE STATION ASPHALT REPC	One-Time	Fire	295,722	295,722	2011	Replace asphalt at Fire Stations 1, 2 and 4 to ensure that response capabilities are not negatively impacted by deteriorated station driveways.
25	MO2107 - POLICE BUILDING C ROOF RE	One-Time	PD	603,516	603,516	2017	Police Station roof replacement
26	MO2103 - BODY CAMERAS	One-Time	PD	216,148	216,148	2016	Body worn cameras have been shown to enhance the effectiveness of Law Enforcement while promoting professional accountability and aiding in event documentation. Body cameras hope to increase transparency, officer accountability, and enhance the public's trust and confidence in the Police Department. These systems have also been proven to deter violence or other negative behavior by individuals who may otherwise choose to assault a victim or an officer. The body cameras has the capability to store digital evidence such as videos, photos, and audio files.
27	MO2104 - PUB SAFETY VEHICLE REPLAC	One-Time	PD	431,668	431,668	2016	In order to provide the community with the best services possible, older public safety vehicles, which require costly repairs, need to be replaced by new vehicles to best serve the community. By replacing the older vehicles, it allows the Police Department to better serve and protect the community.
28	MO2106 - ANIMAL SHELTER FEAS STUDY	One-Time	PD	16,100	16,100	2016	Oxnard has been subjected to steadily increasing costs related to the Ventura County Animal Shelter (VCAS). For example, Oxnard's estimated costs for FY 2015-2016 were as high as \$1.7 Million. Despite Oxnard's efforts to decrease shelter intake, VCAS plans to restructure its costs, which will contribute to further annual increases. Unless alternatives are explored, Oxnard has few to no other options. It is proposed that Oxnard contract an expert opinion concerning the feasibility of starting and operating its own municipal animal shelter. Consideration would also be given to regional partnering with other neighboring cities. The study would explore location possibilities, construction and startup costs, as well as ongoing operating costs such as personnel/services/supplies.
29	I14125 - PRISONER RE-ENTRY EFFORTS	One-Time	PD	22,200	22,200	2012	Amount \$22,200 was a transfer from Alliance Safety Blueprint appropriation to sub-alpha project per Council appr on July 27 2010 and reappropriation on November 15 2011. The amount was allocated for prisoner re-entry program contract (total contract of \$44,400 with the County of Ventura contribution of \$22,200 for a joint County/City partnership.)

	Project Name	Frequency	Dept.	Budget Project-To-Date (as of 7.29.19 for FY18-19)	Expense Project-To-Date (as of 7.29.19)	Year Initiated	Project Description
30	MO5710 - TREE TRIMMING SVCS PROGRM	One-Time	PW	250,000	239,016	2019	On Sep 18 2018 City council approved a budget appropriation in the amount of \$250,000 from the Measure O Special Sales Tax Fund Balance to augment contractual Citywide Tree Trimming Services Program (MO5710). The City of Oxnard has 56,000 City trees in its inventory. City tree locations are mapped using the City's Geographic Information System (GIS) and are categorized by location and species. The City has a current backlog of 2,700 trees that need to be trimmed and maintained. Reductions in staffing and limitations in budget appropriations have reduced the tree maintenance activities of the City. The effects of a prolonged drought have also impacted the City's urban forest, resulting in a greater need to trim City trees. The Fiscal Year 2018-19 budget contains \$90,000 of operational street tree trimming services. The \$250,000 will allow the Public Works Department to augment the current contract for tree trimming and maintenance services and eliminate the backlog. The contractual work will be performed on a grid basis, meaning that City blocks will be targeted for maintenance rather than responding to individual trees throughout the City.
31	MO5711 - PARKS MOWERS ACQUISITION	One-Time	PW	202,300	202,300	2019	On Dec 4 2018 City Council approved Purchase Order with Turf Star in the amount of \$202,300 for the purchase of two (2) 16 foot turf lawn mowers. The mowers complete 17 parks a week, totaling 256 acres. These two mowers are mainly used for large turf areas and athletic fields throughout the City's parks system.
32	093108 - ITS CONSTR TMC & SEC 1&2	One-Time	PW	3,500,000	3,500,000	2011	CC on October 11,2011 approved Citywide installation of the Intelligent Transportation System (ITS). ITS Master Plan to deploy strategies improving mobility and safety for the traveling public with the Oxnard region. Installation of new conduit citywide, fiber optic backbone, upgrade traffic signal equipment, install traffic surveillance cameras and battery backup system at various locations.
33	MO5512 - COL GYM CONCRETE&FENCE	One-Time	PW	20,000	20,000	2018	On Feb 20, 2018, City Council approved appr amount \$20,000 for Site Improvements to Colonia Boxing Gymnasium for the Replacement of Concrete Apron and Driveway; New Security Fencing and Shade Structure
34	MO5709 - DEAD TREE REMOV-PARKS	One-Time	PW	49,980	49,980	2018	On February 1, 2018, the Measure O Citizen's Oversight Committee reviewed a \$50,000 allocation for the removal of dead trees in city parks. If Council approves the budget adjustment, the Parks Division will work with West Coast Arborists to schedule the tree removals based on risk factors and potential liability. A total of 301 dead trees have been identified in city parks. There are additional trees in the park system that are either dead, dying, or diseased, but staff believes that they can remove these trees as necessary. The contracted cost for removal will vary, depending on size, location, and species. But a good average cost is between \$750-1,000 per removal. With the limited funding available, staff will look to contract out trees larger than 25 feet in height and trees with a Diameter at Breast Height (DBH) of 12 inch-16 inches or above.

	Project Name	Frequency	Dept.	Budget Project-To-Date (as of 7.29.19 for FY18-19)	Expense Project-To-Date (as of 7.29.19)	Year Initiated	Project Description
35	MO1001 - CITY HALL 305 ELEVATOR RE	One-Time	PW	200,912	200,912	2017	On May 8, 2018, City Council approved the award of the contract for the Elevator Renovation Project at 305 W. Third Street to Republic Elevator Company in the amount of \$162,890. At that time, Council also approved an additional \$16,289 for Project contingency and \$16,289 for inspections and project management. The Project involves the upgrade and modernization of the hydraulic passenger elevator located in the east wing of the Civic Center facility, which was installed when the building was constructed in 1969. In October 2018 additional contingency approved for this Project in the amount of \$25,000 to fund unaddressed Project needs.
36	153102 - ALLEYWAYS RECONST PH II	One-Time	PW	19,824	19,824	2015	Part of PW Projects PW13-17 Alley Restruction @ various location Phase II. Reconstruct badly deteriorated alleys throughout the City that are not eligible for alternative funding.
37	153110 - ROSE RESURF REPAIR PW1012	One-Time	PW	516,179	516,179	2015	Resurfacing of Eastman Avenue from Rose Avenue to Rice Avenue.
38	15IN52 - 2014 LEASEREV STREET BOND	One-Time	PW	3,327,163	3,328,951	2015	Debt payment for Streets Resurfacing Improvements
39	143108 - ALLEY WEST OF TERRACE AVE	One-Time	PW	183,143	183,143	2014	Project Specification No. PW 13-05 for the reconstruction of alleyways west of Terrace Avenue bounded by Pleasant Valley Road and East Bard Road in the Terrace Estates Neighborhood
40	143109 - ALLEYWAYS RESURFACING P1	One-Time	PW	347,174	347,174	2014	Project Specification No. PW 13-05 for the reconstruction of alley east of Samuel Avenue bounded by East Yucca Avenue and La Canada Avenue in the Blackstock South Neighborhood; alley south of Hill Street bounded by South C Street and Saviers Road in the Hobson Park East Neighborhood; alley west of Saviers Road bounded by West Birch Street and Hill Street in the Hobson Park East Neighborhood.
41	143113 - BRYCE CANYON N ST. RESURF	One-Time	PW	1,735,942	1,735,942	2014	Project boundaries are W Yucca Street, Channel Islands Boulevard, Saviers Road and J Street. Identified in Pavement Management System as having deteriorated to the point of needing resurfacing. FY 13-14 Priority No. 1 among alley reconstruction projects. Pavement Condition Index of 13.2.
42	143115 - CYPRESS NEIGH RESURF PII	One-Time	PW	25,280	25,280	2014	This project will provide enhancements throughout Cypress Park, including handicap accessible routes and additional open space.
43	143116 - LA COLONIA RESURF Phase I	One-Time	PW	39,816	113,870	2014	City Council on Feb 11 2014 approved \$3M for La Colonia street resurfacing. As part of FY15-16 budget process, La Colonia reprioritized and unappropriated from Measure O funds, and later in December 1 2015 amount \$1,250K was appropriated from Street Improvement Fund 105.
44	145703 - THOMPSON PARK RESTROOM	One-Time	PW	391,595	391,595	2014	Installation of a new park restroom.
45	15IN23 - TAGRS GRAFFITTI SOFTWARE	One-Time	PW	105,350	105,350	2014	Automate graffiti photographic, information and reporting.
46	775540 - EPA JOB TRAIN 2013-2016	One-Time	PW	67,000	67,000	2014	On December 7 2013 City Council, approve and authorize the Mayor to execute an agreement with U.S. Environmental Protection Agency (EPA) for the City of Oxnard to implement the Environmental Workforce Development and Job Training Program in the amount of \$267,000. The special budget appropriation of recognizing \$200,000 of EPA grant award and provide a matching contribution in the amount of \$67,000 to Environmental Workforce Development Grant. The City will recognize the EPA Grant of \$200,000, along with the proposed City contribution of \$67,000 from MO.

	Project Name	Frequency	Dept.	Budget Project-To-Date (as of 7.29.19 for FY18-19)	Expense Project-To-Date (as of 7.29.19)	Year Initiated	Project Description
47	135707 - SW COMM PARK PKG LOT	One-Time	PW	27,024	27,024	2013	This project would repair the open field area to eliminate the continuing standing water problem and bring all the required utilities to the park. It would also build a restroom and concession building as well as pave the parking lot.
48	776003 - GREEN ALLEYS- BenchMark 3	One-Time	PW	27,944	27,944	2013	On July 19,2011, the City Council adopted Resolution 14,097 ratifying the City Manager's submission of an application for \$250,000 in the California Strategic Growth Council Urban Greening Planning Grant Program to be used for development of the Oxnard Green Alleys Plan and authorized the City Manager to appropriate grant funding upon award of the grant. December 29 2014 City Council approve and authorize the Mayor to execute an agreement with SWA Group (A7739) in the amount of \$300,000 for developing Oxnard's Green Alleys Program. There is sufficient funding to cover the cost of the agreement from Proposition 84 Urban Greening Grant in the amount of \$250,000 and \$50,000 from Measure O.
49	043111 - TIERRA VISTA RESID.RESURF	One-Time	PW	1,911,269	1,911,269	2012	This project will provide for the resurfacing of streets within the Tierra Vista Neighborhood. The project's boundaries are from west of Lincoln Court to east of Olds Road from south of Sanford Street to north of Etting Road. This area has been identified in the Pavement Maintenance System as having deteriorated to the point of needing repaving and/or reconstruction.
50	083121 - DEL NORTE ARTERIAL RESURF	One-Time	PW	423,573	423,573	2012	Resurfacing of Del Norte Boulevard between Highway 101 Freeway and Fifth Street (Highway 34). This section of Del Norte Boulevard is identified in the Pavement Maintenance System as having deteriorated to the point of needing repaving and/or reconstruction.
51	115703 - DEL SOL PARK WALKING TRAC	One-Time	PW	174,706	174,706	2012	Construct an all-weather walking track at Del Sol Park.
52	125701 - DURLEY PARK RENOVATIONS	One-Time	PW	731,186	731,186	2012	This was part of Other Parks Improvements (incl. roof replacements, ADA upgrades, parking lot resurfacing and security lighting. The following is a listing of the parks affected: Colonia, Community Center West, Community Center East, Del Sol, Durley, Peninsula, Oxnard Beach Park, Perkins Road parking lot, Carty, Wilson, Eastwood, Johnson Creek, Pleasant Valley, South winds and West Channel parks.) Durley Park Project boundaries are Hill Street, C Street, Channel Islands Boulevard, J Street.
53	135702 - SPORTS PARK	One-Time	PW	149,642	149,642	2012	Development of the 20-acre site at Oxnard Boulevard and Gonzales Road (sports fields and more).
54	I31125 - STREE-LOCAL PREV MAINT	One-Time	PW	43,594	43,594	2012	For Street maintenance.
55	MO5703 - EAST VILLAGE PARK	One-Time	PW	92,316	92,315	2012	Development of the 6-acre site in East Village (open space, walking track and more). All equipment for East Village Park maintenance has been purchased.
56	MO5705 - DEL SOL PARK- WALK TRACK	One-Time	PW	10,000	10,000	2012	Construct an all-weather walking track at Del Sol Park.

	Project Name	Frequency	Dept.	Budget Project-To-Date (as of 7.29.19 for FY18-19)	Expense Project-To-Date (as of 7.29.19)	Year Initiated	Project Description
57	055703 - COLLEGE PARK SE-2	One-Time	PW	12,740,706	12,740,706	2011	In January 2011, Council allocated \$12.7 million for the College Park, Phase 1C project. CC approved contract A7379 on January 3rd 2011 (The scope of the work included five lighted soccer fields, restrooms snack bar, storage facilities, parking lots, perimeter road, wetland enhancements, hardscape and landscape. The alternates are the picnic shelters, existing skate park lights and attendant booth, improvements to the existing south parking lot, main entry and the existing building roof upgrades, traffic signals, bus stop, hardscape and landscape improvements.)
58	115701 - CAMPUS PARK PHASE I	One-Time	PW	263,638	263,638	2011	Phase I development of the 30-acre former Oxnard High School site (sports fields and more). Design was funded in Fiscal Year 2010- 2011.
59	115702 - CAMPUS PARK PHASE II	One-Time	PW	163,519	163,519	2011	Phase II development of the 30-acre former Oxnard High School site (sports arena and more). Campus Park remodel to include the addition of: skate park, basketball court, covered recreation area, snack bar, restroom, soccer/track complex, fitness area, parking lot and maintenance facility. This phase will also include the modification of roof of the locker room wings.
60	115704 - SNACK BAR-COMMUNITY CTR	One-Time	PW	396,631	396,631	2011	Reconstruction and expansion of snack bar at Community Center Park West to meet Ventura County Health and Safety Code requirements and expand service capacity.
61	MO5707 - CITY-WIDE SIDEWALK REPAIR	One-Time	PW	249,996	249,996	2017	CITY-WIDE SIDEWALK REPAIRS PROJECT, Amount \$250,000 appropriated for monthly sidewalk, curb and gutter and spandrel grinding services.
62	185704 - THOMPSON PARK-HCD IMPRV	One-Time	PW	56,973	31,840	2018	In late 2017, City Council authorized park facility improvement projects with the recognition of \$1,333,574 of an HCD Grant and approved \$671,973 of Measure O funding to 4 parks (Thompson Park, Campus Park, Lathrop Park, Beck Park) and 5 PTS Prop. Land Acquisition. For Thompson Park, the scope of work entails the installation of a new rubberized walking path around the perimeter of the park.
63	185706 - LATHROP PARK-IMPRV	One-Time	PW	110,000	105,463	2018	In late 2017, City Council authorized park facility improvement projects with the recognition of \$1,333,574 of an HCD Grant and approved \$671,973 of Measure O funding to 4 parks (Thompson Park, Campus Park, Lathrop Park, Beck Park) and 5 PTS Prop. Land Acquisition. For Lathrop Park, the scope of work entails installation of a new rubberized walking path around the entire park at the existing fibar walking path.
64	185707 - BECK PARK-IMPRV	One-Time	PW	110,000	96,355	2018	In late 2017, City Council authorized park facility improvement projects with the recognition of \$1,333,574 of an HCD Grant and approved \$671,973 of Measure O funding to 4 parks (Thompson Park, Campus Park, Lathrop Park, Beck Park) and 5 PTS Prop. Land Acquisition. For Beck Park, the scope of work entails installation of additional security lighting around the perimeter of the park.
TOTAL				35,265,738	35,262,254		

Savings

Weaning Off of Measure O

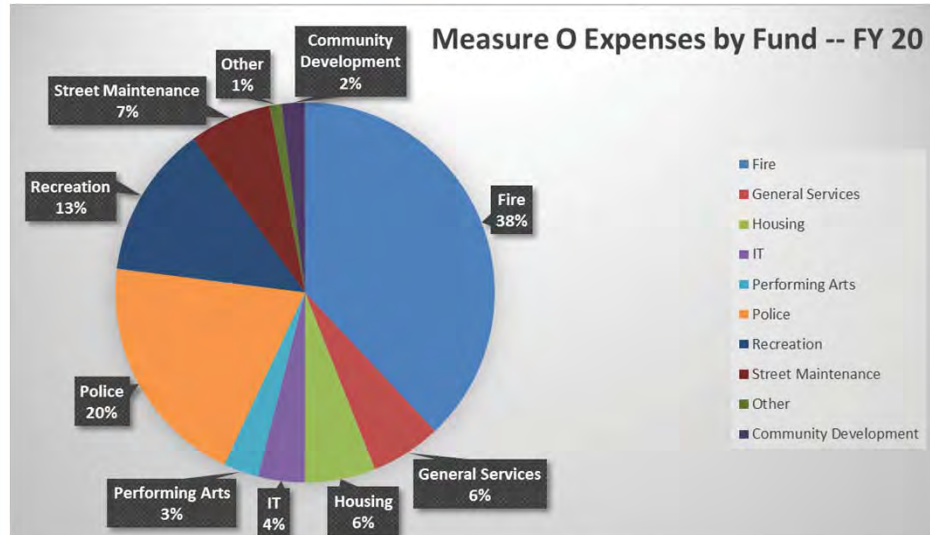
Shiri Klima, Deputy City Manager
February 18, 2020



RECOMMENDATION

That the City Council deliberate and provide feedback and direction on the proposed initial list of savings, reabsorptions, reductions, and cuts.

Measure O Expenses by Fund – FY 20



We are more than halfway through Measure O—need to start planning for its sunset

Measure O sunsets in November 2028

4 options:

1. **Savings:** capturing money in areas where we budgeted a certain amount but such funding is no longer necessary
2. **Reductions:** when the City wants to preserve a project but lower its funding
3. **Reabsorptions:** preserving dollar amount of a project but moving the funding source to General Fund or other funds
4. **Cuts:** defunding entire projects or programs

Last debt payment due December 2031 (Fire Station 8)

So, we need to build up fund balance before sunset date (November 2028)

Required Savings, Reabsorptions, Reductions, and Cuts per Fiscal Year:

FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
\$0.801M	\$0.841M	\$0.925M	\$1.064M	\$1.276M	\$1.532M	\$1.838M	\$2.206M	\$2.647M

STAFF RECOMMENDATIONS IN POLICE, I.T. AND CULTURAL AND COMMUNITY SERVICES (CCS)

Project Number and Name	Dept.	Cumulative Project Budget	Cumulative Expenditure	Proposed Change	Description of Change
MO2105 – Workforce Scheduling Software	IT/PD	\$60,000 (one time)	\$0	\$60,000 one-time cut	When the new ERP's ExecuTime software is in place, it will meet this need.
MO2110 – FY 19-20 Police Academy	PD	\$197,827 (one time)	\$97,827	\$100,000 one-time savings	Academy has 3 employees, which is less than anticipated, so entire amount is not needed.
MO1403 – Downtown Arts Hub	CCS	\$97,000 (annual)	\$0	\$97,000 annual cut	We are concerned about creating a new position funded wholly out of Measure O. Instead, an existing staff person is overseeing the Downtown Arts Hub, the Arts Fund, and the Cultural Arts Commission.

STAFF RECOMMENDATIONS IN COMMUNITY DEVELOPMENT

Project Number and Name	Cumulative Project Budget	Cumulative Expenditure	Proposed Change	Description of Change
MO4301 – Safe Homes Safe Family	\$575,900 (annual)	\$307,325	\$115,000 annual reabsorption	Moving 100% of paralegal's time and 50% of deputy city attorney's time to General Fund, if such funding is available.
14IN02 – Ormond Beach Enhancement	\$146,834 (annual)	\$98,772	\$35,000 annual reduction	The City expends approximately \$15,000 annually on this, so the remainder can be reduced.
MO4302 – Tenant Relocation Assistance	\$50,000 (one-time)	\$0	\$30,000 one-time reduction	The Safe Homes, Safe Family program kicked off in full in July 2019 and no requests for assistance have been submitted to date.
MO8101 – Economic Development Strategy	\$100,000 (one-time)	\$0	\$75,000 one-time reduction	We are preparing this plan in house by an existing staff person, so no need for funding to bid this out to a consultant. Staff will return to Council for authorization to use \$25,000 for some initial implementation steps.

STAFF RECOMMENDATIONS IN PUBLIC WORKS (slide 1 of 2)

Project Number and Name	Cumulative Project Budget	Cumulative Expenditure	Proposed Change	Description of Change
MO2211 – Fire Station 5 Roof Replacement	\$500,000 (one-time)	\$115,574	\$250,000 one-time savings	This project was bid out, and the remainder is not necessary to complete the work.
MO2206 – Fire Station 6 Roof Replacement	\$666,149 (one-time)	\$25,631	\$150,000 one-time savings	This project was bid out, and the remainder is not necessary to complete the work.
185708 – Five Points Property Land Acquisition*	\$278,000 (one-time)	\$0	\$278,000 one-time cut	The City should not purchase additional property at this time that it cannot maintain.

*Only project Measure O Citizen Oversight Committee did not want to change.

STAFF RECOMMENDATIONS IN PUBLIC WORKS (slide 2 of 2)

Project Number and Name	Cumulative Project Budget	Cumulative Expenditure	Proposed Change	Description of Change
185704 – Thompson Park HCD Improvements	\$56,973 (one-time)	\$31,840	\$24,000 one-time reduction	The scope of work entailed the installation of a new rubberized walking path around the perimeter of the park. This project has been completed.
185705 – Campus Park HCD Improvements	\$117,000 (one-time)	\$1,862	\$114,000 one-time reduction	Campus Park already has existing infrastructure that can provide water and an existing recycled water pipeline into the park area for future irrigation. So, this scope of work is not necessary.
185706 – Lathrop Park HCD Improvements	\$110,000 (one-time)	\$105,463	\$4,000 one-time reduction	The scope of work entailed installation of a new rubberized walking path around the park at the existing fibar walking path. This project has been completed.
185707 – Beck Park HCD Improvements	\$110,000 (one-time)	\$96,335	\$10,000 one-time reduction	The scope of work entailed installation of additional security lighting around the perimeter of the park. This project has been completed.

TOTAL SAVINGS, REDUCTIONS, REABSORPTIONS AND CUTS

Total changes this round: \$1,342,000

Includes total reduction of \$247,000 in future fiscal years

So our job is not yet done, but it is a start

RECOMMENDATION

That the City Council deliberate and provide feedback and direction on the proposed initial list of savings, reabsorptions, reductions, and cuts.





CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.4.

DATE: February 18, 2020

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Amended MOU concerning sale of Rule 20A credits to City of Laguna Beach. (5/5/5)

RECOMMENDATION

That the City Council:

1. Adopt a resolution and enter into an amended Memorandum of Understanding (MOU) between the City of Oxnard (City) and the City of Laguna Beach (Laguna Beach) for the sale of \$3,231,245 in unallocated Southern California Edison (SCE) Rule 20A credits from the City to Laguna Beach in the amount of \$1,777,185, and apply one-time revenue from proposed sale to the General Fund reserve; and
2. Issue a payment to Laguna Beach for the difference between the original MOU and amended MOU in the amount of \$403,998; and
3. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

BACKGROUND

On December 17, 2019, the City Council adopted Resolution No. 15,294, entering into a MOU with Laguna Beach for the sale of \$3,965,787 in unallocated SCE Rule 20A credits from the City to Laguna Beach in the amount of \$2,181,183. Shortly after that Council action, City staff received a payment from Laguna Beach in the agreed to amount and deposited the proceeds from the sale into the General Fund reserve.

On January 15, 2020, representatives from SCE contacted City staff and reported that an error had occurred in SCE's calculation of the City's 2016 allocation balance. Expenditures in the amount of \$890,142 for Rule 20A projects along K Street and Oxnard Blvd were not carried forward from 2015 to 2016, resulting in the City's 2016 allocation balance being overstated by SCE by the same amount.

Staff is now recommending that the City Council adopt a new resolution and enter into an amended MOU with Laguna Beach for the transfer of the City's current 2020 Rule 20A allocation of \$3,231,245 at a rate of \$0.55 for each dollar, for a total purchase price of \$1,777,185, and to refund Laguna Beach the difference between the MOU amounts, which is \$403,998.

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. This agenda item does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

Upon Council adoption of the Resolution and approval of the amended MOU, a payment in the amount of \$403,998 will be made to Laguna Beach. This amount represents the difference between the original sale price of Rule 20A credits from the original MOU (\$2,181,183) and the amended MOU (\$1,777,185).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. Letter from SCE - City of Oxnard Allocation Balance Correction
2. Resolution - Rule 20A Sale to City of Laguna Beach
3. Exhibit A - Amended MOU between City of Oxnard & City of Laguna Beach for Rule 20A Purchase
4. Rule 20A Presentation - Amended MOU

January 31, 2020

Alexander Nguyen
City Manager
City of Oxnard
300 West Third Street
Oxnard, CA 93030

Subject: **Rule 20A Allocation Balance Correction**

Dear Mr. Nguyen,

Southern California Edison (SCE) is a party in the Rule 20 Order Instituting Rulemaking (OIR) proceeding before the California Public Utilities Commission (CPUC). As part of the OIR, a significant amount of historical program data has been provided to the CPUC. Recent analysis of this data determined that an error occurred in calculating the city of Oxnard's 2016 allocation balance. In short, \$890,142 in expenditures for the K Street and Oxnard Blvd. projects were not carried forward from 2015 to 2016, resulting in the city's 2016 allocation balance being overstated by the same amount.

This adjustment and corrected allocation balance are shown in the table below:

2019 Reported Allocation Balance:	\$ 3,965,787
Adjustment	<u>(890,142)</u>
2019 Corrected Balance:	\$ 3,075,645
2020 Allocation	<u>155,600</u>
2020 Allocation Balance	\$ 3,231,245

The corrected balance for 2019 is \$3,075,645, a reduction of \$890,142 from the amount reported in SCE's May 19, 2019 work credit balance letter. When adding the city of Oxnard's 2020 allocation of \$155,600, the new balance as of January 1, 2020 is \$3,231,245.

SCE is in receipt of the city of Oxnard's request to transfer \$3,965,787 in work credits to the city of Laguna Beach. Given the corrected balance information above, SCE is able to transfer \$3,231,245 which also includes the city of Oxnard's 2020 allocation. We will await further direction from the city before proceeding with a transfer of this amount to the city of Laguna Beach.

Please feel free to contact me if you have any questions or comments at (714) 973-5466.

A handwritten signature in black ink, appearing to read 'Tony Mathis', written in a cursive style.

Tony Mathis
Principal Manager
Distribution Project Management

cc:	Rachel Lupo	NW Senior Manager, SCE,
	Carolina Gonzalez	Project Manager, SCE
	Rondi Guthrie	Government Affairs Representative, SCE
	Talisa Lee	Business Operations Advisor, SCE

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AN AMENDED MEMORANDUM OF UNDERSTANDING FOR THE TRANSFER OF SOUTHERN CALIFORNIA EDISON RULE 20A CREDITS TO THE CITY OF LAGUNA BEACH IN EXCHANGE FOR GENERAL FUND DOLLARS AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND APPROPRIATE ACTIONS TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION

WHEREAS, on December 17, 2019 the City Council for the City of Oxnard approved a Memorandum of Understanding between the City of Oxnard ("City") and the City of Laguna Beach for the transfer of \$3,965,787 of Southern California Edison ("SCE") Rule 20A credits for a total amount of \$2,181,183; and

WHEREAS, on December 17, 2019, the City Council for the City of Laguna Beach also approved this transfer and payment amount and issued a check in the amount of \$2,181,183 which was received by the City and deposited into the General Fund reserve pending the required final approval by SCE; and

WHEREAS, during an analysis of the transaction by SCE for its final approval, SCE discovered an error in calculating the City's 2016 allocation balance of \$890,142 due to expenditures for the K Street and Oxnard Boulevard projects which was not carried forward from 2015 to 2016, resulting in the City's allocation balance being overstated by SCE by \$890,142 for a corrected 2019 balance of \$3,075,645; and

WHEREAS, SCE has recalculated the amount adding the City's 2020 allocation balance for a revised allocation balance of \$3,231,245; and

WHEREAS, SCE has confirmed that it is able to transfer \$3,231,245 of the City's Rule 20A allocation balance to the City of Laguna Beach, which includes the City's 2020 allocation; and

WHEREAS, the City of Laguna Beach desires to purchase the City's corrected Rule 20A allocation balance; and

WHEREAS, the City must refund the amount of \$403,998 to the City of Laguna Beach due to the error in the calculation of the City's 2016 allocation balance; and

WHEREAS, the City does not have any existing undergrounding projects to fund using SCE Rule 20A credits that would be in the public interest; and

WHEREAS, the City Council for the City of Oxnard has reviewed and understands the terms for the transfer of credits set forth in the attached Amended Memorandum of Understanding which is substantially in the same form as what is attached as Exhibit A;

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

1. The City Council hereby approves the Amended Memorandum of Understanding between the City of Oxnard and the City of Laguna Beach for the transfer of \$3,231,245 of the City of Oxnard's SCE Rule 20A credits to the City of Laguna Beach in substantially the same form attached hereto as "Exhibit A" and incorporated herein by this reference.
2. The City Council authorizes the City Manager to reimburse the City of Laguna Beach in the amount of \$403,998 to correct the error in the calculation of the City's 2016 allocation balance.
3. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED THIS _____ day of _____, 2020, 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

AMENDED MEMORANDUM OF UNDERSTANDING

This Amended Memorandum of Understanding ("MOU") is entered into as of February ____, 2020, by and between the City of Oxnard, a municipal corporation and general law city with its principal place of business at 300 W. Third Street, Oxnard, California 93030 ("Oxnard") and the City of Laguna Beach, a municipal corporation with its principal place of business at 505 Forest Avenue, Laguna Beach, CA 92651 ("Laguna Beach"). Laguna Beach and Oxnard are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

- A. Electric utilities collect and annually allocate funds to communities to convert overhead electric facilities to underground electric facilities ("Rule 20A Funds").
- B. Laguna Beach is actively planning one or more projects to underground overhead electric facilities that qualify for the application of Rule 20A Funds ("Projects"). Laguna Beach desires to obtain an additional allocation of Rule 20A Funds to finance such Projects.
- C. Southern California Edison ("SCE") currently holds a balance of \$3,231,245 in 2020 Rule 20A Funds for the benefit of Oxnard ("Oxnard Allocation") and Oxnard currently has no active projects which can make use of the Oxnard Allocation.
- D. On December 17, 2019, the Laguna Beach City Council declared the desire of Laguna Beach to purchase the Oxnard Allocation to use in connection with the Projects and Oxnard desires to transfer the Oxnard Allocation to enable the Rule 20A Funds which have been allocated to Oxnard to be used for their intended purpose of undergrounding electric facilities and to derive economic benefit from the Oxnard Allocation. Also on December 17, 2019, the City of Oxnard City Council approved a Memorandum of Understanding (MOU) for the transfer of \$3,965,787 of City of Oxnard's SCE Rule 20A credits in exchange for payment from the City of Laguna Beach in the amount of \$2,181,183.
- E. During an analysis of the transaction by SCE for its final approval, SCE discovered that there was an error in calculating the City's 2016 allocation balance because \$890,142 in expenditures for the K Street and Oxnard Boulevard projects was not carried forward from 2015 to 2016, resulting in the City's allocation balance being overstated by \$890,142 for a corrected 2019 balance of \$3,075,645.
- F. The City of Laguna Beach desires to purchase the corrected balance of City of Oxnard's SCE Rule 20A credits in the amount of \$3,231,245.

- G. An amended MOU is necessary to correct the error from the amount of \$2,181,183 to \$1,777,185.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. Oxnard agrees, upon receipt of the offer to Laguna Beach to purchase the Oxnard Allocation in accordance with the terms of this MOU, to transfer and assign its rights and interest in the Oxnard Allocation to Laguna Beach and Laguna Beach agrees to purchase the Oxnard Allocation in accordance with the terms of this MOU. This MOU shall be subject to the approval of the City Council of Oxnard and the City Council of Laguna Beach and shall become effective on the date when both such approvals have been obtained (the "Effective Date"). Notwithstanding the foregoing, if this MOU has not become effective as of February 25, 2020, then either Party may terminate this MOU upon five (5) business day's written notice to the other Party.
2. Oxnard agrees to refund the amount of \$403,998 to Laguna Beach upon adoption of a resolution by the City of Oxnard City Council providing this authorization to its City Manager.
3. Within ten (10) business days of Oxnard City Council's approval of the MOU, Oxnard shall deliver a written request to SCE, with a copy to Laguna Beach, making a formal request to transfer and assign the entire balance of the Rule 20A Funds contained in the Oxnard Allocation to and for the benefit of Laguna Beach. Oxnard shall cooperate in good faith with Laguna Beach to provide any additional documentation or information that is reasonably requested by SCE to complete the transfer. Laguna Beach acknowledges and agrees that it has conducted its own investigation as to the applicability and transferability of the Oxnard Allocation for use in the Projects and that Oxnard has not made any representation or warranty to Laguna Beach with respect to same. The actual use of the Oxnard Allocation by Laguna Beach shall be subject to the rules and procedures adopted by SCE and such other conditions or requirements as are set forth in the Public Utilities Code. In the event that SCE denies the transfer of Rule 20A credits to the City of Laguna Beach, the City of Oxnard will return the Purchase Price in full to the City of Laguna Beach.
4. Laguna Beach shall indemnify, defend and hold harmless Oxnard, its elected officials, directors, officers, employees and agents, from any claim, damage or liability arising in connection with the use of Rule 20A Funds from the Oxnard Allocation in connection with the construction of the Projects.
5. In the event that either Party is in breach of its obligations as set forth in this MOU, then the non-defaulting Party shall have the right to terminate this Agreement on ten (10) business day's written notice to the defaulting Party unless the default is cured within the notice period. Upon termination for breach, the non-defaulting Party may exercise any right or remedy which it may have under applicable law.
6. All notices to be given pursuant to this MOU shall be delivered in person or by commercial overnight delivery to the address of the Party set forth above and addressed to the "City Manager" of such Party and shall be effective upon receipt. Notice may further be given by electronic means, provided, however, that such notice shall not be deemed effective unless it is acknowledged in writing by the recipient of such notice.
7. California law shall govern any legal action pursuant to this MOU.

8. Any person executing this MOU on behalf of the parties warrants and represents that they have the authority to execute this MOU on behalf of the party and to bind it to the performance of these obligations.
9. This MOU, including any other documents incorporated herein by specific reference, constitutes the entire agreement of the parties regarding the subject matter described herein. This MOU supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This MOU may not be modified or amended, nor any provision or breach waived, except in writing, signed by both parties, that expressly refers to this MOU.
10. If any term or portion of this MOU is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall continue in full force and effect.
11. If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret provisions of this MOU, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date.

CITY OF OXNARD

By: _____
Alexander Nguyen, City Manager

Attest:

By: _____
Michelle Ascension, City Clerk

Approved as to form:

By: _____
Stephen Fischer, City Attorney

CITY OF LAGUNA BEACH

By: _____
John Pietig, City Manager

Attest:

By: _____
Lisette Chel-Walker, City Clerk

Approved as to form:

By: _____
Philip D. Kohn, City Attorney

Amended MOU Concerning Sale of Rule 20A Credits to City of Laguna Beach

February 18, 2020



RECOMMENDATION

That the City Council:

1. Adopt a resolution and enter into an amended MOU between the City of Oxnard (City) and the City of Laguna Beach (Laguna Beach) for the sale of \$3,231,245 million in unallocated Southern California Edison (SCE) Rule 20A credits from the City to Laguna Beach in the amount of \$1,777,185, and apply one-time revenue from proposed sale to the General Fund reserve;

RECOMMENDATION

2. Issue a payment to Laguna Beach for the difference between the original MOU and amended MOU in the amount of \$403,998; and
3. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

3

BACKGROUND

- On December 17, 2019, the City Council adopted Resolution No. 15,294, entering into an MOU with Laguna Beach for the sale of \$3,965,787 million in unallocated SCE Rule 20A credits from the City to Laguna Beach in the amount of \$2,181,183.
- Shortly after that Council action, City staff received a payment from Laguna Beach in the agreed to amount and deposited the proceeds from the sale into the General Fund reserve.

4

BACKGROUND

- On January 15, 2020, representatives from SCE contacted City staff and reported that an error had occurred in SCE's calculation of the City's 2016 allocation balance.
- Expenditures in the amount of \$890,142 for Rule 20A projects along K Street and Oxnard Blvd were not carried forward from 2015 to 2016, resulting in the City's 2016 allocation balance being overstated by SCE by the same amount.

5

BACKGROUND

- Laguna Beach was immediately notified of the SCE calculation error after City staff was contacted by SCE
- Laguna Beach remains a willing buyer for the City's current Rule 20A credit allotment

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BACKGROUND

- Staff is now recommending that the City Council adopt a new resolution and enter into an amended MOU with Laguna Beach for the transfer of the City's current 2020 Rule 20A allocation of \$3,231,245 at a rate of \$0.55 for each dollar, for a total purchase price of \$1,777,185, and to refund Laguna Beach the difference between the MOU amounts, which is \$403,998.

7

RECOMMENDATION

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RECOMMENDATION

2. Issue a payment to Laguna Beach for the difference between the original MOU and amended MOU in the amount of \$403,998; and
3. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

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