

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
Consent Item No. 9 Added

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

March 2, 2021

Closed Session - 5:00 PM
Regular Meeting - 6:00 PM

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

As a precautionary measure to help slow the spread of COVID-19, the City Council facilities are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 2:00 p.m. on the day of the meeting. Please identify the meeting date and agenda item in the Subject line.

A telephone option for public comments is also available at this time. Requests to speak must be submitted no later than 2:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Housing Authority.

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 (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))

Name of case: Aaron Starr v. City of Oxnard

Ventura County Superior Court, Case No. 56-2017-00494475-CU-WM-VTA

Legislative Body: City Council

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: (Presentation / Council Discussion / Public Comment)

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))

Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Oath of Office for New Fire Chief Alexander Hamilton.

2. SUBJECT: Presentation of a Proclamation Designating the Month of March as "Women's History Month."

3. SUBJECT: Presentation of a Proclamation Designating March 6, 2021 as "Soroptimist STOP Human Trafficking and Sexual Slavery Awareness Day".

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 requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak 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.

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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.

1. City Manager Department

SUBJECT: Appointment of Members to Serve on the City's Commissions and Committees.

RECOMMENDATION: That the Mayor, with the approval of the City Council, make the following appointments:

1. To Community Relations Commission: Andres Paniagua (D4);
2. To Parks and Recreation and Community Services Commission: Dr. Carlo Aaron Purther (D3) and Paul Lemos (D6);
3. To Cultural Arts Commission: Javier Gomez (D4);
4. To Planning Commission: Ronald Arruejo (D3); and
5. To Measure O Citizen Oversight Committee: Deirdre Frank (City at large), Christopher Taccone (D2), Dan Pinedo (D3), Ruby Durias (D4), Angel Garcia (D5), Joe Munoz (D6), Nancy Lindholm (business organization), and Leonard Shulman (Neighborhood Council).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/hFfJUv9GHsk>

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

2. City Manager Department

SUBJECT: Appointment of Voting Delegate and Alternate for Southern California Association of Governments General Assembly.

RECOMMENDATION: That the City Council appoint a delegate and an alternate representative to the 2021 Southern California Association of Governments (SCAG) General Assembly scheduled for May 6, 2021 virtual conference.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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. Public Works Department

SUBJECT: Agreement for Water System SCADA Improvement Project PW 20-97.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8243 with Northern Digital, Inc. in the amount of \$266,200 for engineering design services for the Water System SCADA Improvement Project (206509); and
2. Approve the use of \$26,620 for Project contingency for the Water System SCADA Improvement Project (206509).

Legislative Body: City Council

Contact: Craig B, (805) 385-8055

2. Housing Department

SUBJECT: Award of Contract for the Boiler Replacement at Plaza Vista

RECOMMENDATION: That the City of Oxnard Housing Authority Board of Commissioners approve and authorize the Chairman to execute a firm-fixed price contract in the amount of \$291,308 with HPS Mechanical, Inc. (Agreement number A-8297), using funds previously appropriated from the 2020 Capital Fund grant, for the Boiler Replacement project at Plaza Vista apartments located at 401 South C Street.

Legislative Body: Housing Authority Board

Contact: Emilio Ramirez, (805) 385-8094

3. Fire Department

SUBJECT: Authorization to Submit a Grant Application to Federal Emergency Management Agency (FEMA) Fire Prevention and Safety (FP&S) for \$362,175 for the Purchase and Installation of Smoke and Carbon Monoxide Detectors.

RECOMMENDATION: That the City Council adopt a resolution that:

1. Ratifies the submission of an application to the Federal Emergency Management Agency (FEMA) Fire Prevention and Safety (FP&S) for \$362,175 for the purchase and installation of smoke and carbon monoxide detectors with no matching fund requirement;
2. Authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. Authorizes the Chief Financial Officer or designee to submit financial reports and grant claims, approve budget appropriations for the use of grant funds and perform all other required financial actions; and
4. Authorizes the Fire Chief or designee to submit non-financial reports.

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7708

4. Public Works Department

SUBJECT: Statewide Park Development and Community Revitalization Program Grant Application Resolution.

RECOMMENDATION: That the City Council adopt resolutions:

1. Authorizing the City Manager to submit an application for an amount not to exceed \$8,500,000 in Statewide Park Development and Community Revitalization Program grant funds for the Durley Park Expansion and Improvement Project; and
2. Authorizing the City Manager or designee to execute grant agreements.

Legislative Body: City Council

Contact: Craig B, (805) 385-8055

5. Public Works Department

SUBJECT: Award Agreement for Southbank Park Walking Path Improvement Project Specification No. PW 21-22.

RECOMMENDATION: That the City Council:

1. Award and authorize the Mayor to execute Agreement A-8304 with FS Contractors, Inc. for \$216,500 for the Southbank Park Walking Path Improvement Project PW 21-22 (Project No. 135710);
2. Approve a Project contingency amount of \$21,650 for the Southbank Park Walking Path Improvement Project PW 21-22 (Project No. 135710); and
3. Approve a Project allocation of \$21,650 for engineering, inspection, survey and project management for the Southbank Park Walking Path Improvement Project PW 21-22 (Project No. 135710).

Legislative Body: City Council

Contact: Craig B, (805) 385-8055

6. Public Works Department

SUBJECT: Agreement for Storm Vault Scheduled Maintenance and On-Call Services (Rebid) PW 20-65R for Special Districts.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8282 with Downstream Services, Inc. for an amount not to exceed \$1,500,000 for a three-year term ending March 1, 2024 for storm vault scheduled maintenance and on-call services for Community Facilities Districts (CFD) including Westport CFD 2, Seabridge CFD 4, and Riverpark CFD 5;
2. Authorize the City Manager to approve a budget appropriation of \$85,000 for Westport CFD 2 Fund 175 from available fund balance; and
3. Authorize the City Manager to approve a budget appropriation of \$185,000 for Seabridge CFD 4 Fund 173 from available fund balance.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Craig B, (805) 385-8055

7. Public Works Department

SUBJECT: Purchase of Heavy Equipment for Wastewater Division.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Purchase Orders:

1. Purchase Order #7989 with Nixon-Egli in the amount of \$232,001.13 for a new Crane Truck;
2. Purchase Order #7967 with Velocity Truck Centers in the amount of \$219,914.81 for a new Rolloff Truck;
3. Purchase Order #7988 with Quinn Company in the amount of \$266,274.81 for a new Excavator;
4. Purchase Order #7990 with Quinn Company in the amount of \$146,894.52 for a new Backhoe; and
5. Purchase Order #7987 with Quinn Company in the amount of \$35,910.92 for a new Forklift.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Craig B, (805) 385-8055

March 2, 2021

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8. Billing and Licensing Department

SUBJECT: Third Amendment to Agreement for Utility Bill and Business Tax Form Printing, Inserting and Mailing Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to the Agreement with InfoSend, Inc. for utility bill and business tax form printing, inserting and mailing services (No. A-7828) to extend the term for one year to June 30, 2022, and increase the amount by \$318,000 for a total amount not to exceed \$2,140,423.

Legislative Body: City Council

Contact: Eden Alomeri, (805) 385-7811

9. Housing Department

SUBJECT: City Participation in the State Rental Assistance Program and the federal Emergency Rental Assistance Program.

RECOMMENDATION: That the City Council:

1. Adopt a Resolution Authorizing the City's Participation in the State Rental Assistance Program ("SRAP") and Directing the City Manager to Take Actions to Effectuate the City's Participation;
2. Authorize and Direct the City Manager or his designee to accept an allocation of an amount between \$6,683,889.67 and \$18,631,184.67 of SRAP funds, appropriated pursuant to California Senate Bill 91 ("SB 91");
3. Authorize and Direct the City Manager or his designee to allocate and take the necessary steps to facilitate the transmittal or assignment of \$6,117,238 of the federal Emergency Rental Assistance Program ("ERAP") funds previously granted directly to the City pursuant to the Consolidated Appropriation Act of 2021, plus the entire amount of SRAP funds received allocated to the City pursuant to SB 91, to the Department of Housing and Community Development or State Business, Consumer Services and Housing Agency for the joint administration and disbursement of said funds;
4. Authorize the City Manager or his designee to execute and submit the Standard Agreement from the State of California, and any other agreements necessary for the implementation of this program, to State and Federal agencies and to facilitate the transfer or assignment of funds provided under either Senate Bill 91 or the Federal Consolidated Appropriation Act of 2021; and
5. Authorize and direct the City Manager or his designee to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the execution of the ERAP/SRAP program, or otherwise to effectuate the purpose of the Resolution, including but not limited to the execution of a Memorandum of Understanding with the County of Ventura establishing the parameters of the joint City-County regional ERAP/SRAP program.
6. Approve and authorize a budget appropriation for the City's participation in the Federal ERAP in the amount of \$6,210,395 (Fund 261-5139-801.82-09).

EXECUTIVE SUMMARY

On December 27, 2020, the federal Consolidated Appropriations Act of 2021, a \$908 billion COVID-19 relief bill, was signed into law, and \$25 billion was allocated to the United States Treasury for the Emergency Rental Assistance Program (ERAP) to assist households that are unable to pay rent or utilities due to the COVID-19 pandemic. California will receive \$2.6 billion in federal ERAP funds. To implement these rental assistance resources, the State of California worked with the state legislature to develop a programmatic framework that eases administrative burden and most effectively deploys these resources to those most in need.

Oxnard is eligible for a total nearly \$12.9 million. The City's total represents \$6,210,394.89 in direct federal ERAP funds plus \$6,683,889.67 in state ERAP funds. All indications are that thousands of Oxnard tenants are delinquent in rent as a result of the COVID-19 pandemic, and that hundreds or thousands of landlords are facing severe financial difficulties due to the impact of the pandemic. The City of Oxnard proposes to accept a State offer to administer all ERAP funds in partnership with the City Housing Department and the County of Ventura.

L. REPORTS**1. Finance Department**

SUBJECT: Adoption of City Council's Policy for Development and Implementation of Internal Controls (0/10/5)

RECOMMENDATION: That the City Council adopt a resolution adopting the Policy for Development and Implementation of Internal Controls to define the City Council's internal control activities as they relate to development and implementation of internal controls.

(Finance and Governance Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/DsxrLS8iVNO>

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

2. Public Works Department

SUBJECT: Award Agreement for Bryce Canyon North and South Neighborhood and Fremont North Neighborhood Street Resurfacing Project (Rebid) Specification No. PW 18-05R. (0/5/5)

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8302 with All American Asphalt. in the amount of \$4,174,871.26 for the Bryce Canyon North and South Neighborhood and Fremont North Neighborhood Street Resurfacing Project (Rebid) Specification No. PW 18-05R (Project Nos. 183108 & 153117);

2. Approve \$417,487 for project contingency for the Bryce Canyon North and South Neighborhood and Fremont North Neighborhood Street Resurfacing Project (Rebid) (Project Nos. 183108 & 153117); and

3. Approve \$417,487 for engineering, inspection, survey and project management for the Bryce Canyon North and South Neighborhood and Fremont North Neighborhood Street Resurfacing Project (Rebid) (Project Nos. 183108 & 153117); and

4. Approve a budget appropriation in the amount of \$529,801 from the available fund balances in the Road Maintenance and Rehabilitation Account (RMRA) Gas Tax (185) Fund and the Water Operating Fund (601).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/OY_WUbXvwOM

Legislative Body: City Council

Contact: Craig B, (805) 385-8055

3. Public Works Department

SUBJECT: Water Infrastructure Finance and Innovation Act (WIFIA) Loan Application. (0/5/5)

RECOMMENDATION: That the City Council adopt a resolution authorizing the City Manager to submit an application for an amount not to exceed \$27,600,000 from the Water Infrastructure Finance and Innovation Act Loan program administered by the U.S. Environmental Protection Agency; designating the amount of project expenditures to be reimbursed by proceeds from the Water Infrastructure Finance and Innovation Act loan; and dedicating and pledging revenues and funds for the repayment of the Water Infrastructure Finance and Innovation Act loan from the U.S. Environmental Protection Agency.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/pDwyvCdnrzk>

Legislative Body: City Council

Contact: Craig B, (805) 385-8055

4. Public Works Department

SUBJECT: Procurement of Vehicles and Trailers for the Environmental Resources Division.
(0/10/10)

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute Purchase Orders in the total amount of \$10,189,921.49 for the purchase of new vehicles and accessories:

a. Purchase Order 7991 with Velocity Truck Center of VC for an amount not to exceed \$8,360,298.80 for the purchase of:

i. Ten (10) new residential, compressed natural gas (CNG) vehicles with accessories for a cost of \$3,343,980.80;

ii. Nine (9) new commercial, compressed natural gas (CNG) vehicles with accessories for a cost of \$3,016,424.97;

iii. Five (5) new industrial, compressed natural gas (CNG) vehicles with accessories for a cost of \$1,375,855.65;

iv. Two (2) new rear-loader, compressed natural gas (CNG) vehicles with accessories for a cost of \$624,037.38;

b. Purchase Order 7993 with Pape' Kenworth for an amount not to exceed \$906,092.30 for the purchase of seven (7) new semi-tractor transfer vehicles with accessories;

c. Purchase Order 7992 with The Trailer Company for an amount not to exceed \$923,530.39 for the purchase of ten (10) new transfer trailers with accessories; and

2. The City Manager to approve a budget appropriation in the amount of \$10,189,922 to recognize proceeds from a lease purchase to finance the acquisition of refuse collection vehicles and transfer trailers for the Environmental Resources Division (Project 216804).

(Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/fGBYIT12jZ4>

Legislative Body: City Council

Contact: Craig B, (805) 385-8055

M. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE
REPORTS
AGENDA ITEM NO. H.1

DATE: March 2, 2021

TO: City Council

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: Appointment of Members to Serve on the City's Commissions and Committees.

RECOMMENDATION

That the Mayor, with the approval of the City Council, make the following appointments:

1. To Community Relations Commission: Andres Paniagua (D4);
2. To Parks and Recreation and Community Services Commission: Dr. Carlo Aaron Purther (D3) and Paul Lemos (D6);
3. To Cultural Arts Commission: Javier Gomez (D4);
4. To Planning Commission: Ronald Arruejo (D3); and
5. To Measure O Citizen Oversight Committee: Deirdre Frank (City at large), Christopher Taccone (D2), Dan Pinedo (D3), Ruby Durias (D4), Angel Garcia (D5), Joe Munoz (D6), Nancy Lindholm (business organization), and Leonard Shulman (Neighborhood Council).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/hFfJUv9GHsk>

BACKGROUND

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG). The process is outlined in that provision, including nomination by each Council member congruent with his or her term in office. Section 2-37 states that each commissioner shall undergo the City's formal background check procedures before appointment. The Measure O Citizen Oversight Committee is not a CAG, but its establishing resolution has similar language, except that there is no requirement for Committee members to undergo a background check before appointment.

DISCUSSION

The following are some of the City's commissions and committees:

1. Community Relations Commission (CRC)

The CRC's powers and duties relate to analyzing, defining and investigating matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of person on a basis other than individual merit. The CRC promotes mutual understanding and respect--including through educational campaigns--among all residents to discourage or prevent the aforementioned negative practices. The CRC is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Mayor Pro Tem MacDonald nominates Andres Paniagua to represent D4, who has passed the City's formal background check procedures.

2. Parks and Recreation and Community Services Commission (PRCSC)

The PRCSC is concerned with all matters pertaining to the parks, recreation and community services activities in the City. The PRCSC is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilmember Madrigal nominates Dr. Carlo Aaron Purther to represent D3, and Councilmember Lopez nominates Paul Lemos to represent D6. Both of these individuals have passed the City's

formal background check procedures.

3. Cultural Arts Commission (CAC)

The CAC advises on all matters related to cultural arts, including public art, in the City. The CAC is composed of seven members, all of whom must reside in the City, be over the age of 18, and have a special knowledge or interest in the arts. For this purpose, Mayor Pro Tem MacDonald nominates Javier Gomez to represent D4, who has passed the City's formal background check procedures.

4. Planning Commission

The Planning Commission is charged with various functions and duties throughout the Oxnard City Code and the California Government Code, including preparing, reviewing and revising the City's General Plan; implementing that General Plan through various specific plans, zoning and subdivision ordinances; promoting the coordination of local plans and programs with the plans and programs of other public agencies; annually reviewing the City's capital improvement program for consistency with that General Plan; ensuring conformity with the General Plan for any real property acquired for public purposes or for any public building or structure constructed or authorized; and ensuring conformity with the General Plan for any real property disposed of or for any street vacated or abandoned. The Planning Commission is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilmember Madrigal nominates Ronald Arruejo to represent D3, who has passed the City's formal background check procedures.

5. Measure O Citizen Oversight Committee

The Measure O Citizen Oversight Committee is appointed to review the use of Measure O revenues approved by the City Council. The Committee is made up of nine members with one member appointed by the Mayor to represent the City at large, six members appointed by Council District, one member active in a business organization representing the business community located in the City, and one member active in a Neighborhood Council or Neighborhood Association located in the City. Commissioners must reside in the City and be over the age of 18. For this purpose, the Council nominates Nancy Lindholm as the member representing and/or active in a business organization representing the business community located in the City and Leonard Shulman as the member representing and/or active in a Neighborhood Council or Neighborhood Association located in the City. Furthermore, Mayor Zaragoza nominates Deirdre Frank to represent the City at large, Mayor Pro Tem MacDonald nominates Ruby Durias to represent D4, Councilmember Teran nominates Chris Taccone to represent D2, Councilmember Madrigal nominates Dan Pinedo to represent D3, Councilwoman Basua nominates Angel Garcia to represent D5, and Councilmember Lopez nominates Joe Munoz to represent D6.

Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies in the City's commissions, committees and boards.

STRATEGIC PRIORITIES

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

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

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Appointment of Members to Serve on the City's Commissions and Committees -- Presentation

Appointment of Members to Serve on the City's Commissions and Committees

City Council

March 2, 2021

Shiri Klima, Deputy City Manager



That the Mayor, with the approval of the City Council, make the following appointments:

1. To Community Relations Commission: Andres Paniagua (D4);
2. To Parks and Recreation and Community Services Commission: Dr. Carlo Aaron Purther (D3) and Paul Lemos (D6);
3. To Cultural Arts Commission: Javier Gomez (D4);
4. To Planning Commission: Ronald Arruejo (D3); and
5. To Measure O Citizen Oversight Committee: Deirdre Frank (City at large), Christopher Taccone (D2), Dan Pinedo (D3), Ruby Durias (D4), Angel Garcia (D5), Joe Munoz (D6), Nancy Lindholm (business organization), and Leonard Shulman (Neighborhood Council).

COMMUNITY RELATIONS COMMISSION

Function	• Analyzing, defining and investigating matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of person on a basis other than individual merit • Promoting mutual understanding and respect--including through educational campaigns--among all residents to discourage or prevent the aforementioned negative practices
Requirements	7 members must reside in City and be over age 18
Nomination	Mayor Pro Tem MacDonald nominates Andres Paniagua

PARKS AND RECREATION AND COMMUNITY SERVICES COMMISSION

Function	Is concerned with all matters pertaining to the parks, recreation and community services activities in the City
Requirements	7 members must reside in City and be over age 18
Nominations	1. Councilmember Madrigal nominates Dr. Carlo Aaron Purther 2. Councilmember Lopez nominates Paul Lemos_____

CULTURAL ARTS COMMISSION

Function	Advising on all matters related to cultural arts, including public art, in the City
Requirements	7 members who must: 1.Reside in the City 2.Be over the age of 18 3.Have a special knowledge or interest in the arts
Nomination	Mayor Pro Tem MacDonald nominates Javier Gomez

PLANNING COMMISSION

Function	• Preparing, reviewing and revising General Plan • Implementing General Plan through various specific plans, zoning and subdivision ordinances • Promoting coordination of local plans and programs with the plans and programs of other public agencies • Annually reviewing City's capital improvement program for consistency with General Plan • Ensuring General Plan conformity for real property acquired/disposed of, public building/structure constructed, or street vacated/abandoned
Requirements	7 members must reside in City and be over age 18
Nomination	Councilmember Madrigal nominates Ronald Arruejo

MEASURE O CITIZEN OVERSIGHT BOARD

Function	Reviewing use of Measure O funds approved by Council
Requirements	9 members must be over age 18: •7 members appointed by district •1 member active in a business organization •1 member active in a Neighborhood Council
Nominations	1. Mayor Zaragoza nominates Deirdre Frank 2. Mayor Pro Tem MacDonald nominates Ruby Durias 3. Councilmember Teran nominates Chris Taccone 4. Councilmember Madrigal nominates Dan Pinedo 5. Councilwoman Basua nominates Angel Garcia 6. Councilmember Lopez nominates Joe Munoz 7. Council nominates Nancy Lindholm (business) 8. Council nominates Leonard Shulman (Neighborhood Council)

That the Mayor, with the approval of the City Council, make the following appointments:

1. To Community Relations Commission: Andres Paniagua (D4);
2. To Parks and Recreation and Community Services Commission: Dr. Carlo Aaron Purther (D3) and Paul Lemos (D6);
3. To Cultural Arts Commission: Javier Gomez (D4);
4. To Planning Commission: Ronald Arruejo (D3); and
5. To Measure O Citizen Oversight Committee: Deirdre Frank (City at large), Christopher Taccone (D2), Dan Pinedo (D3), Ruby Durias (D4), Angel Garcia (D5), Joe Munoz (D6), Nancy Lindholm (business organization), and Leonard Shulman (Neighborhood Council).





CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE
REPORTS
AGENDA ITEM NO. H.2

DATE: March 2, 2021

TO: City Council

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

SUBJECT: Appointment of Voting Delegate and Alternate for Southern California Association of Governments General Assembly.

RECOMMENDATION

That the City Council appoint a delegate and an alternate representative to the 2021 Southern California Association of Governments (SCAG) General Assembly scheduled for May 6, 2021 virtual conference.

BACKGROUND

SCAG is a Joint Powers Authority under California state law, established as an association of local governments and agencies in six counties (Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura) and 191 cities that voluntarily convene as a forum to address regional issues. SCAG develops long-range regional transportation plans, regional housing needs allocation and a portion of the South Coast Air Quality management plans, providing broad-based representation of Southern California's cities and counties.

With its expanded membership structure, SCAG created regional districts to provide for more diverse representation with the intent to serve equal populations and communities of interest. Currently, the Regional Council consists of 86 members. Former Mayor Pro Tem Carmen Ramirez was the Regional Councilmember representing District 45 (cities of Oxnard, Camarillo and Port Hueneme), and with her departure, the Ventura Council of Governments (VCOG) held an election to fill the seat for District 45. Councilmember Laura D. Hernandez from the City of Port Hueneme is the new representative for District 45.

In addition, each member city appoints its own Delegate and Alternative Representative to vote on the City's behalf at the SCAG Annual General Assembly, scheduled for May 6, 2021.

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.1**

DATE: March 2, 2021
TO: City Council
FROM: Craig B, Public Works Director, (805) 385-8055, craig.b@oxnard.org
SUBJECT: Agreement for Water System SCADA Improvement Project PW 20-97.

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8243 with Northern Digital, Inc. in the amount of \$266,200 for engineering design services for the Water System SCADA Improvement Project (206509); and
2. Approve the use of \$26,620 for Project contingency for the Water System SCADA Improvement Project (206509).

BACKGROUND

The City uses the Supervisory Control and Data Acquisition (SCADA) process control system to monitor and control processes throughout the entire water system. The existing control center is housed within the Water Division Headquarters which includes offices, a groundwater desalter facility, City wells, storage reservoir, and blending facilities.

The automation hardware and software is a variant of Rockwell Automation platforms and is run on an operating system that is no longer supported. Two (2) assessments of the SCADA system have been completed; one in 2015 as part of the Public Works Master Plan and the other in 2018 as a standalone SCADA assessment. Both assessments recommend a system-wide design to bring the SCADA system up to industry standard and to provide documentation and mapping of how it operates. These are necessary to best serve the water customers and residents of Oxnard.

CIP Reference

Project No. 206509 - Water System SCADA Improvements - CIP 2020-2025 - Adopted June 16, 2020 - Page 258.

DISCUSSION

The specific work for this project includes the design and documentation for a new Water Division SCADA System. The consultant is tasked with the following:

- Coordinate with Water Operations Management and Staff to better understand the needs of the water system and the day-to-day users who will work with the SCADA system.
- Develop a clear and concise preliminary design report (PDR) outlining an efficient long-term solution for the SCADA system. Include options considered, the analysis performed, references used, assumptions made, basis of design assumptions, recommendations, and basis of the recommendations. The PDR shall serve as a basis for understanding why a particular design path was chosen.
- Develop full process diagrams including input/output schedule and alarm set points.

- Provide a design that incorporates a cyber-security plan including anti-virus software, firewalls, types of connection, and remote access.
- Provide guidelines for system redundancy, including data backup schedules, data mining capabilities, and a list of spare parts and equipment to be kept onsite.
- Develop a complete set of design drawings, specifications, and bid documents. Provide a bid item list with a cost estimate to be used for budgetary purposes by the City.
- Provide an implementation and commissioning plan for the new SCADA system and integrate the plan into the bid documents.

The request for proposals (RFP) PW 20-97 for the Project was published on July 7, 2020, and all proposals were due on August 13, 2020. The City received seven (7) proposals which were reviewed by four (4) staff members: the City Engineer, Water Division Manager, Water Operations Manager and Senior Civil Engineer.

Northern Digital, Inc. (Northern Digital) was selected as the most qualified firm to complete the design for the Water System SCADA Improvement Project. The selection was based upon the firm's experience, including similar projects with neighboring municipalities, a detailed understanding of the scope of work and City needs, and dedicated focus as a SCADA consultant. Thus, staff recommends that the City Council award the contract for this project to Northern Digital. Staff has confirmed that Northern Digital meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

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

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

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

The cost for this agreement with Northern Digital is \$266,200 plus the project contingency amount of \$26,620 brings the total cost to \$292,820 for this phase of the Project. The Water System SCADA Improvement Project No. 206509 has an available budget balance of \$1,040,192 as of January 13, 2021 and is funded by the Water Operating Fund (601).

COMMITTEE OUTCOME

This item did not originate in Committee, as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Northern Digital - A-8243
2. Northern Digital Response

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date:
- (2) Consultant: Northern Digital, Inc.
- (3) Services: Consulting Services for the Water System Supervisory Control and Data Acquisition (SCADA) Improvement Project
- (4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein
- (5) Agreement Ending Date: December 31, 2021
- (6) Total Agreement Amount: \$266,200
- (7) City's Project Manager: Timothy Beaman
- (8) Consultant's Project Manager: Joseph Marcus
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

4701 Corporate Court
Bakersfield, CA 93311
Attn: Joseph Martin, Project Manager

FOR CITY:

305 West Third Street, East Wing, Second Floor
Oxnard, CA 93030
Attn: Timothy Beaman, Senior Civil Engineer

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

joseph.marcus@ndi.us

CITY'S PROJECT MANAGER:

timothy.beaman@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:

- ☒ Scope of Services Exhibit A
- ☒ Schedule of Services Exhibit B
- ☒ Rates and Costs Exhibit C
- ☒ Insurance Exhibit (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, 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-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.

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 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.

10. 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 an Electrical 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 Vendor 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.

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. 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.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. 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.

14. 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. 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.

16. 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 16.

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 16 shall survive the termination of this Agreement.

17. 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 Consultant or is developed by Consultant 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 Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. 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.

d. 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. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. 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 18.

19. 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 19.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email 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.

37. 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

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Agent
☐ Buyer

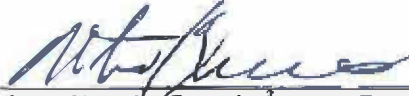
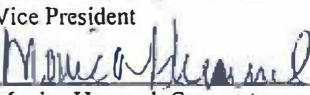
ATTEST:

 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 FOR 11/9/20
 Stephen M. Fischer, City Attorney (always required) Date

NORTHERN DIGITAL, INC.

 11-9-20
 Martin Obermire, Executive Vice President Date
 11/9/20
 Monica Hummel, Corporate Secretary Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 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; 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.

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

NORTHERN DIGITAL, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Agent
☐ Buyer

 Martin Obermire, Executive² _____ Date
 Vice President

 Monica Hummel, Corporate _____ Date
 Secretary

ATTEST:

 Rose Chaparro, City Clerk _____ Date
 (only if Mayor signs)

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 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.

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- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

Scope of Services Exhibit A

Task 1: Program Management

1. **Project Management.** Consultant shall coordinate all efforts of the Project Team including representatives from the City of Oxnard Public Works (City). The Consultant shall facilitate regular Project progress meetings and provide monthly written updates on the Project status and budget.
2. **Project Kick-off Meeting.** At the commencement of the Project, the Consultant shall facilitate a “kick-off” meeting with the City’s engineering and operations staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City. The Consultant shall prepare and distribute meeting minutes within three business days of the meeting. The Consultant shall assume three hours for the kick-off meeting with staff members.
3. **Progress Meetings.** Consultant shall attend monthly meetings at the City for the duration of the project and budget for fourteen meetings. As part of the effort, the Consultant is responsible for developing meeting information and agenda prior to the meeting and meeting minutes within three business days following the meeting with complete action tracking log. The Consultant shall assume 2 hours for each meeting.
4. **Project Schedule.** Consultant shall develop a project schedule at the beginning of the project that covers preliminary design, design drawings, specifications, recommendations, construction cost estimate, bid documents, and bid/award support services. Project schedule shall be submitted with the proposal and shall be updated within 2 weeks of the kickoff meeting.
5. **Project Communication.** Consultant shall develop a communications protocol to be followed by all team members to be submitted within one week of starting the project. Communication protocol will include standard project communication as well as emergency communication protocols.
6. **Project Coordination.** Consultant shall coordinate all of the services of sub-consultants including site visits, site inspections, and shall ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.
7. **Monthly Invoicing.** The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.

Task 2: Data Gathering, Site Visit, and Preliminary Design Report

The Consultant shall create a preliminary design report (PDR), for the new SCADA System, which includes various components such as design criteria, process design, human/machine interface (HMI), required equipment, mechanical, electrical, and compatibility with existing hardware. The PDR shall include a summary of design assumptions and design points. Specific project scope elements, which are to be evaluated in the PDR and ultimately incorporated into the final design and bid documents, including the following:

1. Review and become familiar with the 2015 and 2018 SCADA Assessments.
2. Undertake a field visit to each water treatment, production, and pumping facility to collect information about the existing system and control strategy.
3. Interview Water Operation Managers and determine the most efficient long-term operational strategies and instrumentation and control design.
4. Interview Wastewater SCADA personnel and tour Wastewater SCADA room to determine if opportunities exist for uniformity of equipment.
5. Assess the suitability of existing server, electrical, HVAC, and data infrastructure and make recommendations for necessary upgrades.
6. Develop and submit a formal data request of existing record drawings, process and instrumentation diagrams (P&IDs), and control strategies.
7. Compare open and closed source SCADA software packages and make a recommendation to be considered by the City.
8. Develop cyber-security plan with recommendations for anti-virus software, firewalls, connections, administrator privileges, and remote access.
9. Prepare guidelines for system redundancy including data and software backup in and a list of spare parts & equipment that should be kept on-hand.
10. Develop an outline for alarm notifications and recipients.
11. Develop an implementation and commissioning plan with a focus on transitioning from the old to the new SCADA System, and maintain the operation of the water production and distribution systems.
12. Prepare a preliminary construction estimate based on the 30% PDR. This initial cost estimate will be updated throughout the final design process. Cost estimates shall include operating costs.
13. Develop a preliminary construction schedule indicating the proposed sequence of work, durations, critical milestones, logic ties, and critical path, and a proposed construction sequencing that will support an optimum construction schedule.

14. The preliminary design submittal shall include a list of anticipated technical specifications and drawings for all aspects of the facilities construction including civil, structural, mechanical, architectural, demolition, electrical, and instrumentation & controls.

Deliverable

The PDR shall fully document the options considered, the analysis performed, references used, assumptions made, basis of design assumptions, Consultant's recommendations, and basis of the recommendations. Each section and subsection of the PDR shall be presented in the format of a narrative report with figures, tables, diagrams, and other exhibits and to sufficient detail to allow the City to fully understand the design intent and long-term operational requirements. The PDR shall be submitted in reviewable/editable electronic Word version of the draft PDR report, including manufacturer cut sheets, for the City's review.

Task 3: SCADA 75% Design

The Consultant shall create a design, equivalent to the 75% design level, including various components such as design criteria, hardware, software, data network, process design, alarm notifications, instrumentation and control design, P&IDs, cyber-security, user interface, access, and schematics. Under this subtask, the bulk of the design work shall be completed. Drawings and specifications based upon the PDR shall account for any comments as a result of the PDR review. At the end of the 75% design phase, drawings and specifications shall be near completion. The following are to be included:

1. Title Sheet
 - Project name, date, engineer of record, and City approval
 - Vicinity and location maps with contacts
 - Drawing index
2. General Conditions
 - General notes, symbols, abbreviations, and legends
 - Standard Details
 - Sequence of work and guidelines to maintain operation
 - Removal of existing infrastructure (as required)
3. Process Design:
 - Complete initial process design, utilizing parameters and equipment uniformity with PDR recommendations. These drawings shall include full process diagrams and process and instrumentation diagrams.
4. Instrumentation and Control Design:
 - Completed P&IDs with equipment tag numbers

- Instrumentation Mounting Details
 - Network Architecture
 - Alarm and SCADA controls
 - Loop descriptions
 - Consultant shall develop functional control logic for programming
 - Consultant shall define the input/output (I/O) requirements of well PLCs
5. Electrical Design:
- Preliminary electrical loading and demands
 - Preliminary electrical equipment layout plans
 - Electrical single line diagram
 - Preliminary cable and conduit schedule
 - Conduit plans and elevations
 - Panel schedule
6. Mechanical Design:
- Mechanical plans including coordination with electrical, and instrumentation & controls
 - Equipment layout plans
 - Conduit plans and elevations
 - Pipe support details
 - Materials specifications
 - Equipment specifications
7. Specifications:
- Preliminary technical specification with draft text in all sections
8. Preliminary Cost Estimate:
- Develop initial bid item list with descriptions, quantity takeoffs, and unit cost
 - This initial cost estimate will be updated throughout the final design process and be used for budgetary purposes

Deliverable

The Consultant shall provide the 75% design package including three hardcopies of 24" x 36" plans and specifications along with the word files.

Task 4: Final Design

1. The Consultant shall provide 95% design services that include full preparation of design drawings, specifications, and special provisions. The Consultant shall incorporate the review comments from the preliminary design phase into the 95% design package. For all intents

and purposes the 95% design package shall be suitable for public bid, under final review by the City.

Deliverable

The Consultant shall provide the 95% design package including three hardcopies of 24" x 36" plans and specifications along with the word files.

2. During the final design phase, final comments from the 95% design submittal shall be incorporated into the drawings and specifications. This final submittal will be considered the bid set. Tasks include:
 - Production of final engineering drawings
 - Production of final technical specifications
 - The Consultant shall prepare a final probable construction cost to be transmitted along with the final 100% design package.

Deliverable

Final drawings shall be signed and sealed by a professional engineer registered by the State of California. The Consultant shall provide four sets of 11" x 17" drawings, two sets of 24" x 36" (D Size) drawings, one set of 24" x 36" mylars, four sets of specifications, and one electronic copy in PDF format of the final design package for bid purposes. All drawings shall be prepared using the latest version of AutoCAD.

Task 5: Bid Phase Services

The Consultant shall assist the City during the project advertisement and award period. Bid phase assistance shall include, at a minimum, the following:

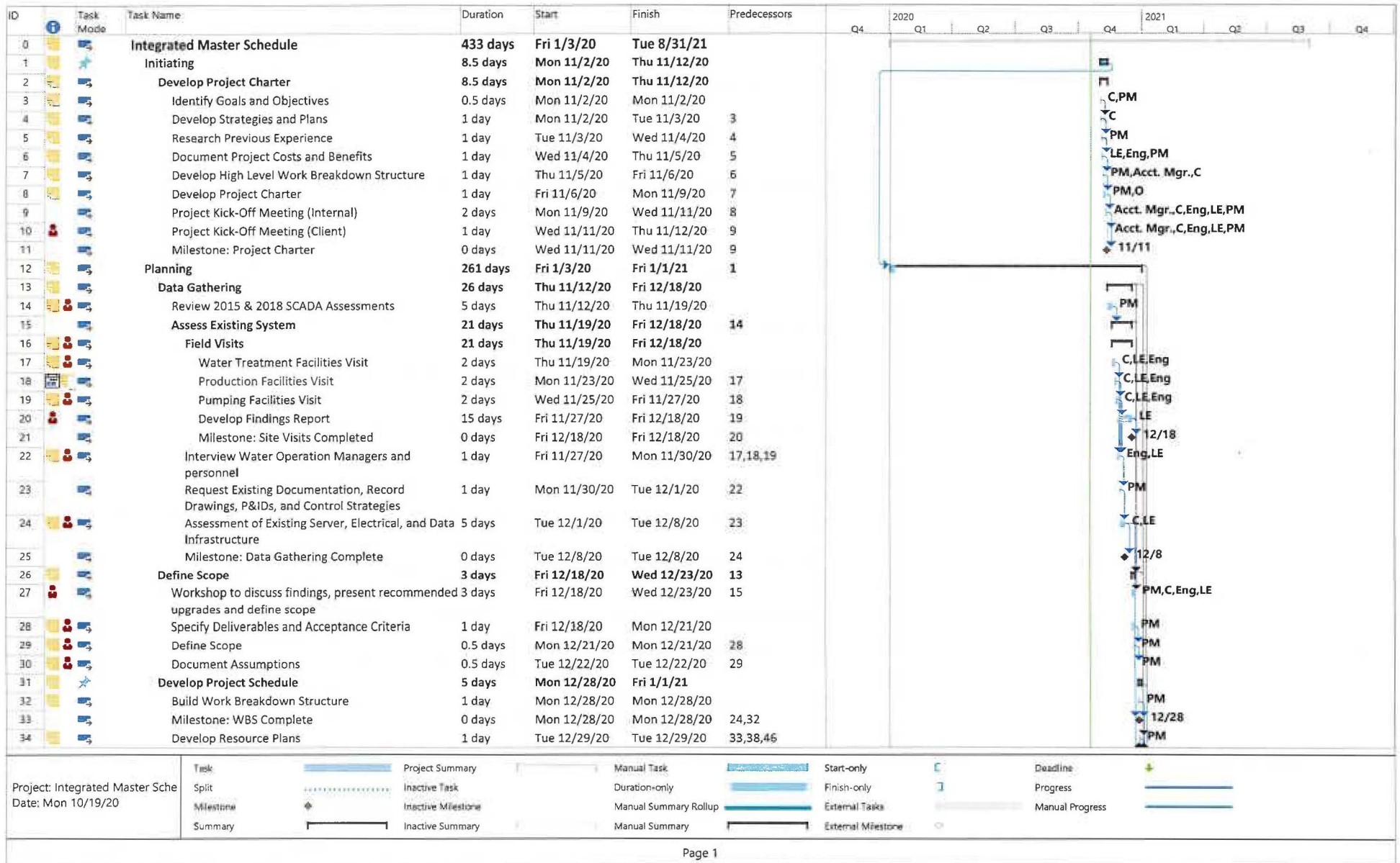
1. Preparation of addenda in response to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period. The Consultant shall provide the City with a written response to questions within two business days of questions received during the bidding period. The responses shall be provided in a short memorandum format with the question and response shown. Consultant shall also keep a log of the questions and responses. The Consultant shall assume the preparation of four addendums for budgeting purposes and budget a total of 24 hours for this effort.
2. Attendance and participation in the mandatory pre-bid meeting. The Consultant shall budget a total of 4 hours for this meeting.

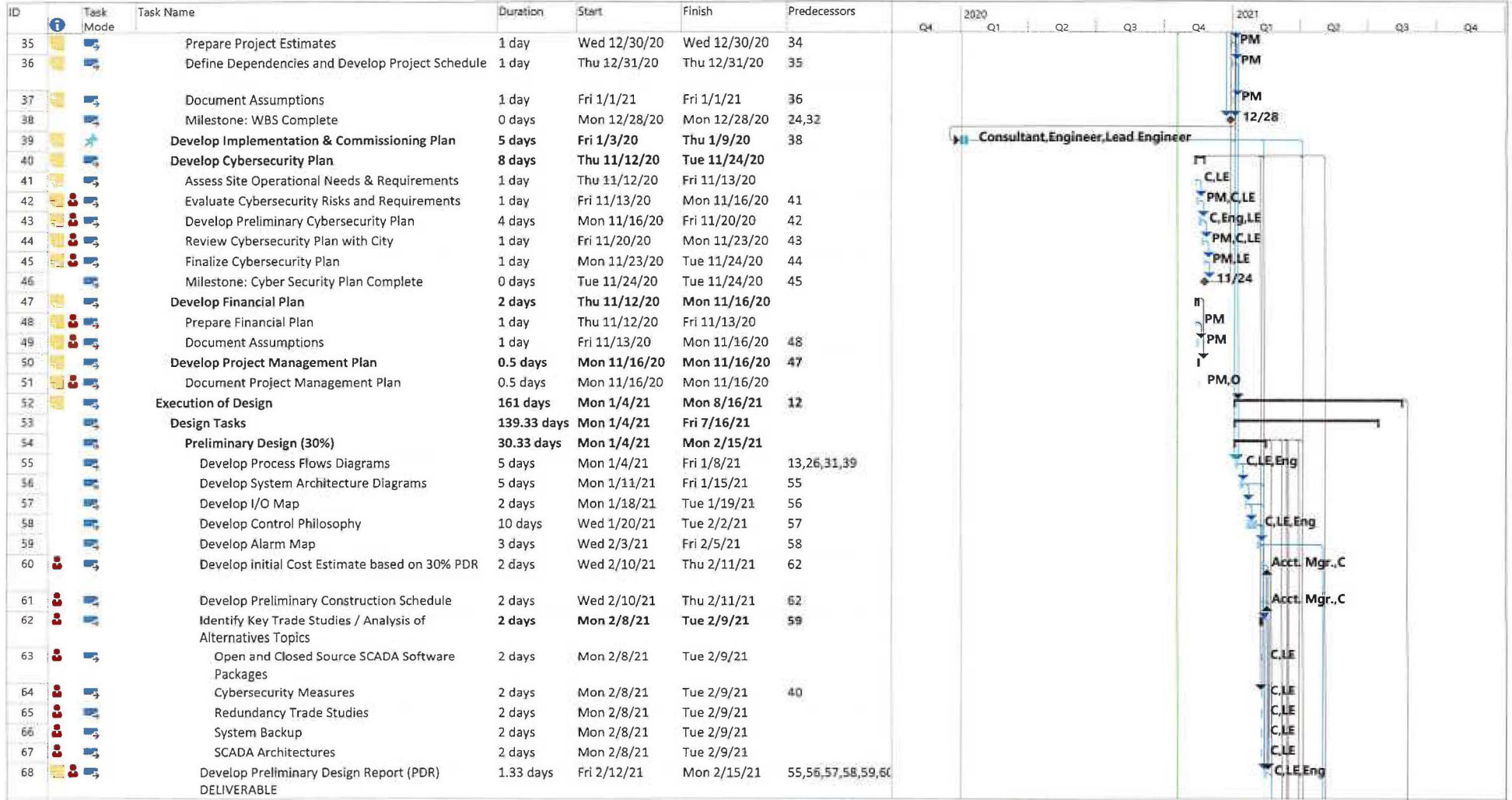
3. Evaluation and coordination with City staff to evaluate all bids and to make a determination of the lowest responsible, responsive bidder. The Consultant shall budget a total of 8 hours for this effort.

Deliverable

The Consultant shall incorporate all addenda issued during the bid period into a conformed set of contract documents. The Consultant shall provide one electronic copy in PDF format and one electronic copy in AutoCAD format (.DWG) of the conformed drawings within one (1) week of the Bid Opening.

Schedule of Services Exhibit B





Project: Integrated Master Sche
Date: Mon 10/19/20

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

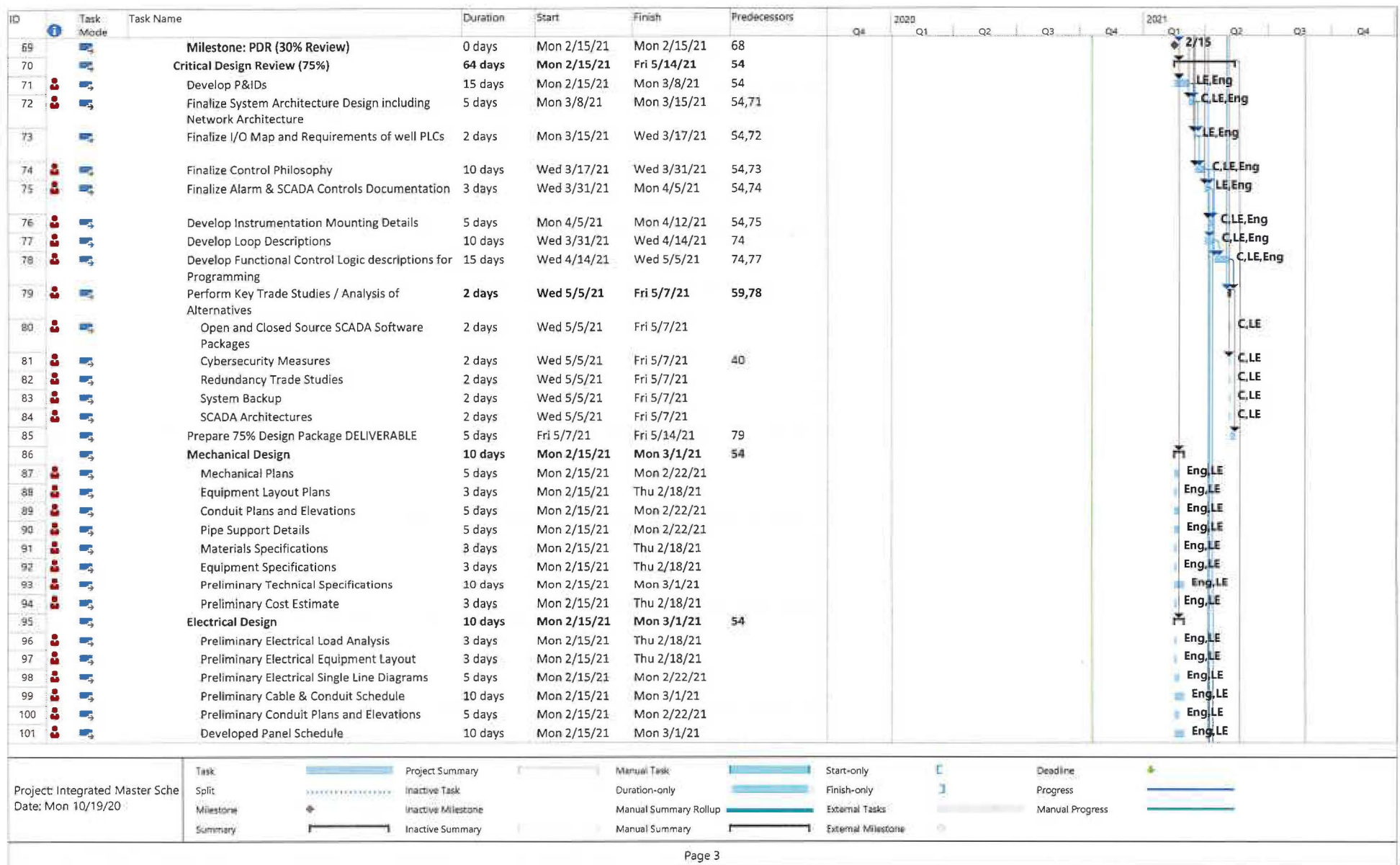
External Tasks

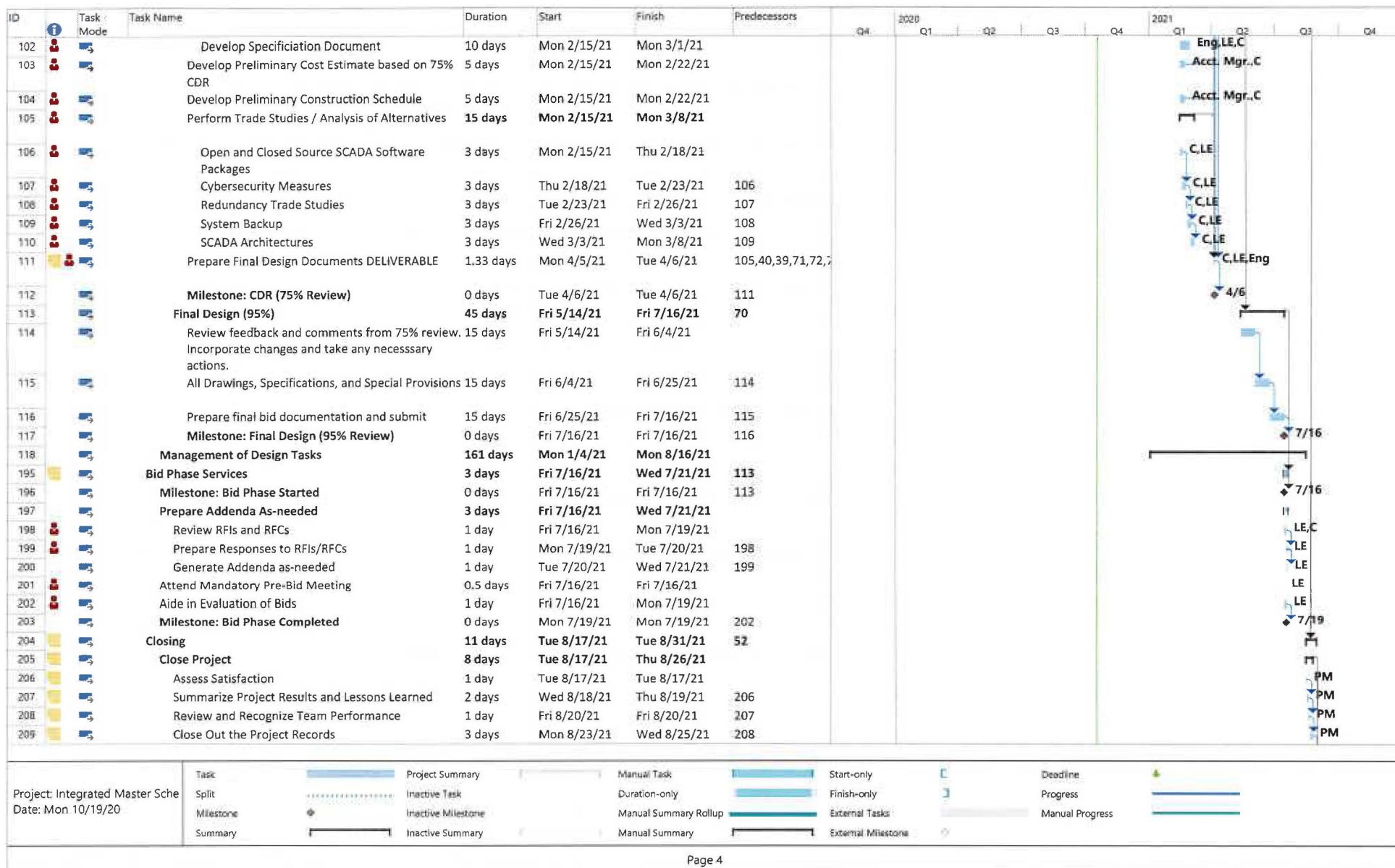
External Milestone

Deadline

Progress

Manual Progress





ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	2020	2021
210		Review and Reconcile Financial Performance	1 day	Thu 8/26/21	Thu 8/26/21	209	Q4	Q1
211		Contract Closure	3 days	Fri 8/27/21	Tue 8/31/21	205	Q2	Q3
212		Close Contract	3 days	Fri 8/27/21	Tue 8/31/21		Q4	Q1
213		Milestone: Project Completion	0 days	Tue 8/31/21	Tue 8/31/21	212	Q3	Q4

PM
Acct. Mgr.
8/31

Project: Integrated Master Sche Date: Mon 10/19/20	Task		Project Summary	Manual Task		Start-only		Deadline	
	Split		Inactive Task	Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone	Manual Summary Rollup		External Task		Manual Progress	
	Summary		Inactive Summary	Manual Summary		External Milestone			

Rates and Costs Exhibit C

Professional Services Classification	Billing Rate
Project Manager (PM)	\$135 per hour
Consultant (C)	\$150 per hour
Systems Engineer (SE)	\$140 per hour
Instrumentation / Electrical / Controls Technician (IE&C)	\$110 per hour
Panel Fabrication / Shop Services (PF)	\$65 per hour
Administrative Services (A)	\$55 per hour
Vehicle Transportation	\$0.75 per mile

- Services are billed in 0.5-hour increments.
- Two (2) hour minimum call-out for services.
- Normal working hours are from 8:00AM to 5:00PM.
- OVERTIME RATES:
 - 1.5 Times after eight (8) hours worked, and on Saturdays.
 - Double-time applies to Sunday & Holidays.

*Rate may vary due to changes in the IRS determined Standard Mileage Reimbursement Rate

- Parts & Materials: NDI's Cost plus 15%
- Overnight Travel Expenses: Per GSA Guidelines (Hotel & Per Diem)
- One-Way Travel Time (To/From) Job Site: Billed for Two (2) Hours per this rate schedule

**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.

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 \$1,000,000 LIMIT 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

[illegible]

Telephone: () Date Signed _____

Proposal Cover Page

OUTLINE

Name of Company:

Northern Digital, Inc.

Company Address:

4701 Corporate Court,
Bakersfield, CA 93311

Telephone Number(s):

661.322.6044 Office
661.322.1209 Fax

Email Address:

martin.obermire@ndi.us

Website Address:

www.ndi.us

Federal Tax ID Number:

77-0585343

Type of Business:

S-Corporation

Years In Business:

32

CORPORATE OFFICERS

The following individuals are corporate officers of **Northern Digital Inc. (NDI)** and have authority to represent Northern Digital, Inc.

Larry Vasquez	President, CEO	661.322.6044
Martin Obermire	Executive Vice President	661.322.6044
Odei Addo-Yobo	Vice President, Engineering	661.322.6044
Monica Hummel	Corporate Secretary	661.322.6044

The following individuals have authority to sign contracts for NDI.

Larry Vasquez	President, CEO	661.322.6044
Martin Obermire	Executive Vice President	661.322.6044
Monica Hummel	Corporate Secretary	661.322.6044



Martin Obermire, Executive V.P.

08/13/2020

Date

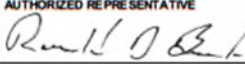
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Certificate of Insurance:

		CERTIFICATE OF LIABILITY INSURANCE		NORTDIG04C	CRUSSELL
				DATE (MM/DD/YYYY) 8/12/2020	
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 endorsement(s).					
PRODUCER License # 0D44424 Walter Mortensen Insurance / INSURICA 8500 Stockdale Highway, Suite 200 Bakersfield, CA 93311		CONTACT NAME: Cindy Russell, CIC, CISR, CRM PHONE (A/C, No, Ext): (661) 316-5172 FAX (A/C, No): (661) 281-4992 E-MAIL ADDRESS: Cindy.Russell@INSURICA.com			
INSURED Northern Digital, Inc. 4701 Corporate Court Bakersfield, CA 93311		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Crum & Forster Specialty Insurance Company		44520	
		INSURER B: Ohio Security Insurance Company		24082	
		INSURER C: State Compensation Insurance Fund (California)		35076	
		INSURER D:			
		INSURER E:			
INSURER F:					

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PROFESSIONAL GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			EPK128492	10/31/2019	10/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAS56207833	10/31/2019	10/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			EFX113585	10/31/2019	10/31/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	91166832019	10/31/2019	10/31/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Lib			EPK128492	10/31/2019	10/31/2020	Each Prof Lib Cond 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER City of Oxnard 300 W. 3rd Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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Acknowledgement of Addendum 1:

City of Oxnard Purchasing Department

Solicitation No. PW 20-97 Addendum No. 1

The logo for the City of Oxnard, California. It features the words "CITY OF" in a small, blue, sans-serif font above the word "OXNARD" in a large, blue, serif font. Below "OXNARD" is a stylized graphic of three wavy lines in blue, orange, and green, representing a wave or a landscape feature. To the right of the graphic, the word "CALIFORNIA" is written in a small, blue, sans-serif font.

ADDENDUM NO. 1

RFP PW20-97 Water System SCADA Improvement Project

July 28, 2020

CERTIFICATION OF RECEIPT OF ADDENDUM

I certify that I have received this Addenda on behalf of the company listed below.

Signed:

A handwritten signature in blue ink, appearing to read "Martin Obermire", written over a horizontal line.

Dated: 08/12/2020

Print Name: Martin Obermire

Title: Executive V.P.

Company: Northern Digital, Inc.

Email: martin.obermire@ndi.us

Addenda Rev. Date 02/2018

1 | Page

Acknowledgement of Addendum 2:

City of Oxnard Purchasing Department

Solicitation No. PW 20-97 Addendum No. 2



ADDENDUM NO. 2

RFP PW20-97 Water System SCADA Improvement Project

July 31, 2020

CERTIFICATION OF RECEIPT OF ADDENDUM

I certify that I have received this Addenda on behalf of the company listed below.

Signed:  Dated: 08/12/2020

Print Name: Martin Obermire

Title: Executive V.P.

Company: Northern Digital, Inc.

Email: martin.obermire@ndi.us

Section 1

Firm Qualifications and Experience

NDI Company Information

WHO WE ARE

Northern Digital Inc. (NDI) is a consulting engineering company who specializes in Control Systems design and integration. Established in 1988, NDI has been in business for over **32 years**. We believe in the importance of client relationships and detailed planning throughout the many stages of our projects. Our unwavering commitment to providing the highest-quality solutions in our industry helps us in achieving our vision of being the most well-known, highest-regarded, and most sought-after provider of technical solutions and controls systems engineering.

Contractor Licenses (C4, C10):
807306

Business Type:
S-Corporation

DIR:
1000023326

COMPANY OWNERSHIP

Larry Vasquez	President, CEO
Martin Obermire	Executive Vice President
Odei Addo-Yobo	Vice President, Engineering

EMPLOYEES

NDI currently has **30+ employees** working at the Bakersfield office, with **16 degreed engineers**, consisting of various interdisciplinary backgrounds, including Control Systems Engineering, Electrical Engineering, Mechanical Engineering, and Industrial Engineering. NDI's Bakersfield office is a **14,000 sq. ft.** facility, which is home to the Engineering, Program Management, and Corporate Offices as well as a UL-508A Certified Panel Shop.

COMPANY LOCATION

Corporate Headquarters
4701 Corporate Court
Bakersfield, CA 93311

Panel Fabrication Facility (UL-508A)
4701 Corporate Court
Bakersfield, CA 93311



Capabilities

EXPERIENCE

Northern Digital Inc. (NDI) is uniquely qualified to perform the consulting and integration engineering services needed for the City. Our service capabilities include Specification Development, Control System Design, PLC & HMI Program Design and Integration, Control Panel Design & UL Panel Fabrication, and Technical Support & Maintenance.

Consulting Engineering Control Systems Engineering

Specification Development System Integration

3D-Modeling Facility Design Software Engineering

Control Systems Design and Consulting Engineering

- Specification Development
- Control Systems Design
- Process Flow Diagrams
- System Architecture
- Control Philosophy
- P&ID Development
- Control Narrative
- SCADA Master Planning
- Cybersecurity

Certifications, Memberships, Credentials

- Ignition Certified Integrator
- Wonderware Certifications:
 - Certified System Integrator
 - Certified InTouch
 - Certified System Platform
- Rockwell Automation
- Minority Business Enterprise (MBE)
- Small Business Enterprise (SBE)
- System Platform/Archestra Certified Developer
- GE Fanuc Advanced HMI/SCADA iFix Developer
- CSIA Member
- ETAP certified engineers

Capabilities and Software

- Inductive Automation Ignition
- Wonderware System Platform
- Wonderware InTouch
- Schneider Electric Modicon
- GE iFIX HMI/SCADA
- Rockwell RSView FactoryTalk HMI/SCADA
- RSLogix 5000
- SQL Database Development
- OSI Pi HMI/SCADA
- Computerized Maintenance Management Systems

Vendor Relationships

- Inductive Automation 5+ years
- Rockwell Automation 25+ years
- Wonderware 28+ years
- Schneider Electric (Alliance Partner)

Programmable Logic Controllers (PLCs)

- Schneider Electric Modicon
- Rockwell: Allen-Bradley
- Siemens
- GE
- Automation Direct

Networking and Communications (Radio/Telemetry)

- RF Engineering
- Cybersecurity
- Virtual Machines
- FCC Adherence/Coordination
- Firewall & Network Security
- Network Topology Architecture Design
- Radio Signal Path Analysis / Optimization
- Tower Design and Installation Supervision
- Dell Industrial Servers & Computers
- Cambium, Strix, GE Radio Systems

Integration & Maintenance Services

- Control Panel Design
- UL-508A Panel Fabrication
- PLC/OIT/HMI Programming
- Factory Acceptance Testing
- Instrument ISA Submittals
- ISA 5.4 Loop Drawings
- Instrument Calibrations
- Startup and Commissioning
- On-call Maintenance
- Technical Support
- On-call Emergency

Professional Service Agreements

PROJECT EXPERIENCE

Northern Digital's Culture and Business Model aims to provide our clients with the highest quality of product at the best value. We do this by **Partnering** with our clients through Professional Services Agreements (PSAs). NDI has numerous clients that we have maintained PSAs for 10, 15, and 20+ years providing for their Control System / SCADA needs. Currently, **80% of NDI's business** is through **PSAs** and the following is a list of some of NDI's Professional Service Agreement clients with similar needs to your project.

Calleguas Municipal Water District
2100 Olsen Road
Thousand Oaks, CA 91360
Tony Goff, GM
(805) 579-7138
Kristine McCaffrey P.E., Mgr. of Eng.
(805) 579-7173

City of Simi Valley
Department of Public Works
2929 Tapo Canyon Road
Simi Valley, CA 93036
Dan Newton, Deputy
Director/Waterworks
(805) 583-6494
PSA for 13 years

City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Mike Devlahovich, Supervisor
(805) 376-5032
PSA 5 years

Santa Clarita Valley Water Agency
26521 Summit Circle
Santa Clarita, CA 91350
Keith Abercrombie, VP of Operations
(661) 259-2737
PSA for 20 years

Kern County Water Agency
3200 Rio Mirada Drive
Bakersfield, CA 93308
Matt Garrison, SCADA Supervisor
(661) 634-1477
PSA for 9 Years

Coachella Valley Water District
51501 Tyler Street
Coachella, CA 92236
Luis Maciel, I.S. Director
(760) 409-5285
PSA for 3 years

Goleta Water District
4699 Hollister Avenue
Goleta, CA 93110
Daniel Guest, Capital Projects Lead
(805) 879-4638
PSA for 1.5 years

City of Santa Barbara
630 Garden Street
Santa Barbara, CA 93101
Thomas Evans, PE, Project Manager
(805) 560-7544
PSA for 1.5 years

City of Riverside
5950 Acorn Street
Riverside, CA 92504
Elaine Radke, Project Manager
(951) 351-6017
PSA for 1 year

PAST PROJECT REFERENCES

City of Simi Valley County Waterworks District No. 8 - Simi Valley, CA (\$532k)

NDI was selected as the Consulting and Engineering Firm to upgrade the SCADA System for the City's Water Distribution System. The system consists of 66 remote sites made up of Pump Stations, Tanks, Wells, and Turnouts. NDI upgraded the iFix HMI Software to the current version and upgraded the remote site PLCs Allen Bradley ControlLogix. NDI designed and installed a new system wide Radio Telemetry System consisting of Strix 5.6g network radios over Ethernet, and 2.4g ProSoft Radios.

- Address: 500 West Los Angeles Avenue, Simi Valley, CA
- Contact Person: Daniel Newton, Deputy Director
- Email Address: DNewton@simivalley.org
- Phone Number: (805) 583-6469

Calleguas Municipal Water District (CMWD) - Thousand Oaks, CA (\$2.60M)

CMWD is the water purveyor for Ventura County, servicing Simi Valley, Thousand Oaks, Moorpark, Camarillo, and Oxnard. Through NDI's PSA with CMWD, NDI has provided consulting engineering and Integration Services for their SCADA System Projects using Wonderware HMI / SCADA Software and Modicon PLCs. Over the years, NDI has implemented numerous SCADA projects:

- New Cellular SCADA system: 95 Turnouts, M340 PLCs using Wonderware ArchestrA
- ASR Project: 18 injection wells, Disinfection Facility, Pump Station, & Reservoir.
- On-Call SCADA Maintenance Services.

NDI currently has a Professional Services Contract and maintains Network connectivity, SCADA & PLC Networks, and provides on-call troubleshooting / maintenance services.

- Address: 2100 Olsen Rd, Thousand Oaks, CA 91360
- Contact Person: Tony Goff, General Manager
- Email Address: tgoff@calleguas.com
- Phone Number: (805) 579-7138

Santa Clarita Valley Water Agency (SCVWA) - Santa Clarita, CA (\$2.31M)

For the past 20 years, NDI has maintained a long-standing Professional Services Contracts (PSA) with Castaic Lake Water Agency, Valencia Water Co., Santa Clarita Water, and Newhall Water District. In 2017-2018 the four entities merged into one, SCVWA. Over the years, NDI has upgraded and provided SCADA Maintenance Services for in excess of 160+ remote sites (Pump Stations, Wells, Reservoirs, and Turnouts). The upgrades included designing and installing a new Ethernet Radio Network, designing and integrating Wonderware ArchestrA System Platform HMI Software, designing and installing new PLC Control Panels with Allen Bradley ControlLogix PLCs for the 160 Remote Sites, and installing Surveillance Cameras. NDI upgraded the SCADA/HMI Software to Wonderware ArchestrA System Platform 2017.

- Address: 26521 Summit Cir, Santa Clarita, CA 91350
- Contact Person: Keith Abercrombie, Chief Operating Officer (COO)
- Email Address: kabercrombie@scvwa.org
- Phone Number: (661) 259-2737

STATEMENT OF QUALIFICATION

Northern Digital, Inc. has the experience, expertise and qualifications to provide the City with the best technical solutions in the industry. However, there are undoubtedly many qualified Control Systems firms that are capable of meeting the needs described in the City's RFP document. What differentiates NDI from the other organizations is our level of commitment to our clients, treating our customers' needs as our priority. NDI would truly value an opportunity to work with the City of Oxnard. We are uniquely qualified to perform the consulting services needed to improve your SCADA system. More importantly, your system's needs will always drive NDI's direction. NDI "sits on the same side of the table" as our clients and we will do everything in our power to communicate with the City and understand the required and desired needs of the new system.

It is a given that NDI will meet and exceed all of the project requirements defined in the RFP. Even further, NDI will strive to leave a lasting, positive impression of excellence with your organization. It is our hope that by executing this project with a high-degree of excellence, maintaining high levels of communication, and prioritizing the City's needs, we will successfully complete this project and establish a lasting relationship with the City for years to come.

Section 2

Staff Experience

NDI Personnel

KEY STAFF

Odei Addo-Yobo, P.E.-Consultant Engineer. Odei will oversee the technical aspects of this project. NDI's designated project team will work together on the various tasks and report all progress to NDI's Consultant and Project Manager. Odei will communicate with NDI's project manager to provide any technical information that needs to be transmitted to or requested from the City. Odei is NDI's VP of Engineering and holds a Professional Engineer License in Electrical Engineering as well as a BS & MS in Electrical Engineering. Odei has **15+ years** with NDI.

Bob Soto - Project Manager. Bob will serve as the interface between the Client and NDI's project team. Bob will manage and facilitate the communication between the client's team and NDI. Bob holds a BS in Electrical Engineering from Grantham University, and has over 30 years of engineering and management experience. Bob also has experience in managing NDI's UL-508A control panel fabrication facility. Bob was selected based on his experience, skillset and ability to meet the needs expected of this project management role.

Kwame Agyenim-Boateng - Lead Systems Engineer. Kwame will be responsible for overseeing the execution of the required engineering tasks. Kwame will oversee the evaluation & assessment of the City's current water system and provide input regarding the specification design. Kwame holds a BS in Mechanical Engineering from San Jose State University and has over **18+ years** of experience. Kwame was chosen for this role based on his proven ability to design well-architected control systems as well as his expertise in both Electrical and Mechanical Engineering.

Ronne Abat -Systems Engineer. Ronne will perform much of the engineering work involved with generating the engineering design deliverables directly supporting the Lead Engineer. Ronne holds a BSEE from San Jose State University and has over **18+ years** of experience. He was selected based on his extensive background in Systems Design & Electrical Engineering.

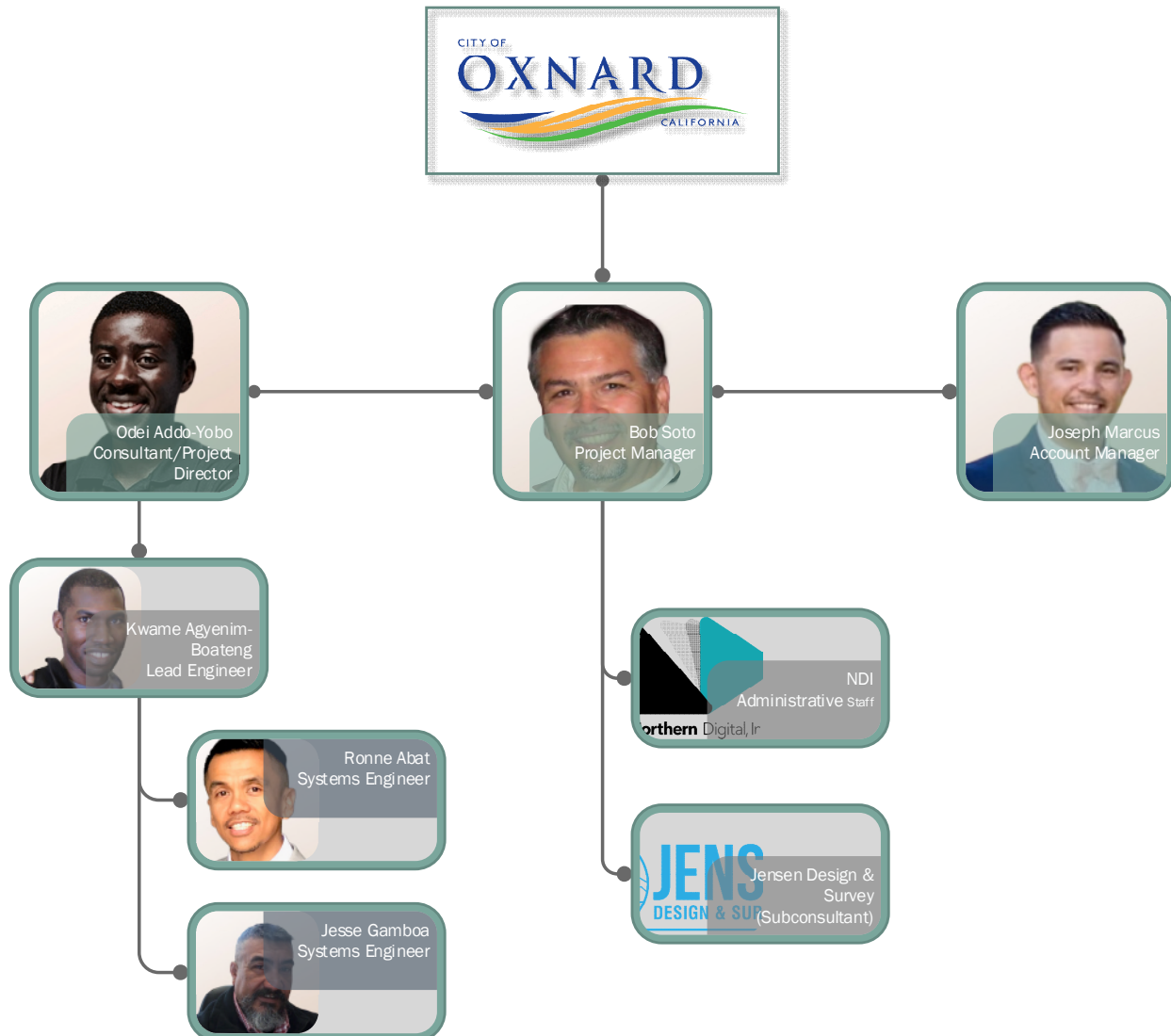
Jesse Gamboa - Systems Engineer. Jesse will support the various engineering tasks associated with this project. Jesse holds a BS in Business Administration from California State University, Bakersfield and has over **20+ years** of technical experience. He was selected due to his experience with control matrices

Joe Marcus - Account Manager. Joe is responsible for managing client relations and future business. Joe is the Business Development Manager at Northern Digital Inc and works directly under, NDI's Executive Vice President, Martin Obermire.

The referenced staff will be dedicated to performing the work required to accomplish the project requirements within the project constraints such as budget and schedule. We understand that any substitution of these key personnel is subject to written approval of the City. In addition to the key staff above, NDI has 30 employees in California who can support various aspects of this project. Should any staff be added, NDI will submit their resume and qualifications to the City for approval.

NDI Personnel

PROJECT ORGANIZATION CHART



Work Breakdown Structure

SUMMARY

Below is a Work Breakdown Structure (WBS) summarizing the number of hours associated with the identified project tasks and the labor class of the individual(s) performing the work.

PHASE	CODE	RES	ITEM	ENGINEERING TASK	HOURS
1000				Task #1 - Program Management	
1000	102-101	C/PM	1	Develop a Project Charter defining NDI's Scope of Work and interface protocols with COO Project Team.	48.0
1000	102-101	C/PM	2	Kick-off meeting (On-Site or Conference call) with COO's Project Team to review the Project Scope/ Project Charter. Prepare and distribute meeting minutes notes.	24.0
1000	102-101	PM	3	Conduct monthly project Progress Meetings. Develop Meeting Agenda and distribute meeting minutes notes. Assume 14 meeting.	168.0
1000	102-101	PM	4	Develop and maintain a Detailed Project Schedule, as part of the Project Charter outlining the project task / deliverables.	40.0
1000	102-101	PM	5	Develop a project communication plan defining communication protocols, team members (COO & NDI) roles and responsibilities, and contact information.	16.0
1000	102-101	PM	6	Develop project billing procedures and define billing format and requirements for supporting documentation.	16.0
1005				Task #2 - System Analysis & Preliminary Design Report (PDR)	
1005	102-101	C / SE	7	Review the existing 2015 and 2018 SCADA Assessment documents	24.0
1005	102-101	C / SE	8	Hi-Level Review of the existing SCADA system documentation pertaining to water treatment, water distribution sites, and the Waste Water Treatment Plant.	40.0
1005	102-101	C / SE	9	Site visit of the City's Potable Water system including water treatment, pump stations, reservoirs, wells, turnouts, and Communication Network, etc.	32.0
1005	102-101	C / SE	10	Site visit of the City's Wastewater Plant to assess the Control System for the treatment plant.	16.0

PHASE	CODE	RES	ITEM	ENGINEERING TASK	HOURS
1005	102-101	C	11	Develop a System Analysis Findings Report with Hi-Level recommendations and options including standardizing policies.	120.0
1005	102-101	C / SE	12	Conduct a Control System Workshop (s) with the City's Project Team to review the finding report and discuss the recommended SCADA System upgrades and options. The workshop will include discussions on Standardization for integration services including PLC Programming Standards, HMI development Standards, and System documentation Standards.	64.0
1005	102-101	C / SE	13	Develop a 30% Preliminary Design Report (PDR) to include control system design, SCADA design drawings, hardware / software design, cyber-security design, system redundancy design, communication network design, alarm notification / callout design, project construction schedule, and project construction cost estimates. Submit PDR to COO for review and comment.	228.0
1010				Task #3 - SCADA 75% Design based on the PDR	
1010	102-101	C / SE	14	Develop a 75% design specification document to include Title Sheet, General Conditions, Process Design, Instrumentation and Control Design, Electrical Design, Communication Design, Mechanical Design, Technical Specifications with Standardization Requirements, and Project Cost Estimates. Submit to COO for review and comments.	640.0
1100				Task #4 - Final Design	
1100	406-409	C / SE	15	Develop a 95% design specification document based on the City's comments from the 75% design document and submit to COO for final review and comment.	168.0
1100	406-409	C / SE	16	Prepare the final Project Bid Specifications for distribution to prospective qualified bidders.	48.0
1150				Task #5 -Bid Phase Services	
1100	406-409	C	17	Prepare addends in respond to bidders' questions.	16.0
1150	406-409	C / PM	18	Attend / participate in the Pre-Bid Meeting	24.0
1150	406-409	C	19	Participate in the process of bid evaluations	8.0
1150	406-409	C / SE	20	Prepare final contract documents incorporating addenda.	64.0
				TOTAL BUDGETED HOURS	1,804.0

Section 3

Scope of Work, Understanding, & Schedule

Scope of Work

BACKGROUND

The City of Oxnard is seeking to upgrade their existing SCADA system responsible for monitoring and controlling the entire City's Water System. The SCADA system consists of Human Machine Interface (HMI), SCADA computers, PLCs, and a communication infrastructure. The facilities that are monitored and controlled by the SCADA system consist of Water Production, Treatment and Distribution sites. The Rockwell Automation hardware and software that is currently used has fallen subject to obsolescence and supportability issues. Based on the 2015 report the system uses a combination of ControlLogix 5000 and SLC500 PLCs using RSView32 7.2 software. The City has specified use of Allen-Bradley PLCs, which is uniformly used throughout the various sites with the exception of Blending Station 2, which uses a Schneider PLC.

UNDERSTANDING

It is NDI's understanding that the City is seeking consulting services from a qualified firm to develop plans, specifications, and bid documentation to upgrade the Water Division's SCADA System with an effective means of monitoring and controlling the water production, treatment and distribution systems, while focusing on User Interface, Security and Reliability.

The recommendations from the various reports will need to be assessed for validity in today's market as well as the Client's documented needs from the "Needs Analysis" and Key System Attributes (KSAs) described in the RFP and derived by NDI during the preliminary analysis.

Human Machine Interface (HMI) Past Recommendations

Upgrade to Rockwell Factory Talk View Site Edition (SE)	2015 Assessment
HMI Standardization to FactoryTalk View SE	2015 Assessment
Standalone Machines with RSView32	2018 Assessment
HMI Architecture requires upgrade: PC Hardware and Software	2018 Assessment
HMI Software 32-bit architecture unsupported	2018 Assessment
HMI Redundant Data transmitted wasting limited bandwidth	2018 Assessment
Reconfigure ALL RSView32 Terminals to reduce network traffic	2018 Assessment
Add 2 New HMI Servers (Main Plant and BS-3) FTView SC NE v10	2018 Assessment
Update Software on HMI Servers to FTVIEWSE (one license)	2018 Assessment
Add New HMI Clients (standalone Windows10 PCs or VMs)	2018 Assessment
Add PanelView7 or C-More at remaining sites BS4, BS5 and BS2	2018 Assessment

PLC Past Recommendations

Upgrade to ControlLogix 5000 Platform	2015 Assessment
PLC Standardization to AB ControlLogix or CompactLogix	2015 Assessment
PLC Hardware is adequate (ControlLogix and CompactLogix)	2018 Assessment

Network Past Recommendations

5.8 GHz Radio existing is adequate	2018 Assessment
Addition of High-Speed Data Communications (Fiber Optic)	2018 Assessment
Consider Cellular Backup at each location (Verizon or AT&T)	2018 Assessment
Creation of Data Concentrator	2018 Assessment
Addition of Temporary Data Server using RSLinx Gateway	2018 Assessment
Replace Standalone SQL PC to Historian	2018 Assessment

ASSUMPTIONS

NDI has documented a list of preliminary assumptions regarding this project to help clarify scope of work. The following assumptions should be noted and discussed prior to commencing work:

- The electrical and mechanical design will be based on the City's SCADA system and NDI's recommended improvements with regards to the controls and instrumentation.
 - The nature of the electrical design changes will entail scope such as Control Panels, Instrumentation, Cable and Wire Routing, Power Requirements, and will exclude changes such as MCCs, and major electrical/mechanical equipment.
 - The nature of the mechanical work will involve the required mechanical design described in the RFP, as it pertains to the scope mentioned above. It will exclude equipment such as MCCs and other major electrical components not being changed as part of this project.

NEEDS ANALYSIS

Based on the City's RFP description of the desired system, a preliminary "Needs" analysis was performed and Key System Attributes (KSAs) were identified as essential attributes of the system. All preliminary analyses are not complete, and upon award of contract, NDI will plan to perform interviews of key personnel such as Water Operations Managers and Wastewater SCADA staff and conduct on-site visits to better-understand the needs of the system. At a minimum, the new SCADA system should be able to:

- Meet the City's **Cybersecurity** and Network Requirements
- Incorporate Ease-of-Use and Customization in the **User Interface** (2018 Assessment)
- **View Entire System** on HMI terminal from any of the 5 plant locations
- Consider Disaster Recovery and incorporate mitigation steps
 - Server Room(s) Security
 - Backup Schedules
 - **Redundancy**
 - Major Components
 - **Network** (Secondary Communications Paths) (2018 Assessment)

Some of the Key System Attributes (KSAs) that the new SCADA System will need to have:

- KSA-001: Technology and Functional Capability
- KSA-002: **Security**

- KSA-003: Scalability
- KSA-004: Sustainability
- KSA-005: Supportability/**Serviceability** (2018 Assessment)
- KSA-006: Platform-Oriented Architecture
- KSA-007: **Reliability**
- KSA-008: Graphics' Situational Awareness and High-Performance Capabilities
- KSA-009: **Simplicity** (2018 Assessment)
- KSA-010: **Forward Compatibility** (2018 Assessment)

PRELIMINARY RISK ASSESSMENT

NDI has also identified some **key challenges** that could critically impact the project. As a means of mitigation, a preliminary risk assessment was conducted to identify these key challenges. Each risk area has an associated probability of occurrence and severity of impact. Each risk also has a set of mitigation steps created to reduce the project risks, either by decreasing the probability of occurrence or reducing the severity of impact to the project. Probability of Occurrence is scaled from 0-1 ("0" meaning no probability of occurrence, and "1" meaning the risk is a certainty).

- **Risk 001:** Miscommunications results in missing required/desired system specifications.
 - Probability of Occurrence: 0.5
 - Impact: 0.5
 - Mitigation Steps: Communicate with team during charter and regularly, Define and document expectations prior to engaging in work.
 - Probability of Occurrence: 0.1
 - Consequence: 0.5
- **Risk 002:** Delayed feedback or City-provided documents results in a schedule delay.
 - Probability of Occurrence: 0.3
 - Impact: 0.5
 - Mitigation Steps: Request documentation early. Engage in discussions during project charter development and throughout project. Set expectations and communicate constraints/impacts.
 - Probability of Occurrence: 0.1
 - Consequence: 0.5
- **Risk 003:** Inadequate cybersecurity measures result in compromised system.
 - Probability of Occurrence: 0.3
 - Impact: 0.8
 - Mitigation Steps: Discuss and document expectations/requirements early. Incorporate required/recommended measures in Cybersecurity Plan and specification requirements.
 - Probability of Occurrence: 0.1
 - Consequence: 0.8

DELIVERABLES

NDI's key deliverables:

- Initial Findings Report and Preliminary Recommendations
- Project Master Schedule (Preliminary and Finalized)
- Work Breakdown Structure (WBS)
- Preliminary Design Report
- Critical Design (75%) Package
- Final 95% Design Package
- Final 100% Design Package
- Bid Period Addenda As-Required

APPROACH

Initiating:

During the Initiating phase, NDI will work with the project team members from NDI and the City to establish a Project Charter and Initial Kick-off Meeting to set expectations and ensure that the team's focus is set properly. The goal of this phase is to identify the goals and objectives of the project, strategize and plan methods of achieving success, document requirements, assumptions, communications methods, key staff members/contact information, and document all findings.

Data Gathering:

During the Data Gathering phase, NDI will focus the team's efforts towards gathering as much relevant information as possible to aide in the characterization of the existing system. This will consist of tasks such as performing Field Visits to better-understand the Water Treatment, Production and Pumping facilities. Once field visits are conducted, a findings report will be developed and presented to the City with some preliminary recommendations for upgrades. NDI will also request key documentation as early as possible, such as Existing Record Drawings, P&IDs, and Control Strategies.

Key Deliverables (from NDI to City):

- **Initial Findings Report and Preliminary Recommendations**
 - Water Treatment Facilities Visit (Desalter, Reservoirs)
 - Production Facilities Visit (Wells, Turnouts)
 - Pumping Facilities Visit
 - Servers, Electrical, HVAC, & Data Infrastructure Visit
 - Water Operations Managers Interview(s)
 - Wastewater SCADA Personnel Interview(s)

Key Deliverables (from City to NDI):

- Existing Record Drawings
- Existing Piping & Instrumentation Diagrams (P&IDs)
- Existing Control Strategies

Preliminary Design (30%):

During the Preliminary Design phase, NDI will use the information gathered during the Data Gathering phase (Task 1) as well as the feedback received from the City during our initial workshops to determine the path forward with regards to the design requirements. Once the System is assessed and the Operational and Functional Needs of the system are defined, NDI can proceed to the preliminary design phase where several key deliverables will need to be created and submitted for review. Additionally, an outline of the required project plans such as the Cybersecurity Plan, Implementation & Commissioning Plan, and Risk Plan will need to be created. Trade Study topics will be identified to aide in the decision-making of key design decisions.

Key Deliverables (from NDI to City):

- **Preliminary Design Report:**
 - Preliminary Process Flow Diagrams
 - Preliminary System Architecture Diagrams
 - Preliminary I/O Map
 - Preliminary Control Description
 - Preliminary Alarm Map
 - Preliminary Cost Estimate Based on 30% PDR

Critical Design (75%):

During the Critical Design phase, NDI will build upon the foundation established during the preliminary design and incorporate feedback and lessons learned after presenting the preliminary design to the City and having two-way discussions regarding the design. Additionally, this phase should mature the design to a 75% completion point. In order to meet this criteria, NDI would plan to develop the Critical Design (75%) Package consisting of P&IDs, System Architecture Design Documents, I/O Map, PLC Requirements, Control Philosophy, Alarm and SCADA Controls, Loop Descriptions, Instrument Mounting Details, and key electrical and mechanical design analyses. This phase would also require NDI to perform Trade Studies to aide in the design decision-making process where trade-offs of benefits are inevitable. Preliminary topics for Trade Studies could possibly include the following:

- Open and Closed Source SCADA Software Packages
- Cybersecurity Implementation Methods
- Redundancy Implementation Methods
- System Backup
- SCADA Architectures

Key Deliverables (from NDI to City):

- Critical (75%) Design Package:
 - P&IDs
 - System Architecture Diagrams
 - I/O Map
 - Control Philosophy
 - Alarm and SCADA Controls
 - Instrumentation Mounting Details
 - Loop Descriptions
 - Functional Control Logic Descriptions
 - Key Trade Studies
 - Specification Development
 - Mechanical Design
 - Mechanical Plans
 - Equipment Layout Plans
 - Conduit Plans and Elevations
 - Pipe Support Details
 - Materials Specifications
 - Mechanical Technical Specifications
 - Cost Estimate
 - Electrical Design
 - Electrical Load Analysis
 - Equipment Layout
 - Single Line Diagrams
 - Cable & Conduit Schedule
 - Conduit Plans & Elevations
 - Panel Schedule
 - Specification Development

Final Design (95% / 100%):

During the Final Design phase, the objective is to develop a finalized design specification and drawing set that is capable of being used for prospective bidders. During the Final Design phase, feedback from the Critical Design will be incorporated and necessary actions will be taken. The goal will be to have a clear enough direction at this phase to take the final feedback and use it to develop the final drawings, specifications and special provisions.

Key Deliverables (from NDI to City):

- **Critical (75%) Design Package:**
 - Final Engineering Drawings, Technical Specifications, Probable Cost

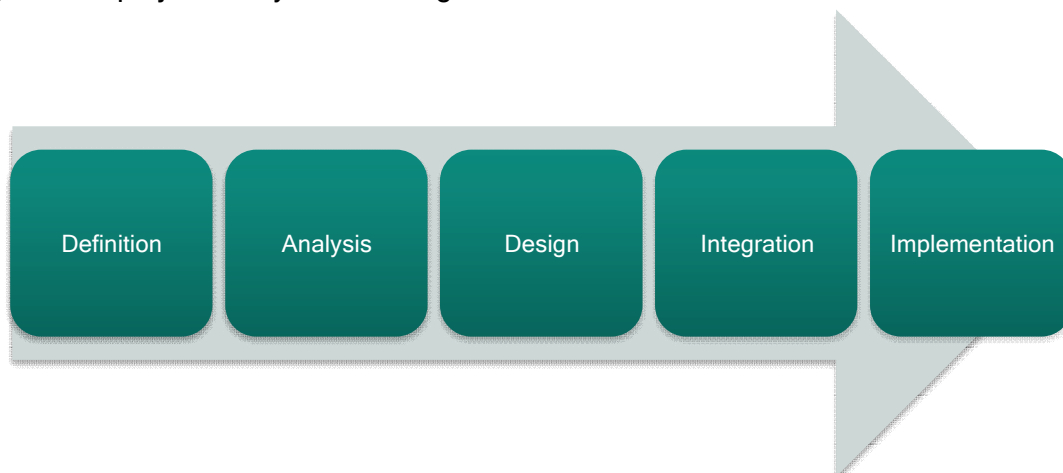
PROJECT MANAGEMENT

Northern Digital's **project management philosophy** is centered around the development of a trusting and lasting relationship with our clients based on excellence and responsibility. This philosophy is founded on having a full understanding of our client's needs, and managing our project resources to ensure that expectations are met or exceeded. Ultimately, NDI's success is predicated upon the strength of our client relationships. Our company stands by an ideal of "**relationships forged in commitment**," and we understand that we share a common interest in the overarching success of the project. NDI sits on the same side of the table as our clients. Because of these core values, NDI views our relationships as partnerships, and our objective is to provide on-time, on-budget delivery of a system that meets or exceeds your organization's expectations.

Northern Digital also takes a **full life-cycle approach**, considering all phases of the product development life cycle prior to beginning work. Throughout the Definition, Analysis, Design, Integration and Implementation phases of a project, each step is not independent of any other and decisions made regarding the design should consider and incorporate the requirements of the other phases.

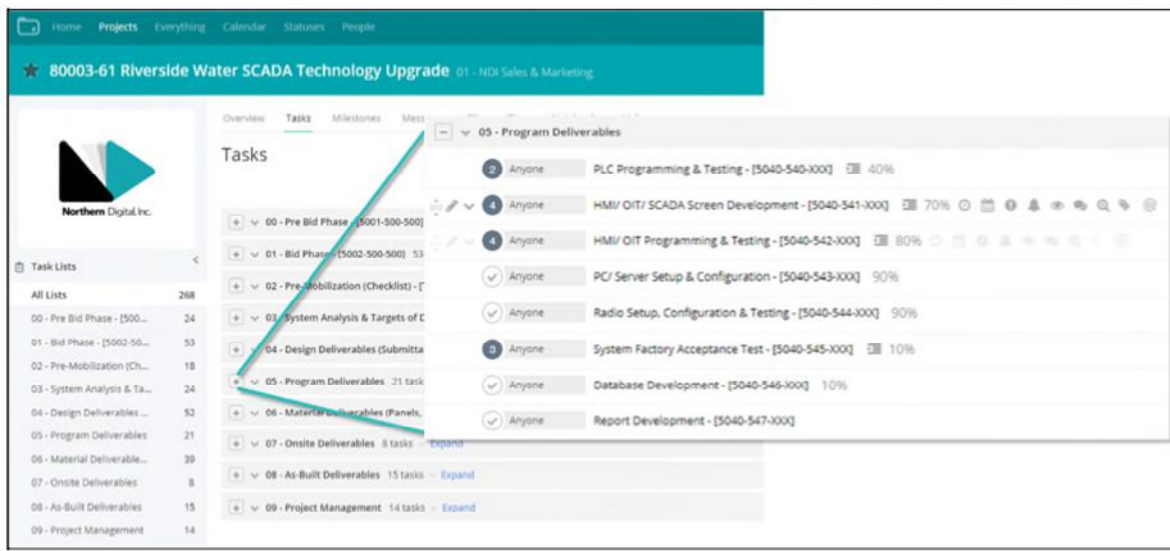
An important aspect of Northern Digital's **approach to Project Management** includes optimizing project efficiencies through the use of *standardization* in applicable situations. NDI also implements a series of *processes* and *procedures* to ensure that NDI's standards and best-practices are followed and executed to-plan. As a company, we have chosen to utilize the **Teamwork, cloud-based** software application in order to serve as Northern Digital's **project management software tool**. This software also allows for the standardization of project templates, which aids in the development of Work Breakdown Structures, workflows, timekeeping systems, and Earned-Value Management tracking.

NDI's Project management philosophy utilizes the **System Development Life Cycle (SDLC)** methodology in order to segment the project into sequential phases. Proper project execution requires "**beginning**" with the "**end**" in-mind. The **5 stages** of NDI's SDLC include Definition, Analysis, Design, Integration, Implementation. Considering the requirements of each stage throughout the project is key to achieving success.



PROJECT MANAGEMENT TRACKING

The **Teamwork software management tool** enables our project managers to receive real-time feedback on project performance, to track and reallocate resources, to provide a method of progress-tracking for clients to view, and to ultimately provides a centralized system for storing, viewing and acting on project management data. These capabilities equip our project managers with the ability to make more informed decisions regarding the project. It also centralizes tasks such as timekeeping, progress logging, status reporting, client communications, note-keeping, and document sharing. The Teamwork project data is accessible by the client. In addition, our clients also receive Teamwork Task Reports periodically (frequency depending on project requirements). Given these capabilities and insights, NDI Project Managers are well-equipped to serve as the interface between our Client and NDI's Project Team and to accomplish all of the project objectives. The figures below and on the following page show screenshots of the Teamwork system with a sample project based on the project requirements. The figures show task lists based on a mock-WBS, as well as Teamwork's timekeeping capabilities.



Teamwork Screenshot of Sample Project Template with Tasks and %Complete



Date	Who	Description	Type	Start	End	Billable	Time	Hours
08/06/2019	Jesse Gamboa	Assist Odei with SCADA topology information.	Current Task	11:05AM	1:05PM	✓	2 hrs	2.00
08/06/2019	Odei Addo-Yibo	Beginning analyzing the existing Scada topology as it pertains to Scada master plan development	Current Task	4:04PM	10:04PM	✓	6 hrs	6.00
08/16/2019	Odei Addo-Yibo	1. Scada Topology Analysis and Write up development for Master Scada Plan	Current Task	12:06PM	8:06PM	✓	8 hrs	8.00

Teamwork Sample Screenshot of Timekeeping and Logging Capability

SCHEDULING, TASK MANAGEMENT, AND BILLING

Northern Digital has a highly-detailed and comprehensive Scheduling, Task Report Tracking, and Billing capability. The Teamwork software allows NDI Project Management to accurately track and report all progress throughout the life of the project. Real-time access to timekeeping records, budgets, schedules and other files enables NDI's project managers to be well-equipped to make informed and wiser decisions based on improved situational awareness. In addition to record data, Teamwork also allows for analysis to be conducted on this data in order to provide an **Earned Value Management** insight capability to track project metrics such as **Cost Performance Index (CPI)**, **Schedule Performance Index (SPI)**, **Estimate at Complete (EAC)**, variances in cost and schedule, and **To-Complete Performance Index (TCPI)** among other Earned Value metrics. Earned Value Management and real-time access to data provides NDI's project managers with the analytics necessary to have quick insights regarding the "health" of the project and the performance necessary to complete the project within the given budget and schedule constraints. Based on this information, NDI's project manager will be in continuous communication with the client's project lead in order to properly schedule project tasks, plan for the availability of resources, and discuss the project budget and schedule progress periodically throughout the project life cycle. This high-level of communication and coordination is key, and will be especially important during the cutover/ startup phase, as the system must remain operational.

DOCUMENTATION DEVELOPMENT

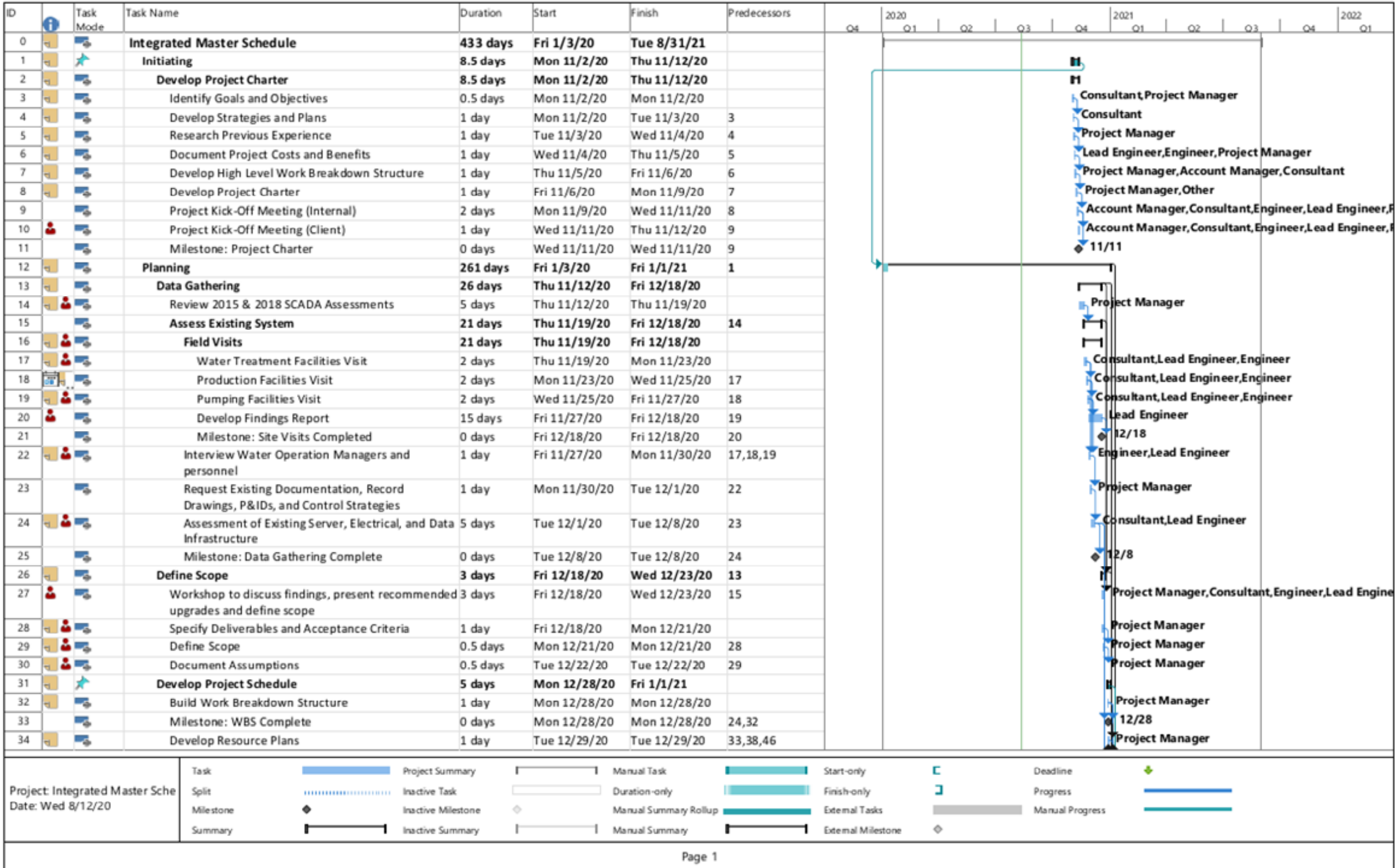
During the initial **Analysis Phase** of the project, NDI's Project Manager will work with NDI's Operations, Engineering, and Administrative staff to develop a **Project Charter**, which provides details regarding the tasks, work products, budget, schedule, project methodologies, and understanding of the project as seen by all project stakeholders. The tasks associated with this process are clearly defined and broken down in Teamwork in the form of tasks and durations for these deliverables. The goal of this documentation is to define NDI's and the client's understanding of the scope of work, potential risks, identifying areas of improvement (especially with regards to Network Communications), and to track the project's progress. Documentation will be developed to define the Project Plan and major milestones that need to be completed for the Startup to go smoothly. For each item in the Analysis Phase a detailed findings report will be generated and communicated with the Client. This documentation will also include a detailed cutover plan that will be developed in conjunction with the client to maximize efficiency and keep the entire team unified in goals.

ORGANIZED MEETINGS

As part of the responsibilities of **NDI's Project Manager**, meetings will be established on an as-needed basis, based on project requirements. Meetings can take place via teleconference, Zoom, and/or in-person. NDI uses Teamwork and Microsoft Outlook to coordinate and provide information regarding team meetings. Once the Project Plan and Project Timeline have been developed, the NDI Project Manager will work with the Client and the Operations Manager to establish dates for design review meetings, workshops, and deliverable deadlines.

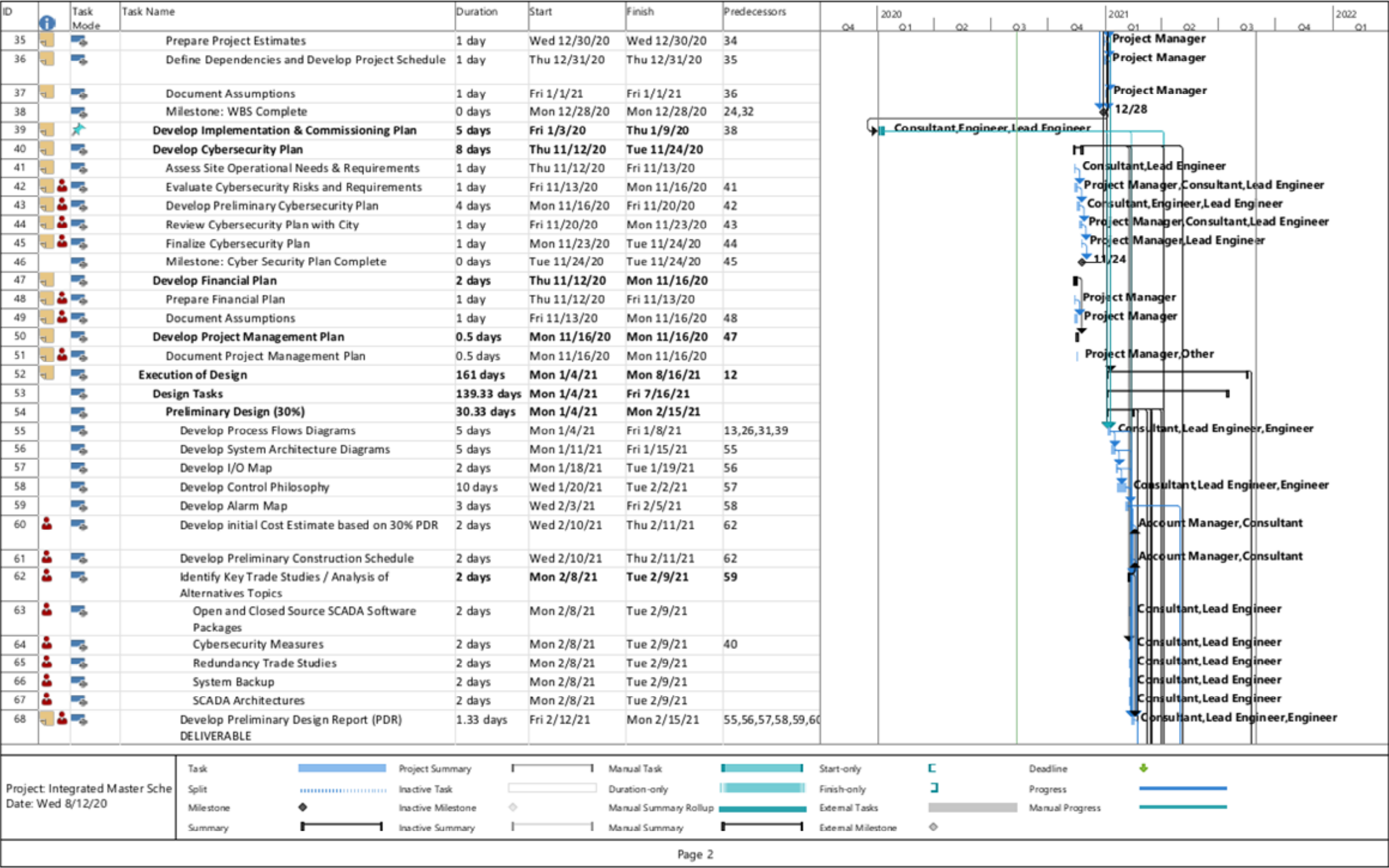


Critical Path Schedule (1 of 5)



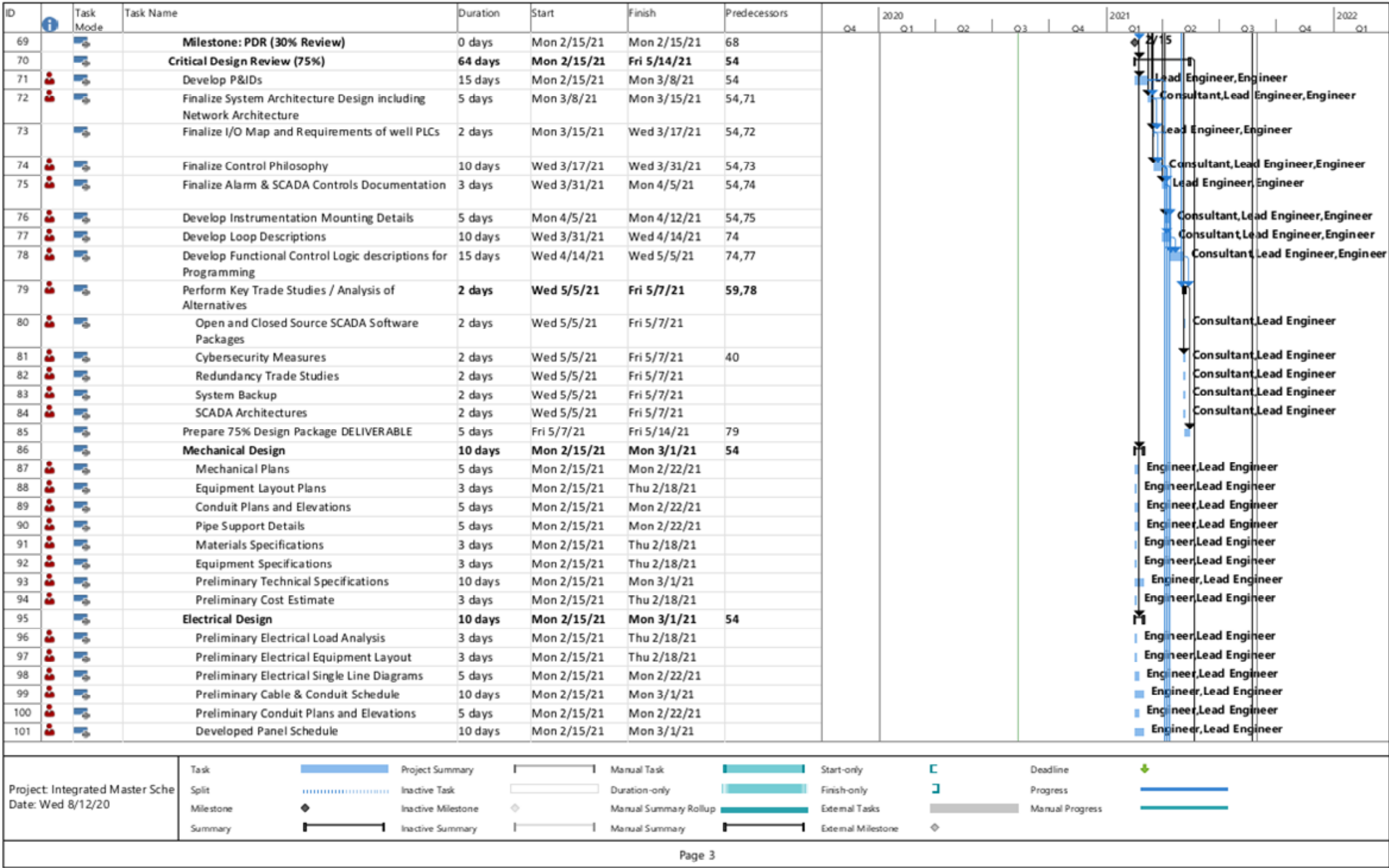


Critical Path Schedule (2 of 5)



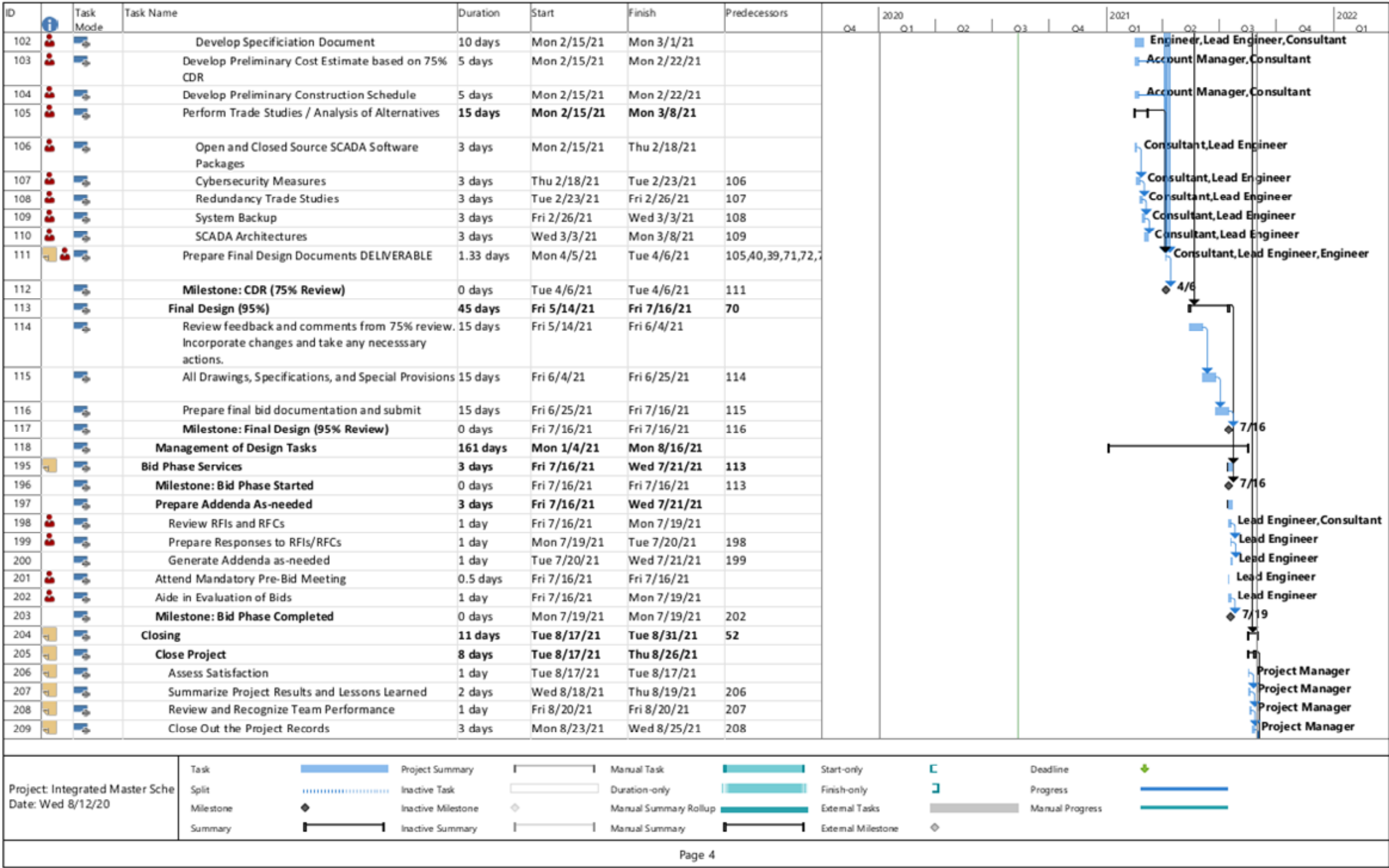


Critical Path Schedule (3 of 5)



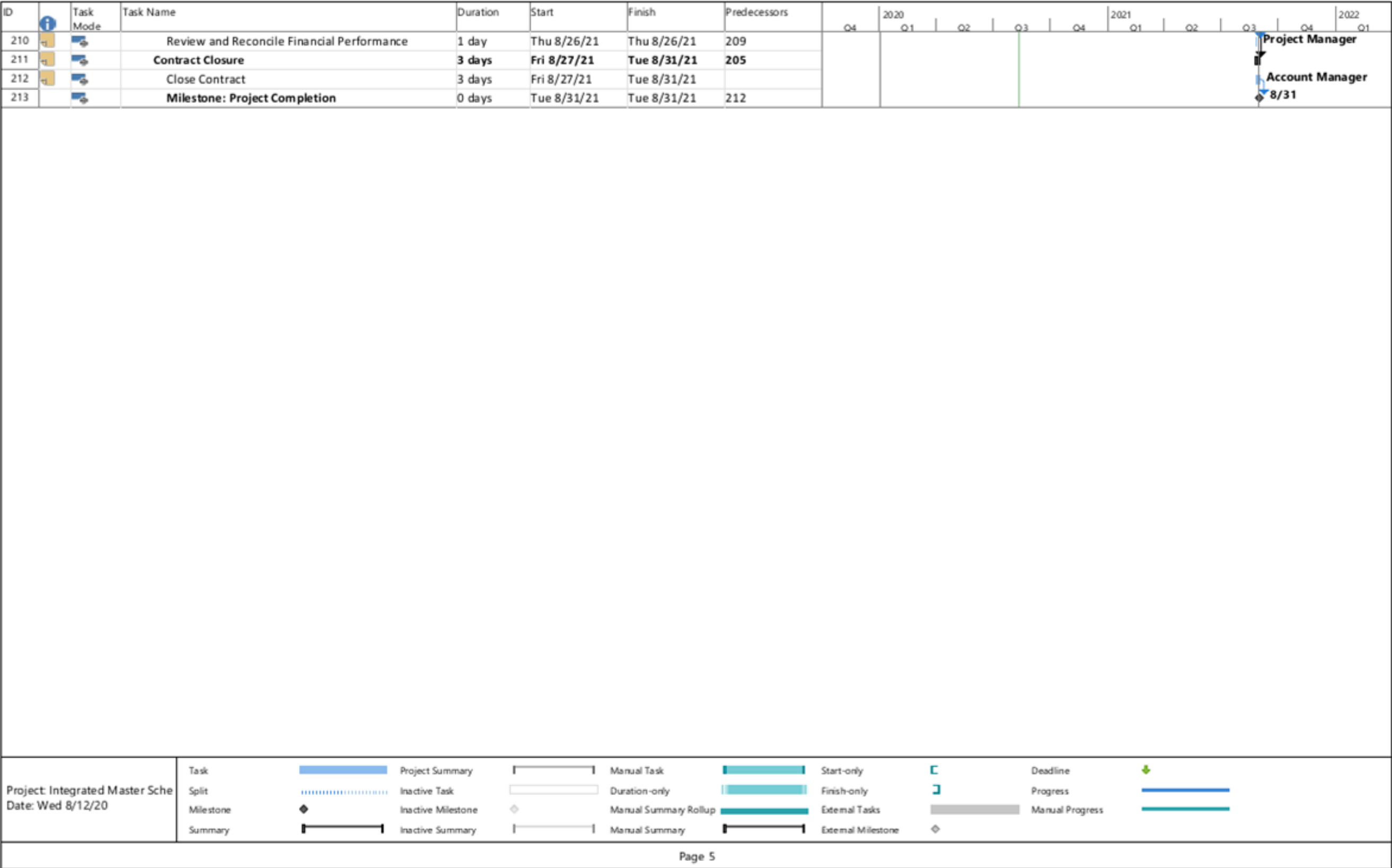


Critical Path Schedule (4 of 5)





Critical Path Schedule (5 of 5)



Project Team

Resumes

PROFESSIONAL SUMMARY

Mr. Addo-Yobo has over **15+ years of experience** as a professional Control Systems Engineering Consultant and is a goal-oriented individual with strong leadership capabilities. Mr. Addo-Yobo has extensive experience directing projects and has the ability to work collaboratively with our clients' staff, colleague engineers, and management. Mr. Addo-Yobo has a Professional Engineer (PE) license in the state of California and has a Bachelor's and Master's degree in Electrical Engineering. Odei's areas of expertise include development of system architectures and designs for Water/Wastewater Control Systems, PLC program development, HMI programming, Object-Oriented Architectures, Network Topology development, and SCADA systems.

PROJECTS

Coachella Valley Water District (CVWD), Coachella, CA:

Implementation of a New Master SCADA System. Odei was the Project Consultant responsible for providing engineering technical direction for the CVWD Master SCADA System replacement implementation. Also developed system-level architecture for SCADA system. Project Span is expected to be at least 5 years.

Santa Clarita Valley Water Agency, Santa Clarita, CA:

Upgrade of the client's existing SCADA System consisting of over 300 remote sites (Pump Stations, Wells, Reservoirs, and Turnouts). Included the design and installation of a new Ethernet radio mesh Network, design and integration of Wonderware ArchestrA System Platform HMI Software, new PLC Control Panels using Allen-Bradley ControlLogix PLCs for the 300+ Remote Sites, and installation of Video Surveillance Cameras at selected remote sites. Odei served as the consultant engineer, designing the system architecture and overseeing all technical aspects of the project and managing engineering resources to ensure successful delivery of this system.

Calleguas MWD, Thousand Oaks, CA:

95 Turnouts for water distribution. Odei was the Project Engineer responsible for the PLC programming of 95 Modicon Quantum/ Unity Pro PLCs and assisting, directing and supervising in the successful implementation of Wonderware ArchestrA HMI/SCADA application. Project spanned from 2008-2011.

Moorpark Pump Station Upgrade of Modicon Quantum/Unity Pro PLCs with design and integration. Project spanned from 2011-2012.

Kern County Water Agency, Bakersfield, CA:

Expansion and SCADA system upgrade of the Water Treatment Plant, where the capacity of the plant was doubled. The project consisted of adding a new: Power Sub Station, Photo Voltaic System, Feeder Pump Station, and an entire new Train (B) of Filters and associated equipment. In addition, the existing Treatment Plant was to be completely retrofitted and integrated into the new Wonderware ArchestrA SCADA system. The control system consisted of 30 Modicon Quantum PLC's strategically located throughout the plant connected over Fiber Optics communicating with Wonderware's ArchestrA Platform. Project Spanned from 2010-2013.

EXPERIENCE

Vice President, Engineering 2005- Present
Northern Digital Inc. Bakersfield, California

Williams Lea Corporate Information Services, New York, NY 2003 - 2005
Provided support services for investment bankers at Goldman Sachs. Coordinated shipping and distribution program ensuring on-time delivery of bankers' documents to local & external clientele.

MTN, Accra, Ghana 2001 - 2002
Odei was responsible for assisting in the remote maintenance and testing of the company's national wireless cellular communication networks. Identified switch delays and dispatched appropriate resources to ensure continuous services. Monitored network performance and capacity using Base Station Controller (BSC). Maintained switch traffic documentation. Performed on-site quality inspection when necessary. Trained and supervised a team of 12 technicians in telephone installation works for a customer service auditorium. Designed and implemented an optimization plan that helped improved the communication network trouble-shooting using Winfiol and C++ programming languages.

EDUCATION

City College of New York, New York: M.E. Electrical Engineering, June, 2005
University of Science & Technology, Ghana: B.S Electrical Engineering, July, 2001

CERTIFICATIONS

- Certified Developer: Wonderware System Platform Application Server 2014
- Certified Developer: Wonderware InTouch 2014
- Certified Developer: Wonderware Historian 2014
- GE Fanuc Automation Advanced HMI/SCADA iFIX Development
- ETAP Certification

ADDITIONAL SKILLS

- Wonderware ArchestrA HMI/SCADA application.
- PLC Programming: Allen-Bradley ControlLogix, CompactLogix, GE, Modicon Unity Pro
- Network & Communications Design and Implementation: Fiber Optic, Ethernet, Wireless, Radio
- GE Fanuc iFIX HMI/SCADA application
- Rockwell RSView Factory Talk HMI/SCADA application

PROFESSIONAL SUMMARY

Mr. Soto has over **25+ years of experience** as a project manager and **over 17 years of experience** in operations management for Northern Digital. Bob began with NDI 28 years ago as a state certified electrician. Bob was promoted into a supervisor management position in 1996 and has been the corporate Operations Manager since 2000, reporting directly to the CEO. As project manager, Bob is responsible for overseeing the project's scope, tasks and timeline, milestones and budget. He works closely with NDI's project consultants and lead engineers to manage the project's resources to ensure that projects are properly allocated to meet schedule and budget constraints. Bob is a conscientious individual who works well with the resources assigned to his projects and the customer's personnel.

PROJECTS

Plains Exploration and Production (PXP), Fellows, CA:

Construction of a new oil separation facility for the Reardon Field Expansion. NDI's Scope of Work included Consulting Engineering Design, PLC programming for the various plant processes, provide Project Wide engineering design for an ESD System, Well Field PLC programming, Wonderware ArchestrA HMI Development, PLC Control Panel design and fabrication (over 25 control panels), loop checks, system commissioning, and system startup. Bob was assigned as NDI's project manager responsible for interacting directly with PXP's representatives to ensure that the project scope was carried out in an effective and efficient manner.

Calleguas Municipal Water District (CMWD), Thousand Oaks, CA:

Design and Integration of Large-Scale Automation System: 95 Turnouts covering an approximate 30-mile radius. The primary project goal was to acquire essential Process and Billing information and send to a purveyor website where purveyors could view the data, and control their water usage. CMWD's new system could now control of the entire system from a centralized office. The SCADA system design was built upon Modicon Unity Pro PLCs and Wonderware ArchestrA HMI/SCADA application communicating over cellular. The Purveyor website was developed using Wonderware's information server and the common database was SQL Server. Bob was assigned as NDI's project manager responsible for interacting directly with the CMWD project manager to ensure that the project scope was carried out in an effective and efficient manner.

Kern County Water Agency, Bakersfield, CA:

Water Treatment Plant Expansion, where the capacity of the plant was doubled. The project consisted of adding a new Power Sub Station, Photo Voltaic System, Feeder Pump Station, and an entire new Train (B) of Filters and associated equipment. Also, once the new equipment was in service, the existing Train (A) was to be completely retrofitted and integrated into the new system. The system had to be staged such as to not shut down the Plant. The control system consisted of 30 Modicon Quantum PLCs strategically located throughout the plant connected over Fiber Optics communicating with Wonderware's ArchestrA Platform. Bob was assigned as NDI's project manager responsible for interacting directly with the Agency's representative to ensure that the project scope was carried out in an effective and efficient manner.

Freeport-McMoRan Oil & Gas (FMI), Fellows, CA:

Upgrade the Control / SCADA System for the Star Fee & McKittrick Front facilities including the Star Fee separators, McKittrick Front separators, Tank Farm, LACT units, air compressors, and the heat exchanger area. NDI's deliverables included consulting engineering, control panel design drawings, control philosophy development, detailed fiber network design, PLC program development, Wonderware ArchestrA SCADA development, SCADA PC hardware and software for the control panels, control panel fabrication services, commissioning and startup services, training, and documentation. The system was integrated into the existing Cymric Wonderware ArchestrA Galaxy. Bob was the assigned project manager responsible for dealing directly with FMI's project manager and ensuring that the project scope was carried out in an effective and efficient manner.

EXPERIENCE

Senior Operations Manager Northern Digital Inc. Bakersfield, California	1989- Present
IBEW LU #428 California State Certified Electrician, Commercial and Industrial Construction	1982 - 1989

EDUCATION

Grantham University: BS, Electronics Engineering Technology	June, 2015
Grantham University: AS, Electronics and Computer Engineering Technology	June, 2013
University of Phoenix: BSB, Information Systems	
California Electrician Apprentice Program: 4-year Electrical Theory	

CERTIFICATIONS

- State of California Certified Electrician IBEW
- UL-508A Industrial Control Panels Workshop

ADDITIONAL SKILLS

- CMMS (MAXIMO, MP2)
- Microsoft Office (Word, Excel, Access, Power Point)
- Microsoft Project, Visio, Outlook
- Microsoft Dynamics SL
- Adobe Acrobat
- Teamwork (Cloud-Based Project Management Suite)

PROFESSIONAL SUMMARY

Mr. Abat has over **18+ years of experience** as a professional Electrical and Control System Engineer and is trained in Modicon PLC programming, Allen-Bradley ControlLogix PLC Programming, and Certified by Wonderware for ArchestrA System Platform 2014. Ronne's experience includes Designing PLC Control Panels and overseeing panel shop fabrication to ensure UL-508A Standard compliance. Ronne has served as Lead Engineer on several projects utilizing AB ControlLogix, Modicon Quantum/Unity, and Wonderware ArchestrA HMI/SCADA application development and PLC programming using Allen-Bradley ControlLogix and Modicon Unity Pro PLC platforms. Ronne has hands-on experience working with VFD, soft starts, switchgear, and MCC equipment. He has also performed electrical load calculations, Electrical Power Distribution Analyses, Electrical Conduit Design and Routing, Arc Flash, Short Circuit Current, Coordination Studies, and Load Flow Analysis using ETAP 14.0. Ronne has also developed test procedures for FAT and Start-up testing.

PROJECTS

Coachella Valley Water District (CVWD), Coachella, CA:

Implementation of a New Master SCADA System. Ronne was the System Design Engineer responsible for providing the engineering support required for the CVWD Master SCADA System replacement implementation. This involves the PLC and HMI programming, system design, and integration and test to ensure the system was operational. Project Span is expected to be at least 5 years.

Santa Clarita Valley Water Agency, Santa Clarita, CA:

Upgrade of the client's existing SCADA System consisting of 65 remote sites (Pump Stations, Wells, Reservoirs, and Turnouts). Included the design and installation of a new Ethernet radio mesh Network, design and integration of Wonderware ArchestrA System Platform HMI Software, new PLC Control Panels using Allen-Bradley ControlLogix PLCs for the 65 Remote Sites, and installation of Video Surveillance Cameras at selected remote sites. Ronne served as the Project Engineer, aiding in the execution of all engineering tasks required for the upgrade project.

Kern County Water Agency, Bakersfield, CA:

Water Treatment Plant Expansion, where the capacity of the plant was doubled. The project consisted of adding a new Power Sub Station, Photo Voltaic System, Feeder Pump Station, and an entire new Train (B) of Filters and associated equipment. Also, once the new equipment was in service, the existing Train (A) was to be completely retrofitted and integrated into the new system. The system had to be staged such as to not shut down the Plant. The control system consisted of 30 Modicon Quantum PLCs strategically located throughout the plant connected over Fiber Optics communicating with Wonderware's ArchestrA Platform. Ronne served as the Project Engineer, providing the engineering support necessary to complete the project on-time and within the budget constraints.

Palm Springs Clarifier and Headworks Upgrade, Palm Springs CA:

Clarifier and Headworks Upgrade Ronne served as the Systems Engineer on the project and developed project submittals for Electrical and Controls including the development of Test Procedures, Loop Drawings, and Instrumentation Submittals. Ronne was also responsible for the acquisition, fabrication, and verification of system hardware in-compliance with the Project Specifications. Ronne also held Project Management Review Meetings and Control Meetings to meet Project Schedule and Requirements with Client, Design Engineers, and Multiple Contractors.

EXPERIENCE

Lead Control Systems Engineer 2011- Present
Northern Digital Inc. Bakersfield, California

Electrical Design Engineer 2006 - 2011
ProUsys Company, Bakersfield, CA

EDUCATION

San Jose State University: BS, Electrical Engineering May, 2002

CERTIFICATIONS

- Wonderware System Platform Application Server 2014 Certified Developer
- Wonderware InTouch 2014 Certified Developer
- Wonderware Historian 2014 Certified Developer

ADDITIONAL SKILLS

- Wonderware ArchestrA HMI/SCADA application
- PLC programming (Allen-Bradley ControlLogix and Modicon Unity Pro PLC Platforms)
- GE Fanuc Automation Advanced HMI/SCADA iFIX Development
- ETAP 14.0 Certified

PROFESSIONAL SUMMARY

Mr. Gamboa has over **20+ years of experience** as a Systems Engineer in the design, integration, and maintenance of instrumentation control systems in the oil and gas, and water / wastewater industries. Jesse has been involved in consulting engineering, system design engineering, system integration and implementation, communication and connectivity, troubleshooting and maintenance. Jesse is proficient in a number of PLC and HMI software packages and has experience with the following software: Rockwell Automation, Allen-Bradley family of PLC's, Modicon PLC's, Control Microsystems Telepace / SCADAPak PLC's, Rockwell Factory Talk HMI Software packages including RSView32, RSView Studio Pro, RSViewSE, and Rockwell's Active Display, Wonderware Intouch, Intellution, Fix, iFix, Fix32, PLC programming software including RSLogix5000, RSLogix 500, RSlogix 5, Telepace, Modicon Unity.

PROJECTS

Kern County Water Agency, Bakersfield, CA:

Water Treatment Plant Expansion, where the capacity of the plant was doubled. The project consisted of adding a new Power Sub Station, Photo Voltaic System, Feeder Pump Station, and an entire new Train (B) of Filters and associated equipment. Also, once the new equipment was in service, the existing Train (A) was to be completely retrofitted and integrated into the new system. The system had to be staged such as to not shut down the Plant. The control system consisted of 30 Modicon Quantum PLCs strategically located throughout the plant connected over Fiber Optics communicating with Wonderware's ArchastrA Platform. Jesse served as a project Systems Engineer, providing the support to the engineering team to complete the project on-time and within the budget constraints. Jesse also worked on the Fiber Communications network to ensure the site had reliable communications.

Cross Valley Canal Communications, Jesse has worked on the CVC upgrade of the SCADA communication system and upgrade of the SLC500 PLC's to Control Logix. Designed and implemented Cross Valley Canal mesh network radio upgrade using Strix Radios.

Santa Clarita Valley Water Agency, Santa Clarita, CA:

Communications Network and HMI Upgrade, Jesse has performed Radio Telemetry Surveys and Radio System Upgrade to a mesh network radio system using Strix Radios, Surveillance Camera Installations and Monitor, Network and Server configuration and Design as well as, assisted in providing screen additions to the existing ArchastrA software

Edwards AFB, Edwards, CA:

Rocket Launch Test Facility Site 1D and 2A, Jesse performed the system analysis and design upgrade of existing Factory Talk View SE Distributed Network infrastructure. Factory Talk SE programming and Factory Talk ME programming. Verification of ControlNet network and Ethernet SCADA network.

EXPERIENCE

Control Systems Engineer

Northern Digital Inc. Bakersfield, California

2009- Present

EDUCATION

California State University, Bakersfield:

BS, Business Administration,
Concentration in Management Information Systems

May, 1994

CERTIFICATIONS

- Wonderware System Platform Certified Developer (2010)
- Wonderware Industrial Application Server 2.0, (2005)
- Wonderware InTouch 9.0 CSI Certified Developer (2004)
- Rockwell Automation RSView SE Design and Development (2002)
- Rockwell Automation RSBizware Historian and RSSQL Training (2001)
- Rockwell Software RSLogix 500 Introduction to Programming (1999)

ADDITIONAL SKILLS

- Kepware OPC Server, RSLINX
- Win9111 Telephony Alarming Software, Rockwell RSView Alarming Software
- DiaLog Scout Remote Monitoring and Alarm Notification System
- **Radio Hardware and Software Systems:**
 - **Motorola Canopy and PTP**
 - **DataLinc**
 - **Esteem**
 - **EIPro**
 - **TransNet900**
 - **Strix Systems**
 - **Breezenet**
 - **WI LAN**
 - **Cambium**

PROFESSIONAL SUMMARY

Mr. Boateng has over **20+ years of experience** in Systems Engineering and Control System Design. Kwame's background is in Mechanical Engineering, Control Panel Design, Object-Oriented Design and Development of PLC and SCADA HMI programs. Kwame has been an integral part of several large projects. Kwame's technical abilities, core competencies and experience include the following:

- Lead Engineer for Wonderware ArchestrA HMI/SCADA application development and PLC programming. Development of PLC/Instrumentation control submittals for various wastewater and water treatment districts as well as Oil Production Companies.
- Experience with various PLC platforms to ensure controls and instrumentation were working as designed.
- Experience with electrical and automation Equipment such as Motor Starters, OIT, HMI, media converters, managed switches, UPS, and radios.
- Generation of Control Panel Design Drawings including Panel Layout Drawings, Electrical Wiring Diagrams, and I/O Module Wiring Diagrams.
- Development of Process Flow Control Diagrams and Loop Diagrams for numerous projects.
- Development of Supervisory Control and Data Acquisition (SCADA) Topology Designs, Network Designs, and Fiber Optics Design Drawings.
- Development of Process Control Philosophies, Operations Manuals, Instrument selection submittals for designs, and ISA Data Sheets for various projects.
- Design and programming of Programmable Logic Controllers (PLC) and Human Machine Interface (HMI) systems using object-oriented technologies. Network Hardware/Software Design including: TelCo, & Fiber Optic Experience in programming in numerous languages including C++, Visual Basic, SQL

PROJECTS

Coachella Valley Water District (CVWD), Coachella, CA:

Implementation of a New Master SCADA System. CVWD provides domestic water, wastewater, recycled water, irrigation, storm water protection, and groundwater management services to a population of 265,000 covering an area of 1,000 square miles. This project included 33 Canal Sites, 94 Wells, 61 Reservoirs, 158 Booster Pumps, 3 Wastewater Treatment Plants, and 30 Lift Stations. Kwame served as the Lead Systems Engineer, overseeing and leading the execution of engineering tasks on the project. From PLC and HMI programming, to interfacing with the operators and client's upper management, Kwame was a critical member of NDI's team. NDI was awarded a next-phase contract and is currently in the Preliminary Design of a New SCADA Upgrade System, involving an upgrade of the SCADA HMI Software to an Object-Oriented Platform using Wonderware ArchestrA System Platform 2017.

Freeport McMoRan, Inglewood, CA:

Inglewood Water Plant Upgrade: The project was an upgrade to an existing Water Plant Facility that processes roughly 380,000BBLs per day of water. This project included a complete Electrical Design Package, P&ID Development, Fiber Optic Topology and Installation. Design using ControlLogix PLCs, Wonderware ArchestrA, and Ethernet over Fiber Optics for communications.

Freeport McMoRan Oil & Gas, Bakersfield, CA:

PLC programming and HMI/SCADA applications: Direct and supervise other System Engineers with regards to control panel design, PLC programming and HMI/SCADA applications for 5+ years.

EXPERIENCE

Control Systems Engineering Lead 2012- Present
Northern Digital Inc. Bakersfield, California

Graduate Student Research Assistant 2010 - 2011
Center for Energy Research, University of Nevada, Las Vegas

Instructor 2010 - 2011
Department of Energy Systems Engineering, Koforidua Polytechnic, Koforidua, Ghana

EDUCATION

University of Nevada, Las Vegas (UNLV):
M.S. Mechanical Engineering, December, 2011

Loughborough University, Britain, United Kingdom:
MSc in Renewable Energy Systems Technology July, 2001

Kwame Nkrumah University of Science
BSc in Mechanical Engineering September, 2002

CERTIFICATIONS

- Invensys Wonderware - ArchestrA Developer
- Fundamentals of Engineering (FE / EIT)

ADDITIONAL SKILLS

- America Society of Mech. Engineers (ASME)
- International Society of Automation (ISA)

PROFESSIONAL SUMMARY

Mr. Marcus has over **10+ years of leadership and engineering experience** with a background in engineering and management. Joseph holds a Bachelor's degree in Electrical Engineering from UC Santa Barbara and a Master's degree from Johns Hopkins University in Systems Engineering. Prior to joining Northern Digital Incorporated, Joseph was a Senior Systems Engineer and Program Manager at Raytheon, managing projects with budgets of over \$350M+ and consisting of teams of over 30 interdisciplinary personnel including engineering, contracts, purchasing, and operations. Shortly after joining NDI, Joseph was promoted into a supervisory management position, overseeing multiple projects and ensuring on-time and on-budget execution while also providing a quality product and service. Joseph currently manages NDI's Business Development division and is responsible for maintaining and growing existing and new client relationships.

PROJECTS

Calleguas Municipal Water District, Thousand Oaks, CA:

Upgrade of Original Large-Scale Turnout System: Upgraded original 95 Turnouts covering an approximate 30-mile radius. The primary project goal was to acquire essential Process and Billing information and send to a purveyor website where purveyors could view the data, and control their water usage. CMWD's new system could now control of the entire system from a centralized office. The SCADA system design was built upon Modicon Unity Pro PLCs and Wonderware ArchestrA HMI/SCADA application communicating over cellular. The Purveyor website was developed using Wonderware's information server and the common database was SQL Server. Joseph served as NDI's project manager and lead engineer responsible for interacting directly with the CMWD project manager and personnel to ensure that the project scope was carried out in an effective and efficient manner.

Goleta Water District, Goleta, CA:

Booster Pump Station Upgrade This project involved the upgrade of an existing Booster Pump Station and included control panel modifications, a new control panel design, instrumentation, and loop testing. Joseph served as the Project Manager and Technical Lead on this project. His responsibilities included being the primary interface with the client and leading the engineering team towards the project objectives.

Kern County Water Agency, Bakersfield, CA:

Water Treatment Plant Expansion, where the capacity of the plant was doubled. The project consisted of adding a new Power Sub Station, Photo Voltaic System, Feeder Pump Station, and an entire new Train (B) of Filters and associated equipment. Also, once the new equipment was in service, the existing Train (A) was to be completely retrofitted and integrated into the new system. The system had to be staged such as to not shut down the Plant. The control system consisted of 30 Modicon Quantum PLCs strategically located throughout the plant connected over Fiber Optics communicating with Wonderware's ArchestrA Platform. Ronne served as the Project Engineer, providing the engineering support necessary to complete the project on-time and within the budget constraints.

EXPERIENCE

Manager, Business Development Northern Digital Inc. Bakersfield, California	2018- Present
Senior Systems Engineering Lead Raytheon Company, Goleta, CA	2010 - 2018

EDUCATION

Johns Hopkins University: MSE, Systems Engineering, (Baltimore, MD) Graduated with Honors	May, 2016
UC Santa Barbara: BS, Electrical Engineering (Santa Barbara, CA) Emphasis in Controls Systems	June, 2011

CERTIFICATIONS

- Earned Value Management Certification
- Professional Certification in Systems Engineering, Johns Hopkins University
- Six Sigma Certification

ADDITIONAL SKILLS

- UL-508A Control Panel Design
- Earned Value Management (EVM) Techniques
- Schedule Development and Critical Path Analysis
- Microsoft Office (Word, Excel, Access, Power Point, Project, Visio, VBA Programming)
- Teamwork Project Management Software
- Adobe Acrobat Pro

PSA ACCEPTANCE FORM

NDI has reviewed the sample PSA Acceptance Form and finds the form acceptable.

Additional Forms

Tabs A-G

Tab A – Proposal Checklist

Instructions:

- a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.
- b) Follow the instructions in each section of this solicitation.
- c) Present all requested items in the index tabs ordered **A through G** as shown.
- d) Label each item presented and include additional items on your table of contents.
- e) All proposals must include a detailed description of each proposed service to be provided.
- f) Proposers that do not follow the bid instructions found in the separate document titled “**Terms and Conditions**” may be found to be “non-responsive” and disqualified from the bid process.

Name of Company: Northern Digital, Inc.

Service to provide: Water System SCADA Improvement

Main Point of Contact: Martin Obermire

E-mail: martin.obermire@ndi.us

Phone: Office: 661-322-6044
Mobile 661-330-2429

Tab A Proposal Submission Checklist

General Proposer 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>)	47
☐ Tab B: Acknowledgements	51
☐ Tab C: Company Profile/ Experience	53
☐ Tab D: Scope of Services	60
☐ Tab E: References	61
☐ Tab F: Cost/Budget Narrative	Separate
☐ Tab G: Proposer Attachment	66

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, Martin Obermire

Northern Digital, Inc.

Printed Name of Agent/Officer

Name of Organization

hereby certify that Northern Digital, Inc. 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: 08/12/2020

Title of Agent/Officer: Executive 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 - Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Proposer(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 has 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 "Proposer 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. Insurance
- d. Conflict of Interest
- e. Governing Law
- f. Assignability of Agreement

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

PROPOSER'S RESPONSE: No Exceptions.

2. Evidence of Insurability/Business Licenses

All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer 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 company/firm/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 company/firm/contractor; 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 company/firm/contractor, 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 C - Company Profile/Experience

This section of the proposal is designed to establish the proposer 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. Qualified Consultants should have expertise in SCADA system design, a history of working with municipal clients, and an understanding of the needs associated with operating a potable water system. Consulting services shall consist of all items of work necessary to complete the tasks outlined in the RFP and shall be performed by a registered Professional Engineer.

The following information must be provided as follows:

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

PROPOSER'S RESPONSE: Northern Digital, Inc., S-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 any Oxnard 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. PROPOSER'S RESPONSE: Larry Vasquez, Martin Obermire, Odei Addo-Yobo. No contributions were made.

b. PROPOSER'S RESPONSE: Larry Vasquez President, Martin Obermire VP, Odei Addo-Yobo VP. See proposal for org chart.

c. **PROPOSER'S RESPONSE:** NDI has been in business for 32 years.

d. **PROPOSER'S RESPONSE:** 4701 Corporate Court, Bakersfield, CA 93311, 30 employees.

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer 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.

PROPOSER'S RESPONSE: There are no previous, ongoing or pending investigations involving NDI or any of its employees.

4. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

PROPOSER'S RESPONSE:	Larry Vasquez Martin Obermire	larry.vasquez@ndi.us martin.obermire@ndi.us
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5. **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.)

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

- Current Responsibilities
- Qualifications/Experiences
- Education
- Certifications/licenses, if applicable
- List other pertinent information that will assist in evaluating Proposer's qualifications.

Odei Addo-Yobo, P.E.

a. **PROPOSER'S RESPONSE:** V.P. of Engineering and Engineering Consultant

b. **PROPOSER'S RESPONSE:** 15+ years experience. BS and MSEE, PE Electrical
Engineering, Control Systems Architect

c. **PROPOSER'S RESPONSE:** BSEE University of Science & Technology, Ghana
MSEE City College of New York, New York
Certified Developer: Wonderware System Platform, Application
Server 2014, Wonderware InTouch 2014, Wonderware
Historian 2014, GE Fanuc Automation Advanced HMI/SCADA
iFIX Development, ETAP Certification

e. **PROPOSER'S RESPONSE:** Goal-oriented individual with strong leadership capabilities

Proposer can add as many sections to this response box as it needs to state all employees providing services.

Bob Soto

a. ***PROPOSER'S RESPONSE:*** Senior Operations Manager / Project Manager

b. ***PROPOSER'S RESPONSE:*** 28+ years experience. BS Electronics Engineering
Technology

c. ***PROPOSER'S RESPONSE:*** BS Electronics Engineering Technology, Grantham University

d. ***PROPOSER'S RESPONSE:*** Certified Electrician IBEW, UL508A Industrial Control Panels

e. ***PROPOSER'S RESPONSE:*** Conscientious individual who works well with the resources
assigned to his projects and the customer's personnel

Proposer can add as many sections to this response box as it needs to state all employees
providing services.

Kwame Agyenim-Boateng

a. ***PROPOSER'S RESPONSE:*** Lead Control Systems Engineer

b. ***PROPOSER'S RESPONSE:*** 20+ years experience. BS/MSME. MSc Renewable Energy

c. ***PROPOSER'S RESPONSE:*** BSc ME Kwame Nkrumah University of Science,
MSME UNLV, MSc Renewable Energy System Technology
Loughborough University, Britain, UK.

d. ***PROPOSER'S RESPONSE:*** Invensys Wonderware ArchestrA Developer, Fundamentals of
Engineering (FE/EIT)

e. ***PROPOSER'S RESPONSE:*** Reserved, highly-technical driven individual with a strong
expertise in control system design and integration.

Proposer can add as many sections to this response box as it needs to state all employees providing services.

Ronne Abat

a. ***PROPOSER'S RESPONSE:*** Lead Control Systems Engineer

b. ***PROPOSER'S RESPONSE:*** 18+ years experience. BSEE

c. ***PROPOSER'S RESPONSE:*** BSEE San Jose State University

d. ***PROPOSER'S RESPONSE:*** Wonderware Developer: System Platform App Server 2014, Intouch 2014, Historian 2014, Allen-Bradley, GE Fanuc, ETAP 14.0 Certified.

e. ***PROPOSER'S RESPONSE:*** Experienced technical individual with strong background in Electrical Engineering.

Proposer can add as many sections to this response box as it needs to state all employees providing services.

Jesse Gamboa

a. ***PROPOSER'S RESPONSE:*** Control Systems Engineer

b. ***PROPOSER'S RESPONSE:*** 20+ years experience

c. ***PROPOSER'S RESPONSE:*** BS Business Administration, Concentration Management
Information Systems, CSU Bakersfield

d. ***PROPOSER'S RESPONSE:*** Wonderware Developer: System Platform App Server 2005,
Intouch 9.0, Rockwell Automation RSView, RSBizware,
RSLogix 500.

e. ***PROPOSER'S RESPONSE:*** Driven, knowledgeable individual with a strong background
in IT and Network Design.

Proposer can add as many sections to this response box as it needs to state all employees
providing services.

Tab D - Scope of Services

Summary of Services

This solicitation has a space provided below for response to proposal requirements and scope of services

See Section 7 of RFP for Scope of Services and Section 8 for Proposal Requirements

PROPOSER'S RESPONSE:

NDI will meet all requirements described in the RFP as stated in NDI's proposal.

Tab E – References

All Proposer(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 Simi Valley County Waterworks District No. 8
Address:	500 West Los Angeles Avenue, Simi Valley, CA
Contact person:	Daniel Newton, Deputy Director
Email address:	DNewton@simivalley.org
Telephone address:	(805) 583-6469
Project name:	SCADA Consulting & Maintenance PSA
Dates worked performed:	Ongoing for 13+ years. Just recently renewed
Summary of scope of services:	Upgrade SCADA System to Allen Bradley ControlLogix and Strix 5.6g Radios over Ethernet and 2.4g ProSoft Radios
Project cost:	\$532k

Reference 2	
Company name:	Calleguas Municipal Water District (CMWD)
Address:	2100 Olsen Rd, Thousand Oaks, CA 91360
Contact person:	Tony Goff, General Manager
Email address:	tgoff@calleguas.com
Telephone address:	(805) 579-7138
Project name:	Various
Dates worked performed:	Ongoing for 15+ years
Summary of scope of services:	New SCADA System over cellular, 95 turnout sites, M340 PLCs, Wonderware ArchestrA, PLC / HMI, Panels,
Project cost:	\$2.60M

Reference 3	
Company name:	Santa Clarita Valley Water Agency (SCVWA)
Address:	26521 Summit Cir, Santa Clarita, CA 91350
Contact person:	Keith Abercrombie, Chief Operating Officer (COO)
Email address:	kabercrombie@scvwa.org
Telephone address:	(661) 259-2737
Project name:	Various
Dates worked performed:	1997-2018
Summary of scope of services:	Upgraded and maintained SCADA system for 160+ remote sites (pump stations, wells, reservoirs)
Project cost:	\$2.31M

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.

PROPOSER'S RESPONSE: Located in Attachment 1

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

PROPOSER'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, Proposers must provide fully inclusive blended rates, which are all-encompassing of the Proposer's project-related or supported expenses, including travel expenses. Proposers 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) Cost to be submitted in separate sealed envelope.

Located in Attachment 2

Tab G - Proposer Attachment

Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers 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 Proposer’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 proposer 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.)

PROPOSER’S RESPONSE: Located in “Attachment 1”

2. Proof of non-profit status, if applicable

PROPOSER’S RESPONSE: Located in “Attachment 2”

Tab G - Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers 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 Proposer’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	3-year Project Contract History	6 6
Attachment 2	Cost Proposal	Separate File
Attachment 3		
Attachment 4		
Attachment 5		
Attachment 6		
Attachment 7		
Attachment 8		

Contract History (3-Year)

Proposal #	Project	Owner	Location	Contact	Phone Num	Bid #	Project Type	Project Budget
01/31/17	Foothill Feeder Project	Castaic Lake Water Agency	Santa Clarita, CA	Matt Stone	661-297-1600	Public	PSA Design/Build	\$ 50,020.00
03/21/17	Upgrade the Treatment Plant Master PLC Program	City of Simi Valley	Simi Valley, CA	Dan Newton	805-583-6494	Public	PSA Design/Build	\$ 125,000.00
04/24/17	Pump Station Replacement Project	Otay Water District	San Diego, CA	Jeffrey Marchioro	619-670-2222	Public	Bid Specification	\$ 264,448.00
08/30/17	PLC and HMI/SCADA Consulting & Integration for the Wellfield Emergency Generators	Calleguas Municipal Water District	Thousand Oaks, CA	Kristine McCaffrey	805-526-9323	Public	PSA Design/Build	\$ 300,451.00
09/28/17	TVR Compressor System for Hopkins Facility - Control System Integration	Sentinel Peak Resources	McKittrick, CA	Bill Heuer	805-509-3016	Private	PSA Design/Build	\$ 109,100.00
10/03/17	TVR Compressor System for Bremer & McKittrick Front Facilities - Control System Integration	Sentinel Peak Resources	McKittrick, CA	Bill Heuer	805-509-3016	Private	PSA Design/Build	\$ 55,600.00
12/15/17	Hopkins Water Injection Project - Control System Integration	Sentinel Peak Resources	McKittrick, CA	Bill Heuer	805-509-3016	Private	PSA Design/Build	\$ 86,730.00
01/09/18	Master SCADA System	Coachella Valley Water District	Palm Desert, CA	Luis Maciel	760-398-2651	Public	PSA Design/Build	\$ 3,361,137.95
01/18/18	Consulting Engineering Services - SCADA Hardware and Software Upgrade	Kern County Water Agency	Bakersfield, CA	Matt Garrison	661-634-1400	Public	PSA Design/Build	\$ 79,375.00
05/15/18	Cybernet Mini Rugged PC - Turnout Automation Upgrade	Calleguas Municipal Water District		Kristine McCaffrey	805-526-9323	Public	PSA Design/Build	\$ 489,080.00
05/18/18	Lost Canyon Development Booster Pump Station	City of Simi Valley	Simi Valley, CA	Dan Newton	805-583-6494	Public	PSA Design/Build	\$ 67,650.00
06/12/18	Newhall Ranch - Needham PS and Reservoir	Santa Clarita Valley Water Agency	Santa Clarita, CA	Gil Hermosillo	661-297-1600	Public	PSA Design/Build	\$ 83,500.00
06/19/18	SCADA On-Call Consulting Services	City of Thousand Oaks	Thousand Oaks, CA	Jay Spurgin	805-449-2423	Public	PSA Design/Build	\$ 197,700.00
07/02/18	La Granada Pump Station Project	City of Thousand Oaks	Thousand Oaks, CA	Jay Spurgin	805-449-2423	Public	PSA Design/Build	\$ 82,200.00
07/23/18	Inglewood Gas Plant HMI Upgrade Project	Sentinel Peak Resources	McKittrick, CA	Rick Norton	323-244-6840	Private	PSA Design/Build	\$ 361,709.00
08/15/18	New West Well PLC Control Panel	Golden Oak Ranch Properties	Newhall, CA	Steve Sligh	661-259-8717	Public	PSA Design/Build	\$ 69,297.00
08/30/18	San Ricardo & Anita Well/Filtration System Upgrade	Goleta Water District	Goleta, CA	Daniel Guest	805-698-0776	Public	PSA Design/Build	\$ 52,600.00
11/04/18	Cymric Water Plant Control/SCADA System Upgrade #1	Sentinel Peak Resources	McKittrick, CA	Bill Heuer	805-509-3016	Private	PSA Design/Build	\$ 127,800.00
11/13/18	Canal PLC Programming	Coachella Valley Water District	Palm Desert, CA	Luis Maciel	760-398-2651	Public	PSA Design/Build	\$ 201,900.00
01/03/19	PLC Program Development for 14 existing SCIPAR PLCs	Coachella Valley Water District	Palm Desert, CA	Luis Maciel	760-398-2651	Public	PSA Design/Build	\$ 861,800.00
01/25/19	Cymric Water Plant Control/SCADA System Upgrade #2	Sentinel Peak Resources	McKittrick, CA	Bill Heuer	805-509-3016	Private	PSA Design/Build	\$ 291,000.00
01/30/19	TOU Functionality Upgrades & Seismic Control Upgrades	City of Simi Valley	Simi Valley, CA	Dan Newton	805-583-6494	Public	PSA Design/Build	\$ 65,200.00
03/15/19	Canal OIT Quick Panel Integration	Coachella Valley Water District	Palm Desert, CA	Jim Kennedy	760-398-2651	Public	PSA Design/Build	\$ 63,400.00
03/19/19	SCADA Master Plan Development	Goleta Water District	Goleta, CA	Daniel Guest	805-698-0776	Public	PSA Design/Build	\$ 120,400.00
03/28/19	Diatomite (8) Well PLC Control Panels for Star Fee	Sentinel Peak Resources	McKittrick, CA	Bill Heuer	805-509-3016	Private	PSA Design/Build	\$ 114,800.00
04/16/19	Well/Booster Pump Station PLC Control Panel	Santa Clarita Valley Water Agency	Santa Clarita, CA	Gil Hermosillo	661-297-1600	Public	PSA Design/Build	\$ 191,800.00
04/26/19	Cooling Plant Diatomite Thermal Enhancement Project, Plant #6 & #7 - Control System Integration	Sentinel Peak Resources	McKittrick, CA	Bill Heuer	805-509-3016	Private	PSA Design/Build	\$ 87,400.00
05/02/19	EI Cielito Pump Station Upgrade	City of Santa Barbara	Santa Barbara, CA	Linda Sumansky	805-564-5361	Public	Bid Specification	\$ 210,200.00
06/03/19	Montebello Production Facility - Micro Turbine, Gas Compressor and CEB Flare Project SCADA/HMI Design & Integration Services	Sentinel Peak Resources	McKittrick, CA	Rick Norton	323-244-6840	Private	PSA Design/Build	\$ 70,900.00
06/19/19	Magic Mountain Tank #2 Project - I&C Specification Development	Santa Clarita Valley Water Agency - Jensen	Santa Clarita, CA	Gil Hermosillo	661-297-1600	Public	PSA Design/Build	\$ 90,520.00
06/28/19	PLC Control Panel Design & Fabrication	Santa Clarita Valley Water Agency	Santa Clarita, CA	Gil Hermosillo	661-297-1600	Public	PSA Design/Build	\$ 87,500.00
07/16/19	Canal Lateral PLC Control Panel	Coachella Valley Water District	Palm Desert, CA	Jeff Robertson	760-398-2651	Public	PSA Design/Build	\$ 151,500.00
08/21/19	Arsenic Well #12 - I&C	Arvin Community Services District	Arvin, CA	Curtis Skaggs	661-854-2127	Public	Bid Specification	\$ 96,500.00
10/02/19	Delano Well #14 - I&C	City of Delano	Delano, CA	Ricardo Chavez	661-720-2228	Public	Bid Specification	\$ 74,500.00
10/08/19	Las Virgenes MWD/Calleguas MWD - Engineering Design & Specification Development for Instru. & Control Design	Calleguas Municipal Water District		Kristine McCaffrey	805-526-9323	Public	PSA Design/Build	\$ 118,250.00
11/15/19	Industrial Control Panels	Los Angeles Department of Water and Power	Los Angeles, CA	Diane Torres	213-367-2250	Public	Bid Specification	\$ 235,000.00
12/04/19	SCADA Control View Monitors for CVC B Plants	Kern County Water Agency	Bakersfield, CA	Matt Garrison	661-634-1400	Public	PSA Design/Build	\$ 83,500.00
12/19/19	Five Diatomite (8) Well PLC Control Panel for KKSCW	Sentinel Peak Resources	McKittrick, CA	Bill Heuer	805-509-3016	Private	PSA Design/Build	\$ 143,500.00
12/20/19	Bradley Turnout Control Panel	Calleguas Municipal Water District	Thousand Oaks, CA	Kristine McCaffrey	805-526-9323	Public	PSA Design/Build	\$ 25,000.00
01/15/20	Water Reclamation Project	County Sanitation Districts of Los Angeles County	Los Angeles, CA	Allen Bishop		Public	Bid Specification	\$ 64,920.00
01/29/20	SCADA Onsite Services	Goleta Water District	Goleta, CA	Daniel Guest	805-698-0776	Public	PSA Design/Build	\$ 168,000.00
06/09/20	Upgrade the Treatment Plant Master PLC Program	City of Simi Valley	Simi Valley, CA	Dan Newton	805-583-6494	Public	PSA Design/Build	\$ 400,000.00
07/09/20	Water Reclamation Facility I&C Upgrades	City of Santa Paula	Santa Paula, CA	Dan Singer		Public	PSA Design/Build	\$ 382,440.00



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

DATE: March 2, 2021

TO: Housing Authority Board

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Award of Contract for the Boiler Replacement at Plaza Vista

RECOMMENDATION

That the City of Oxnard Housing Authority Board of Commissioners approve and authorize the Chairman to execute a firm-fixed price contract in the amount of \$291,308 with HPS Mechanical, Inc. (Agreement number A-8297), using funds previously appropriated from the 2020 Capital Fund grant, for the Boiler Replacement project at Plaza Vista apartments located at 401 South C Street.

BACKGROUND

In January 2020, the Oxnard Housing Authority (OHA) solicited bids for the replacement of the boilers located at Plaza Vista. During the solicitation period one bid was received and evaluated. HPS Mechanical, Inc. was considered to be a responsive bidder.

This project was anticipated and approved by the Housing Board of Commissions as part of the 5-Year Agency Plan on April 7, 2020.

STRATEGIC PRIORITIES

This is routine in nature and not related to the strategic priorities.

FINANCIAL IMPACT

The project will be funded by Public Housing Capital Fund Grants; therefore, there is no impact to the City operating fund or General Fund.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. HPS MECHANICAL CONTRACT FINAL

CAPITAL IMPROVEMENT CONTRACT

Contract No: **A-8297**

Name of Contractor: HPS Mechanical, Inc.

Address: 3100 E Belle Terrace, Bakersfield, CA 93307

Project description: Boiler Replacements at Plaza Apartments (CAL 31-5)

This Capital Improvement Contract ("**Contract**") is made at Oxnard, California, as of this 1st day of February 2021 between the City of Oxnard Housing Authority, called herein the "**Authority**", and the above-named contractor ("**Contractor**") for the construction of the capital improvement project described herein. The parties hereto agree as follows:

I. Type of Contract

This contract is a firm-fixed price contract as defined by 2CFR Part 200 and the Department of Housing and Urban Development (HUD) Handbook 7460.8, Rev. 2.

2. Contract Price

Contractor shall perform the work described in **Exhibit A**, attached hereto and incorporated herein by this reference, Authority shall pay Contractor, as described in **Exhibit B**, attached hereto and incorporated herein by this reference, in full payment for said work, the following sum: **\$291,308**

The above sum includes all taxes and the costs of any required bonds, required certificates and permit fees.

3. Payment Schedule

Authority shall pay Contractor no later than 30 calendar days after Authority accepts Contractor's invoices and Authority shall make final payment no later than 60 calendar days after Authority has issued and approved a certificate of completion for the work contemplated herein, provided that the Authority may withhold from progress payments an amount equal to 5 percent of the progress payment and may withhold from final payment an amount sufficient to protect the Authority from disputes equivalent to 150 percent of the value of any disputed amount of work.

4. Scope of Work

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work described in Exhibit A.

5. Contract Documents

The complete Contract consists of all the following, which are specifically incorporated herein by reference:

- a. Change Orders
- b. Contract Amendments –
- c. This Contract
- d. Amendments to HUD Form 5370
 - e. HUD Form 5370 General Conditions for Construction Contracts – Public Housing Programs
 - f. Specifications
 - g. Plans
 - h. Permits
 - i. Contractor's bid proposal and list of subcontractors (if applicable).
 - j. Addenda to Notice Inviting Bids:
 - k. The Notice Inviting Bids
 - l. Performance and payment bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent of the Contract price.
 - m. Insurance as required by the specifications and applicable law.
 - n. All applicable wage determinations, safety and health regulations, non-discrimination provisions, labor standards, and requirements if the Contract is federally assisted. This includes but is not limited to such items enumerated in the specifications and addenda thereto.

6. Indemnity

Contractor agrees to indemnify, hold harmless and defend Authority, its Commission, and each member thereof, and every officer, employee, representative or agent of Authority, 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 Contractor or its agents, employees, Subcontractors, Contractors, and other persons acting on Contractor'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 Contractor or its agents, employees, subcontractors, consultants and other persons acting on Contractor's behalf would be held strictly liable.

7. Time for Performance

The time limit for the completion of the work is **75 working days** after Notice to Proceed.

Contractor shall not perform any work until the Authority issues a Notice to Proceed.

Work will be completed within the time limit specified above and in the Notice to Proceed.

8. Acknowledgement

Contractor by signing hereunder acknowledges that he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

CITY OF OXNARD
HOUSING AUTHORITY

HPS MECHANICAL

John C. Zaragoza
Chairman

Scott DenHerder
Vice President

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer,
Housing General Counsel

Rhonda Hodge
Housing Finance Officer

APPROVED AS TO COMPLIANCE:

Rhonda Hodge
Contract Administrator

EXHIBIT A

SCOPE OF WORK

Scope of work for boiler replacement of both hydronic heating and domestic hot water boilers located **at 401 South C Street**.
Project to contain the following;

Any components being replaced must be in new condition.

- Demolition and removal of existing heating and hot water boilers to offsite facility.
- Installation of two (2) Raypak WH3-302 boilers with factory mounted pumps Installation of one (1) SureRack kit.
- Installation of all necessary copper pipe, fittings and valves for proper system operation.
- Installation of all necessary venting type "B" double wall venting with roof flashing and termination kits.
- Installation of one (1) ASME 235-gallon vertical glass lined storage tank.
- One (1) SureRack kit, one (1) temperature, and pressure gauge.
- One (1) temperature and pressure valve.
- Installation of one (1) new 14-gallon expansion tank
- Installation of all necessary electrical components.
- Installation of one (1) new domestic hot water return pump.
- Installation of two (2) Raypak H3-752C Hi Delta Hydronic Boilers. Install Raypak outdoor air sensor and program reset curve.
- Installation of one (1) new factory supplied cast iron circulator for boiler.
- Installation of all necessary pipe fitting and valves for proper primary secondary system operation.
- Installation of all necessary AmeriVent double wall venting with fittings to point of connection at roof in boiler room. Installation of all necessary natural gas piping.
- Installation of all necessary electrical for proper operation.
- Demolition of existing expansion tank and stand.
- Installation of one (1) new Thrush NLA85 Expansion Tank. Installation of one (1) Wingert 2.5gallon chemical pot feeder.
- Installation one (1) fused disconnects for boiler.

- Install 120-volt convenience outlet at boiler location.
- Installation of one (1) emergency disconnects at door for boiler shut down.
- Installation of two (2) 3-phase cast iron circulator with new strainers, check valves and isolation valves.
- Installation of two (2) circuit setters.
- Installation of one (1) new Bell & Gossett 3 Air Separator with Hoffman # 79 auto air vent.
- Installation of new Bell & Gossett $\frac{3}{4}$ feed regulator with by pass with gauges and Apollo $\frac{3}{4}$ " back flow preventer with air gap drain. Insulate all contractor installed piping with 1" fiberglass wall thickness with PVC fittings.
- Pouring of all necessary housekeeping pads for mechanical equipment.
- Seismically secure all equipment.
- Provide shop drawings prior to start of work for government approval.
- Provide factory start-up and calibration.
- Provide training to facilities maintenance staff.

Work Hours:

From 8:00 AM to 6:00 PM max. Including 1 hour lunch.

No work is allowed Saturdays, Sundays and during any official holidays.

Housing Authority is closed every other Fridays and no work is allowed on the off Fridays.

Compliance with all Laws:

The contractors shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the contractors perform pursuant to the contract documents.

Project Schedule:

The contractor is expected to complete the job in not to exceed seventy-five (75) working days.

Tenants Notification:

Based on the above schedule, the contractor is expected to work with the project manager in working out a work schedule. In addition to the contractors, we will also notify the residents based on the work schedule.

Warranty:

All parts of the installation are to be guaranteed in writing by the contractor to be free from defects in installation for a period of **one (1) year** from the date of written substantial completion acceptance of the entire project by the owner. The contractor shall replace and/or repair, without charge to the owner, any part or parts of the installation of the piping systems, which fails due to the defects of installation during the guaranteed period.

Submittals:

Product Data: Provide data indicating general assembly, components, controls, safety controls, and wiring diagrams with electrical characteristics and connection requirements.

Warranty: Submit manufacturer warranties and ensure forms have been completed in Owner's name and registered with manufacturer.

Final Walkthrough and Sign off:

The contractor is required to call for a final walk through with the project manager and the Housing Authority staff after completion each unit, one building, or one phase. A punch list will be developed. Upon final approval the contractor may bill the Housing Authority for that phase of the project.

EXHIBIT B

PAYMENT SCHEDULE

BOILER REPLACEMENTS

401 S C Boiler Replacement		Cost
Boiler Brand	Raypak	
Boiler Make & Model	WH3-302C & H3-752C	
Boiler Unit Cost	\$8,000 & 9,500	
Total Boiler Costs - Four (4) New Units		\$ 35,000
Additional Boiler System Components and Materials		\$ 40,000
Total Labor:		\$130,000
Other Costs (describe): Subcontractor, mobilization, mark-up and miscellaneous costs.		\$ 86,308
TOTAL COST (not to exceed):		\$291,308



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

DATE: March 2, 2021

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7708, alexander.hamilton@oxnard.org

SUBJECT: Authorization to Submit a Grant Application to Federal Emergency Management Agency (FEMA) Fire Prevention and Safety (FP&S) for \$362,175 for the Purchase and Installation of Smoke and Carbon Monoxide Detectors.

RECOMMENDATION

That the City Council adopt a resolution that:

1. Ratifies the submission of an application to the Federal Emergency Management Agency (FEMA) Fire Prevention and Safety (FP&S) for \$362,175 for the purchase and installation of smoke and carbon monoxide detectors with no matching fund requirement;
2. Authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. Authorizes the Chief Financial Officer or designee to submit financial reports and grant claims, approve budget appropriations for the use of grant funds and perform all other required financial actions; and
4. Authorizes the Fire Chief or designee to submit non-financial reports.

BACKGROUND

The Fiscal Year (FY) 2020 Fire Prevention and Safety (FP&S) Grant Program (hereafter referred to as the FP&S Program) is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The FP&S Program accomplishes this by providing financial assistance directly to eligible fire departments, national, regional, state, local, tribal and non-profit organizations such as academic (e.g., universities), public health, occupational health, and injury prevention institutions for fire prevention programs and supporting firefighter health and safety research and development.

The Oxnard City Fire Department has been awarded two FP&S grants for smoke detector and carbon monoxide detector installation in the past. The funding allowed the distribution and installation of 5,000 carbon monoxide detectors and 5,000 smoke detectors in 2014 and 2,500 smoke detectors in 2015.

DISCUSSION

According to a report published by the National Fire Protection Agency in 2019, three out of five home fire deaths resulted from homes without smoke detectors or with smoke alarms that were not working. Additionally, the risk of dying in a home fire is cut in half with working smoke detectors.

To protect the members of the Oxnard community, the Fire Department has submitted an application to FEMA for FP&S funding that will allow the purchase of and cost for staff to install, 5,000 dual purpose smoke and carbon monoxide detectors. The detectors to be installed will be tamper-proof with a ten-year life span.

The funding request is for six-months of salary and benefits for a Fire Prevention Inspector to be assigned specifically to provide community outreach, public education, and installation of detectors in the Oxnard private residences. The funds requested will purchase 5,000 dual purpose smoke/carbon monoxide detectors and 15 strobe light smoke/carbon monoxide detectors for the deaf and hearing impaired.

The grant solicitation was posted on January 18, 2021 with a deadline of February 26, 2021. If awarded, the proposed grant period is May 17, 2021 through May 16, 2022. The request for funding is in the amount of \$362,175 and does not require a local match.

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 with the ratification of the submission of this grant application to the Federal Emergency Management Agency (FEMA). Upon award, the grant award will be recognized and appropriate accordingly.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Amy Van Atta, Management Analyst II

ATTACHMENTS

1. Resolution 2020 FP&S Application.v2

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD RATIFYING
SUBMITTAL OF FEDERAL EMERGENCY MANAGEMENT AGENCY GRANT
APPLICATION

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

WHEREAS, the Fire Department has requested that City Council ratify the submission of a grant application to the Federal Emergency Management Agency (FEMA) Fire Prevention and Safety (FP&S) for \$362,175 for the purchase and installation of smoke and carbon monoxide detectors.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to ratify the submittal of a grant application by the City Manager for Fire Department enhancement. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, approve special budget appropriations during FY 2020-2021 for the use of the grant funds and perform all other required financial actions; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 2nd day of March 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney



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

DATE: March 2, 2021

TO: City Council

FROM: Craig B, Public Works Director, (805) 385-8055, craig.b@oxnard.org

SUBJECT: Statewide Park Development and Community Revitalization Program Grant Application Resolution.

RECOMMENDATION

That the City Council adopt resolutions:

1. Authorizing the City Manager to submit an application for an amount not to exceed \$8,500,000 in Statewide Park Development and Community Revitalization Program grant funds for the Durley Park Expansion and Improvement Project; and
2. Authorizing the City Manager or designee to execute grant agreements.

BACKGROUND

The intent of the Statewide Park Development and Community Revitalization Program (State Parks Program or SPP) competitive grants are to create new parks and new recreation opportunities in critically underserved communities across California. This is the fourth and final round of SPP grants and includes \$395.3 million of Proposition 68 funding.

The SPP grant is a highly competitive program and a number of factors go into applicants' scores, including broad community engagement and disadvantaged community status as examples. The City was awarded grant funding from Round 3 of the program for the Campus Park Activation Project in FY 2019-20 for \$8.5 million. For the City's 2021 application to the grant program, Durley Park was selected by staff as the most eligible and applicable site in the City after review of all eligible sites. Staff reviewed the grant details thoroughly and assessed various project alternatives in the context of the grant's scoring criteria and the City's needs.

DISCUSSION

The grant application requires the use of public workshops to engage residents in prioritizing and selecting the recreation features that will be included in the grant application. Staff held a series of workshops, beginning in October of 2020 and concluding in January of 2021. These workshops included the following:

- October 12th-16th: Workshops with students from McKinna, Kamala, and Dr. Lopez Jr. High (virtual)
- October 29th: Workshop with Durley Preschool and staff who previously worked at the Durley Youth Center (virtual)
- November 5th: Sunset Little League workshop (in-person, outdoors at the park)
- Saturday, November 21st: Community workshop (in-person, outdoors at the park)
- Sunday, January 24th: Final community workshop (virtual)

Through these workshops, residents developed the conceptual design that will be included in the grant application and that integrates the following features:

1. Security and athletic lighting
2. Walking track
3. Additional basketball court
4. Parking improvements
5. Bike and skateboard pump track at the unused bowl areas in the southwest corner of the park
6. Water conservation efforts and landscaping
7. Murals on the existing tanks on site
8. Water station for filling up water bottles
9. Upgraded irrigation system
10. Exercise stations along the trail
11. Public restroom

Targeted invitees to the community workshops:

- McKenna, Kamala, and Dr. Lopez Jr. High School
- Preschool and Durley Youth Center youth
- Sunset Little League
- Neighborhood Councils (Kamala and Bartolo Square North) and residents
- Parks, Recreation, and Community Services Commission
- Ventura County Public Health and contacts
- United Farmworkers Foundation

The grant application is due March 12, 2021.

STRATEGIC PRIORITIES

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

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

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

FINANCIAL IMPACT

At the time of report writing, the cost for the Durley Park Expansion and Improvement Project is estimated to be \$5,000,000 which this grant would cover. There is no City match required for this grant. Upon award, staff will return to Council to recognize and appropriate the grant award. Ongoing maintenance funding would need to be considered in Fiscal Year 2022-23 after construction is finalized and if the grant is awarded. Annual operations and maintenance cost increases are estimated at \$76,000 if the project is awarded and constructed.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Resolution_City
2. Authorizing_Resolution

CITY COUNCIL OF THE CITY OF
OXNARD RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD APPROVING THE SUBMITTAL OF A GRANT
APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND
COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

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

WHEREAS, the Public Works Department has requested that City Council approve the submittal of an application to the State Department of Parks and Recreation for an amount not to exceed \$8,500,000 in Statewide Park Development and Community Revitalization Grant Program funds to be used for the Durley Park Improvement and Expansion project.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager to the State Department of Parks and Recreation for the purpose of obtaining grant funding for the Durley Park Improvement and Expansion Project. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or his or her designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 2nd Day of March, 2021, by the following vote:

AYES:

NOES:

ABSENT:

John C. Zaragoza
Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro
City Clerk

Stephen M. Fischer
City Attorney

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
Approving the Application for
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION
PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that THE CITY COUNCIL OF THE CITY OF OXNARD hereby:

APPROVES THE FILING OF AN APPLICATION FOR THE DURLEY PARK EXPANSION AND IMPROVEMENT PROJECT; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to CITY MANAGER OR DESIGNEE to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the 2ND day of March, 2021

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the CITY COUNCIL OF THE CITY OF OXNARD following a roll call vote:

Ayes:

Noes:

Absent:

_____ (Clerk)



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

DATE: March 2, 2021

TO: City Council

FROM: Craig B, Public Works Director, (805) 385-8055, craig.b@oxnard.org

SUBJECT: Award Agreement for Southbank Park Walking Path Improvement Project Specification No. PW 21-22.

RECOMMENDATION

That the City Council:

1. Award and authorize the Mayor to execute Agreement A-8304 with FS Contractors, Inc. for \$216,500 for the Southbank Park Walking Path Improvement Project PW 21-22 (Project No. 135710);
2. Approve a Project contingency amount of \$21,650 for the Southbank Park Walking Path Improvement Project PW 21-22 (Project No. 135710); and
3. Approve a Project allocation of \$21,650 for engineering, inspection, survey and project management for the Southbank Park Walking Path Improvement Project PW 21-22 (Project No. 135710).

BACKGROUND

The Quimby Act was passed in California in 1975 and allows cities to require developers to set aside land, donate conservation easements or pay fees for park improvements. The City of Oxnard has incorporated these requirements in the development review process and generally require developments to provide public park amenities and/or provide equivalent fees. Quimby Fees are to be used for park or recreational facilities as allowed by Quimby Act and City regulations. The Southbank Park Walking Path Improvement Project (Project) was made possible by Quimby Act funds that have been collected.

The specific work for this project includes furnishing all necessary labor, materials, equipment and other incidentals for the installation of a new resilient surface material path bordered by new concrete curbing, miscellaneous landscape & irrigation repair and replacement resulting from construction activities, and temporary fencing around the site during construction at Southbank Park located within the Southbank Neighborhood.

The plans for the Project are attached. The work is tentatively scheduled to begin in April 2021 and to be completed by June 2021.

CIP References:

Project No. 135710 – Southbank Park Improvements Project - CIP 2020-2025 - Adopted June 16, 2020 - Page 89.

DISCUSSION

This notice inviting formal bids (NIFB) on the Project was initially published on January 21, 2021 with bids due on

February 4, 2021. The City received the following responsive bids:

FS Contractors, Inc.: \$216,500.00

R.C. Becker & Son, Inc.: \$259,065.31

Toro Enterprises, Inc.: \$277,575.00

The lowest bidder for this Project is FS Contractors, Inc., and its bid is responsive to the City's NIFB. There were four (4) additional bids received on this Project but were rejected as being non-responsive. Following this determination, staff reviewed all documentation received from the contractor and its subcontractors, verified possession of required current 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). At this time, the contractor or its subcontractors are believed to be legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, it is recommended that the City Council award the contract for this project to FS Contractors, Inc.

Additional funds of \$21,650 is required for construction contingency (10% of the contract value) and \$21,650 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 of this phase of the Project is \$259,800 (base bid + additive alternative 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

The total cost for this Project is \$259,800 which includes the construction agreement, contingency and project allocation. There is sufficient funding available from the Quimby Reserve Fund (351), Capital Improvement Project no. 135710 (Southbank Park Improvements).

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Agreement A-8304 FS Contractors Southbank Park PW 21-22
2. Project Map

CONTRACT

CITY OF OXNARD CONTRACT FOR SOUTHBANK PARK WALKING PATH IMPROVEMENT PROJECT SPECIFICATION NO. PW 21-22

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 FS CONTRACTORS, INC. ("Contractor"). Contractor's license number is 1005940.

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 Southbank Park Walking Path Improvement Project Specification No. PW 21-22 ("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 two hundred sixteen thousand five hundred dollars (\$216,500.00) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" 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

FS CONTRACTORS, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

[name] , [title]² _____ Date _____

[name] , [title] _____ Date _____

ATTEST:

Rose Chaparro, 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 INS-D

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

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.

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

1.1 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;"

1.2 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.

1.3 Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. 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-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be 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

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.

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

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.

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.

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.

2/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

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

COMPANY
LETTER **B**

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ 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 Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$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

SUBMIT IN DUPLICATE

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

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.: _____ (to)
Policy Period: (from) _____
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
☐ _____
☐ _____

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:

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 CG0001; or

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 _____

Rev. 2/21

INS-D

PRODUCER

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

□ 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)

CITY AGREEMENTS/PERMITS

☐ OTHER

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

Telephone: () _____

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

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.

Via Fax: 678-259-1007

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 SOUTHBANK PARK WALKING PATH IMPROVEMENT PROJECT SPECIFICATION NO. PW 21-22.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and
 our heirs, assignees, successors, executors and administrators are held and firmly bound,
 jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material
 suppliers, and other persons employed in the performance of the Contract and referred to in
 Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum
 of _____ Dollars (\$ _____), this
 amount being not less than a hundred percent (100%) of the total Contract Price in lawful
 money of the United States of America, for materials furnished or labor thereon of any kind, or
 for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that
 the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and
 also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs
 and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in
 successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as
 costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

(“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as SOUTHBANK PARK WALKING PATH IMPROVEMENT PROJECT SPECIFICATION NO. PW 21-22.

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 A

CITY OF OXNARD

**BID SHEETS FOR SOUTHBANK PARK WALKING PATH IMPROVEMENT PROJECT
SPECIFICATION NO. PW 21-22**

Bidder's Name: FS Contractors, 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 Engineer at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (5% maximum of Total Bid Price not including Mobilization/Demobilization)	1001-3	LS	LUMP SUM	7,000	7,000
2	Clearing And Grubbing	1103-3	LS	LUMP SUM	3,000	3,000
3	Unclassified Excavation	1120-4	CY	250	65	16,250
4	Furnish And Install Class 2 Aggregate Base	1130-4	TON	250	50	12,500
5	Furnish And Install 4-Inch Thick PCC Base	1174-6	SQFT	7,000	5.50	38,500
6	Furnish And Install 6"X9" PCC Curb	1174-6	LF	2,300	35	80,500
7	Furnish And Install 1/2" Rubber Wear Course Surface	1901-8	SQFT	7,000	7.25	50,750
8	Temporary Fencing And Protection	1902-4	LS	LUMP SUM	5,000	5,000
9	Landscape Repair Work And Maintenance	1903-5	LS	LUMP SUM	3,000	3,000
TOTAL BID PRICE					\$ 216,500.⁰⁰	

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 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 IN DIGITS: \$ 216,500.00

TOTAL BID PRICE IN WORDS: Two hundred sixteen thousand, five hundred

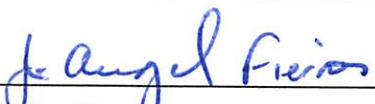
Contractor must complete all Work within thirty (30) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 _____
#02 _____

Addendum: Date Received:
#03 _____
#04 _____

Bidder's Name (Company): FS Contractors, Inc.

Signature: 
Print: Jose Angel Fierros

Title: President
Date: 2/4/21

Signature: 
Print: Jose Ernesto Fierros

Title: Corporate Secretary
Date: 2/4/21

CITY OF OXNARD

SOUTHBANK PARK WALKING TRAIL PROJECT AREA MAP





CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6

DATE: March 2, 2021

TO: City Council

FROM: Craig B, Public Works Director, (805) 385-8055, craig.b@oxnard.org

SUBJECT: Agreement for Storm Vault Scheduled Maintenance and On-Call Services (Rebid) PW 20-65R for Special Districts.

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8282 with Downstream Services, Inc. for an amount not to exceed \$1,500,000 for a three-year term ending March 1, 2024 for storm vault scheduled maintenance and on-call services for Community Facilities Districts (CFD) including Westport CFD 2, Seabridge CFD 4, and Riverpark CFD 5;
2. Authorize the City Manager to approve a budget appropriation of \$85,000 for Westport CFD 2 Fund 175 from available fund balance; and
3. Authorize the City Manager to approve a budget appropriation of \$185,000 for Seabridge CFD 4 Fund 173 from available fund balance.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The creation of CFDs in the City of Oxnard (City) assists with funding, in perpetuity, the maintenance obligations for specific neighborhoods within the City. Three (3) of these CFDs are designated Westport CFD 2, Seabridge CFD 4, and Riverpark CFD 5, which include authorized improvements for stormwater filter replacement and maintenance. When built, these three (3) neighborhoods were designed with the same stormwater filtration system. These systems include cartridge-style filters for the filtration of stormwater runoff from roadways, parking lots, and other hard surfaces within the CFDs.

Before this contract, the City's Stormwater group provided some maintenance to the stormwater vaults in these CFDs. Records indicate that Westport CFD 2 received maintenance to its stormwater filtration system between October and December 2012. Seabridge CFD 4 and Riverpark CFD5 have not received any maintenance or new filters since construction began in Seabridge and Riverpark in 2000. Through this contract, Special Districts will provide vault cleaning and filter replacement in Fiscal Year 2020-21. Additionally, regular maintenance and cleaning will occur in Fiscal Years 2021-22 and 2022-23.

This contract serves as a compliance method for meeting the requirements of the Municipal Separate Storm Sewer System (MS4) permit. Per the current MS4 permit requirements, the City is to "Verify proper maintenance and operation of post-construction best management practices (BMPs) previously approved for new development and redevelopment and operated by the Permittees. The post-construction BMP maintenance inspection program shall incorporate the following elements:

1. Post-construction BMP maintenance inspection checklist
2. Inspection at least once every two (2) years
3. Criteria and procedures for post-construction Treatment Control and Hydromodification Control BMP repair, replacement, or re-vegetation.”

As mentioned above, most of the filters are behind in maintenance, therefore, the City has not yet been able to meet the compliance requirements contained in the MS4 permit. This contract will assist the City in meeting its future permit requirements. Proper maintenance of post-construction BMPs means that the stormwater is properly treated before being discharged into the Santa Clara River and Channel Islands Harbor.

DISCUSSION

The storm vault scheduled maintenance and on-call services includes initial and annual storm vault maintenance, ongoing maintenance and repair of storm vault components. This includes the required traffic control and permits to accomplish the Work. All Work within the Agreement includes the furnishing of all necessary labor, materials, equipment, and other incidental and appurtenant work needed to provide inspection and maintenance of storm vaults. Along with the cleaning and replacement of storm vault filter cartridges, the Contractor is also responsible for documenting vault and filter conditions, and repairing and replacing storm inlet grates and storm vault doors as needed. Initial scheduled maintenance is to be completed within the first 120 days. This includes replacing 821 filter cartridges in 64 vaults in the Westport CFD 2 and Seabridge CFD 4 areas, and 2,274 filter cartridges in 278 vaults in Riverpark CFD 5. At the project manager’s direction, on-call work will require the Contractor to respond within 30 minutes to emergency calls following storm events or chemical spills. Work will consist of inspection and cleaning vaults, cleaning or replacing filter cartridges, reporting damage to inlet grates, and vault doors. Since this project is considered regular maintenance, it is not included as a capital improvement project for FY 2020-21.

Locations of the storm vaults under these services include Westport CFD 2, located off of Wooley Road between Tradewinds Drive and Chesapeake Drive and bordered by the Channel Islands waterways; Seabridge CFD 4, located off of Wooley Road, Seabridge Lane, Victoria Ave, and Harbour Island Lane; and Riverpark CFD 5, located between Ventura Road and Vineyard Avenue bordered at the south by the 101 Freeway and at the north by Xanadu Way. The work is tentatively scheduled to begin May 1, 2021 and continue through April 30, 2024. Staff will work closely with the City’s Neighborhood Councils to keep them informed of the maintenance schedule. Additionally, the contractor will place door hanger notices at all of the residences and businesses in the service area and post signs along the Work route at least four (4) working days in advance of any Work expected to impact ingress or egress.

The notice inviting formal bids (NIFB) for these services was originally published on August 6, 2020, and only one (1) bid was received. That bid was found to be non-responsive and rejected due to exclusions and additions by the Contractor. The rebid of these services was published on October 22, 2020 and all bids were due December 21, 2020 in which the City received two (2) bids:

AMERICAN INTEGRATED SERVICES, INC.: \$940,434.00
DOWNSTREAM SERVICES, INC.: \$1,145,050.00

The bid submitted by American Integrated Services, Inc. was determined to be materially non-responsive due to an error in the calculation of the bid price along with the bidder’s failure to follow the instructions of the Bid. The lowest, responsive bidder is therefore Downstream Services, Inc. (Downstream). Following this determination, the Construction Project Coordinator (City staff member) reviewed all documentation received from Downstream and has verified possession of the required, currently valid licenses and reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations. Additionally, Downstream registration with the California Department of Industrial Relations (DIR) has been verified. 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 complete the work satisfactorily. Thus, staff recommends that the City Council award the contract for these services to Downstream.

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 goal and objective:

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

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

The total cost for the storm vault maintenance and on-call services with Downstream Services, Inc. is \$1,500,000 for a term of three (3) years. The spending plan for Fiscal Year 2020-21 is \$770,000. A total of \$270,000 of this spending plan is not included in the current budget and requires budget appropriations for FY 2020-21. Approval of this action will appropriate \$185,000 in Seabridge CFD 4 (Fund 173) and \$85,000 in Westport CFD 2 (Fund 175), both from available fund balances. Available funds from Riverpark CFD 5 (Fund 174) will be allocated from the current FY 2020-21 budget allocation. The Fiscal Year 2021 projected unassigned fund balance of Fund 173 and Fund 175 is \$2.9 million and \$1.1 million, respectively, after this appropriation request. There is no impact to the General Fund for this agreement.

District Name	Account Number	FY 2020-21 Spending Plan	FY 2020-21 Appropriation Amount
Westport CFD 2 (Fund 175)	175-1606-805-8209	\$85,000	\$85,000
Seabridge CFD 4 (Fund 173)	173-1606-805-8209	\$185,000	\$185,000
Riverpark CFD 5 (Fund 174)	174-1606-805-8209	\$500,000	\$0
Total		\$770,000	\$270,000

COMMITTEE OUTCOME

The Public Works Transportation Committee approved 3-0 on February 9, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jeri Cooper, Special Districts Project Manager

ATTACHMENTS

1. Downstream Agreement A-8282
2. CFD Budget Appropriation
3. PW 20-65R Bid Tabulation
4. Special Districts Map_Legend

**CITY OF OXNARD CONTRACT FOR THE
STORM VAULT SCHEDULED MAINTENANCE AND
ON-CALL SERVICES PROJECT (REBID)
SPECIFICATION NO. PW 20-65R**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 2021 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and DOWNSTREAM SERVICES, INC. ("Contractor"). Contractor's license number is 807953.

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 General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as The Storm Vault Scheduled Maintenance and On-Call Services Project (Rebid), Specification No. PW 20-65R ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed one million, five hundred thousand dollars (\$1,500,000).
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. 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 Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be 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.

7. 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."

8. 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.

9. 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.

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

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. 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. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures on following page]

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

CITY OF OXNARD

DOWNSTREAM SERVICES, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

 Wilma G. Roberts,
 Chief Financial Officer² _____ Date _____

 Victor N. Roberts,
 Vice President _____ Date _____

ATTEST:

 Rose Chaparro, 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**CITY OF OXNARD****BID SHEETS FOR THE STORM VAULT SCHEDULED MAINTENANCE AND ON-CALL SERVICES PROJECT (REBID)****SPECIFICATION NO. PW 20-65R**Bidder's Name: Downstream Services, 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 necessary labor, materials, equipment, traffic control, public convenience, safety, and other incidental and appurtenant Work for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

LINE ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	*UNIT PRICE
1.	INITIAL MAINTENANCE all CFD 2 - Westport & CFD 4 - Seabridge District Vaults	2000-3	LS	1	243,000.00 \$
2.	ANNUAL MAINTENANCE – all CFD 2 - Westport & CFD 4 - Seabridge District Vaults (price per year)	2000-3	LS	1	143,075.00 \$
3.	INITIAL MAINTENANCE – all CFD 5 – Riverpark District Vaults	2000-3	LS	1	452,165.00 \$
4.	ANNUAL MAINTENANCE – all CFD 5 – Riverpark District Vaults (price per year)	2000-3	LS	1	300,046.00 \$
5.	Scheduled On-Call Maintenance and Repair Services Monday-Friday 8am-5pm	3000-4	HR	1	525.00 \$
6.	**Non-Scheduled On-Call Maintenance and Repair Services, Monday- Friday 8am-5pm	3000-4	HR	1	709.00 \$
7.	**Non-Scheduled On-Call Maintenance and Repair Services, Monday- Friday 5:01pm-7:59am, Weekends, and Holidays	3000-4	HR	1	957.00 \$

LINE ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	*UNIT PRICE
8.	MATERIALS – 18 inch Contech ZPG™ filtration cartridges	3000-4	EA	1	\$ 299.00
9.	MATERIALS - Metal Grate Inlet – 48"	3000-4	EA	1	\$ 950.00
10.	MATERIALS - Metal Grate Inlet – 72"	3000-4	EA	1	\$ 1,450.00
11.	MATERIALS - Metal Vault Door – 11" x 19"	3000-4	EA	1	\$ 400.00
12.	MATERIALS - Metal Vault Door – 11" x 26"	3000-4	EA	1	\$ 450.00
13.	MATERIALS - Metal Vault Door – 6" x 12"	3000-4	EA	1	\$ 1.00
14.	MATERIALS - Metal Vault Door – 6" x 15"	3000-4	EA	1	\$ 1.00
15.	MATERIALS - Metal Vault Door – 6" x 8"	3000-4	EA	1	\$ 1.00
16.	MATERIALS - Metal Vault Door – 7" x 14"	3000-4	EA	1	\$ 1.00
17.	MATERIALS - Metal Vault Door – 8" x 11"	3000-4	EA	1	\$ 120.00
18.	MATERIALS - Metal Vault Door – 8" x 14"	3000-4	EA	1	\$ 120.00
19.	MATERIALS - Metal Vault Door – 8" x 16"	3000-4	EA	1	\$ 120.00
20.	MATERIALS - Metal Vault Door – 8" x 18"	3000-4	EA	1	\$ 120.00
21.	MATERIALS - Metal Vault Door – 8" x 20"	3000-4	EA	1	\$ 120.00
22.	¼ TURN FILTER CONNECTOR	3000-4	EA	1	\$ 420.00
TOTAL AMOUNT:				\$ 1,145,050.00	

NOTES:

The responsive/responsible bidder will be the Bidder with the Bid Price which is the lowest total of all Line Item Unit Prices added together.

Hourly Rates at fully burdened cost and Contractor shall pay prevailing wages. All unit costs must include the current burdened prevailing wage rate.

*No adjustment in the Contract Unit Prices will be allowed for the duration of the Contract Term. The cost of all labor, export of materials, traffic control, mobilization, demobilization, tools, equipment and other costs shall be included in the above Contract Unit Prices and no additional compensation will be granted for such expenses regardless of inflation, tax, shipping or availability of materials for the duration of the Contract Term.

** Work to begin within two (2) hours of notification.

BID PRICE IN DIGITS: \$ 1,145,050.00

BID PRICE IN WORDS: One million one hundred forty - five thousand fifty dollars.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:
#01	<u>11/02/2020</u>
#02	<u>11/10/2020</u>

Addendum:	Date Received:
#03	<u>11/20/2020</u>
#04	<u>12/01/2020</u>
#05	<u>12/15/2020</u>

Bidder's Name (Company): Downstream Services, Inc

Signature: 

Title: President

Print: Wilma Roberts

Date: 12/16/2020

Signature: 

Title: Vice President

Print: Victor Roberts

Date: 12/16/2020

EXHIBIT B**SPECIAL PROVISIONS**

The Storm Vault Scheduled Maintenance and On-Call Services Project (Rebid) Specification Number PW 20-65R includes Appendix 1-A “CFD_ExhibitMaps_Seabridge_Westport.pdf” and Appendix 1-B “CFD_ExhibitMaps_Riverpark_July2020.pdf” depicting Storm Vault locations, Appendix 2 – Contech Engineered Solutions “Stormwater Management StormFilter® Vault Installation Guide”, and Appendix 3 - Contech Engineered Solutions “Storm Filter Maintenance Guide”.

SECTION 1000 - GENERAL**1000-1 Location and Description of Work**

- A The scope of Work shall consist of furnishing all necessary labor, materials, equipment, tools, traffic control, public convenience, safety, and other incidental and appurtenant Work to maintain and repair storm vaults including scheduled and as-needed replacement of filter cartridges, vault doors and inlet grates located within the CFD 2 - Westport, CFD 4 - Seabridge, and CFD 5 – Riverpark (Districts) communities of Oxnard. Work areas in urbanized sections of the City may require careful planning on the Contractor’s part. The City reserves the right to add or remove storm vault locations and services during the term of the Contract.
- B The Work area consists of CFD 2 – Westport, located off of Wooley Road between Tradewinds Drive and Chesapeake Drive and bordered by the Channel Islands waterways, CFD 4 – Seabridge, located off of Wooley Road, Seabridge Lane, Victoria Ave and Harbour Island Lane, and CFD 5 – Riverpark, located between Ventura Road and Vineyard Avenue bordered at the south by the 101 Freeway and at the north by Xanadu Way. Appendix 1A and 1B exhibit maps depict the overall District and specific locations within each District where storm vaults are located. The attached Exhibit A includes a list of all storm vault locations and the number of filter cartridges needed for each storm vault.
- C Appendix 1A and 1B show locations as they are supposed, or believed by the City to exist. Exhibit A includes filter cartridge counts for each storm vault as they are believed by the City to exist. The City does not warrant the completeness or accuracy of such information. It is the Bidder’s responsibility to ascertain the existence of any conditions affecting the cost of work. Bidders are required to conduct their own investigations as to the existing conditions affecting the Work to be accomplished under these specifications. If the Bidder chooses not to visit the site or conduct investigations, the Bidder will nevertheless be charged with the knowledge of conditions which reasonable inspection and investigation would have disclosed.

1000-2 Standards and Requirements**A. Operation and Maintenance**

- 1. Operation and maintenance of the storm filter management systems shall be in accordance with the EPA’s Total Maximum Daily Load (TMDL) and MS4 Permit guidelines. All waste associated with these services shall be handled in accordance with all federal, state and local regulations.

C. Data Collection and Mapping

1. Contractor is required to purchase a license for ArcGIS, or equal, and input all maintenance and repair information into the City's database, and provide "before and after" photographs for each location of maintenance and/or repair.

D. Hours of Operation

1. Initial and Annual Maintenance shall occur Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. unless otherwise agreed to by the Project Manager in writing.

1000-3 *Staffing and Supervision*

The Contractor shall supervise and direct all Work, in accordance with industry standards and any applicable manufacturer's instructions, to not in any way void a manufacturer's warranty. The Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures and for all portions of the services. Contractor shall provide an adequate number of skilled workers who are thoroughly trained and experienced in providing the services that are requested under this Contract.

SECTION 2000 - INITIAL AND ANNUAL MAINTENANCE
(Bid Item)

2000-1 *Initial Maintenance Work*

- A. At the inception of the Contract the Project Manager shall issue a "Notice to Proceed" directing the Contractor to begin the "Initial Maintenance Work" on each of the vaults listed in Exhibit A – "Storm Vault Location List", and Contractor will complete the Initial Maintenance Work within **one hundred twenty (120)** Working Days. Initial Maintenance Work shall include all of the tasks, standards and requirements listed in Sections 1000-2, 1000-3 and 4000, including inspection, ArcGIS licensing, data collection, mapping and reporting, inputting all maintenance and repair information into the City's database, providing "before and after" photographs for each location, and furnishing all necessary labor, materials, equipment, tools, traffic control, public convenience, safety, and other incidental and appurtenant Work to remove all debris, excess siltation, sediment and pollutant discharge from each storm vault. Within the clean storm vault Contractor shall remove and clean or replace all filter cartridges using approved Contech ZPG™ filtration cartridges in accordance with the specification provided by Contech Engineered Solutions "The Stormwater Management StormFilter® Vault Installation Guide" attached as Appendix 2, and "StormFilter Maintenance Guide" attached as Appendix 3. Contech filter exchange programs may be utilized as a cost saving measure.
- B. At each storm vault, Contractor shall inspect vault doors and grate inlets for proper operation and submit a report to the Project Manager detailing any needing replacement including photographs depicting damages and proposals for replacements.

2000-2 *Annual Maintenance Work*

- A. Following the Initial Maintenance Work, Contractor shall perform annual inspections (“Annual Maintenance Work”) on each storm vault before October 1 of years two (2) and three (3) of the Contract Term. Annual Maintenance Work shall be performed in accordance with Appendices 2 and 3, and shall include all of the tasks, standards and requirements listed in Sections 1000-2, 1000-3, 2000-1 and 4000, except that Contech ZPG™ filtration cartridges are to be replaced no less than once every other year.

2000-3 *Measurement and Payment*

Initial Maintenance Work prescribed in Section 2000-1 shall be paid per the Bid Sheets Item **“INITIAL MAINTENANCE”** at the contract unit price per lump sum (LS) for each District as shown in the bid line items 1 and 3. Such payment shall be considered full compensation for inspection, ArcGIS licensing, data collection, mapping and reporting, inputting all maintenance and repair information into the City’s database, providing “before and after” photographs for each location, and furnishing all necessary labor, equipment, tools, mobilization, demobilization, traffic control, public convenience, safety, and other incidental and appurtenant Work needed to complete all Initial Maintenance Work, but excluding Materials, which shall be paid per the Bid Sheets Items **“MATERIALS”** at the contract unit price per each (EA). Work involved shall be complete and in accordance with the Specifications, Appendices 2 and 3, and these Special Provisions.

Annual Maintenance Work prescribed in Section 2000-2 shall be paid per the Bid Sheets Item **“ANNUAL MAINTENANCE”** at the contract unit price per lump sum (LS) for each District as shown in the bid line items 2 and 4. Such payment shall be considered full compensation for inspection, ArcGIS licensing, data collection, mapping and reporting, inputting all maintenance and repair information into the City’s database, providing “before and after” photographs for each location, and furnishing all necessary labor, equipment, tools, traffic control, public convenience, safety, and other incidental and appurtenant Work needed to complete all Annual Maintenance Work, but excluding Materials, which shall be paid per the Bid Sheets Items **“MATERIALS”** at the contract unit price per each (EA). Work involved shall be complete and in accordance with the Specifications, Appendices 2 and 3, and these Special Provisions.

**SECTION 3000 ON-CALL MAINTENANCE AND REPAIR
 (Bid Item)**

3000-1 *On-Call Inspection*

- A. In addition to the Initial and Annual Maintenance, at the request of the Project Manager, Contractor shall be required from time to time to provide On-Call Maintenance and Repair Work following major storm events or chemical spills. On-call Work shall include inspecting vault doors and inlet grates, removing all debris, excess siltation, sediment and pollutant discharge from each storm vault, inputting all maintenance and repair information into the City’s database, providing “before and after” photographs for each on-call location, and submitting a report and proposal to the Project Manager detailing any needed replacement materials.

- B. Within the clean vault Contractor shall remove and clean or replace filter cartridges as needed using approved Contech ZPG™ filtration cartridges in accordance with Appendix 2 – Contech Engineered Solutions “The Stormwater Management StormFilter® Vault Installation Guide”, and Appendix 3 “Storm Filter Maintenance Guide”. Contech filter exchange programs may be utilized as a cost saving measure.

3000-2 *On-Call Inspection Response Time*

Contractor shall respond to all on-call requests as required, 24 hours per day, 365 days per year, including holidays. All costs for labor for these requests shall be included in the Bid sheets. Response time by the Contractor shall be as stated below:

A. **Scheduled On-Call Maintenance and Repair Work:**

Under the Scheduled Maintenance and Repair Work category, Contractor must verbally respond within two (2) hours of telephone notification of repair work by the Project Manager. The Scope of Work, locations, and schedule shall be mutually agreed upon by the Project Manager and the Contractor, and Work shall take place Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the Project Manager before Work begins.

Contractor shall be required to provide all necessary traffic control, public safety and convenience, and perform Work in accordance with the Standards and Requirements and Section 4000 of these Special Provisions during the course of Scheduled On-Call Maintenance and Repair Work.

B. **Non-Scheduled Urgent On-Call Maintenance and Repair Work:**

Contractor must verbally respond within thirty (30) minutes of telephone notification by the Project Manager, and Contractor must begin Work on the site within two (2) hours of the notification. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.

Contractor shall be required to provide all necessary traffic control, public safety and convenience, and perform Work in accordance with the Standards and Requirements and Section 4000 of these Special Provisions during the course of Non-Scheduled Urgent On-Call Maintenance and Repair Work.

C. **Emergency Contacts:**

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least ten (10) contact individuals upon award of Contract. Should the contact persons or their phone numbers change during the course of the Contract, those changes shall be submitted to the City within two (2) working days.

3000-3 *Repair Work*

- A. During each on-call visit, Contractor shall inspect vault doors, grate inlets and filter cartridges for proper operation and submit a report to the Project Manager detailing any needing replacement. Each report will include photographs depicting damages and proposals for replacements.
- B. Vault doors and grate inlets that are damaged or removed as part of this Work shall be replaced in kind per City of Oxnard Standard Plate 504/505, SPPWC Standard Plan 311-3 or equal.
- C. Doors shall have hot dipped galvanized frame and covers. Covers shall have diamond plate finish. Doors shall meet AASHTO M306 H20/HS20 traffic rating.

3000-4 *Measurement and Payment*

Scheduled and Non-Scheduled Urgent On-Call Maintenance and Repair Work shall be pre-approved by a Task Order issued by the Project Manager prior to Contractor beginning Work. The Task Order shall include a list of locations, materials, labor and taxes. A separate invoice is required for each Task Order issued pursuant to the Contract. Contractor is required to itemize the locations, materials used, number of hours worked by each employee working at the jobsite, and the dates and times when the Work occurred. Contractor shall only invoice for time spent at the location of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless approved by the Project Manager in writing and included in the Task Order.

Labor shall be paid per the Bid Sheets item 5, "SCHEDULED ON-CALL MAINTENANCE AND REPAIR WORK MONDAY-FRIDAY 8AM-5PM", or item 6, "NON-SCHEDULED URGENT ON-CALL MAINTENANCE AND REPAIR WORK, MONDAY-FRIDAY 8AM-5PM", or item 7, "NON-SCHEDULED URGENT ON-CALL MAINTENANCE AND REPAIR WORK, MONDAY-FRIDAY 5:01PM-7:59AM, WEEKENDS AND HOLIDAYS", at the Contract Unit Price per hour (HR).

Such payment shall be considered full compensation for furnishing all necessary labor, equipment, tools, traffic control, public convenience, safety, and other incidental and appurtenant Work needed to complete the Scheduled and Non-Scheduled Urgent On-Call Maintenance and Repair Work including inspection, ArcGIS licensing, data collection, mapping and reporting, complete and in accordance with the Specifications, the Appendices, and these Special Provisions, but excluding Materials.

Materials including Filter Cartridges, Vault Doors and Inlet Grates shall be paid per the Bid Sheets Items 8 through 21, "MATERIALS". Such payment shall be considered full compensation for furnishing the materials necessary to complete the Scheduled and Non-Scheduled On-Call Maintenance and Repair Work in accordance with the Specifications, the Appendices, and these Special Provisions.

SECTION 4000 - TRAFFIC CONTROL, PUBLIC CONVENIENCE AND SAFETY

4000-1 Scope of the Work

The Contractor shall provide, for the protection of the public, all necessary barricades, traffic cones, warning signs, flagmen, lights, and other safety devices in accordance with Section 12-3 of the SSS and the current requirements set forth in the **Work Area Traffic Control Handbook (the "Watchbook")** and MUTCD.

Furnishing and installing work area traffic control devices and flagging shall be considered as a component of the unit price per item and no separate or additional compensation will be permitted.

Move in/move out of equipment shall be considered as a component of the contract unit price and no separate or additional compensation will be made.

Contractor shall furnish, install, and maintain a trailer mounted, solar powered portable changeable message sign upon which varying electronically generated messages will be displayed to traffic, as specified in Section 5-7.10.3 of the General Provisions. Refer to the **Work Area Traffic Control Handbook (the "Watchbook")**, SSS and/or MUTCD Guidelines for the use of portable changeable message signs in work zones.

Contractor shall also provide traffic control for the safety of crew working on this Project.

Additionally, the Contractor shall install temporary railing (type K) between any lanes carrying public traffic and any excavation, obstacle, or storage area when any of the following conditions exist:

A. Storage Areas:

Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

Except for installing, maintaining and removing traffic control devices, whenever Work is performed or equipment is operated in the following Work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the Specifications.

Approach speed of public traffic (Posted Limit Miles Per Hour)	Work Areas
Over 45	Within 6 feet of the traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane; however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the City Engineer. The lane closure provisions of this Section shall not

apply if the Work area is protected by permanent or temporary railing or barrier.

When Work is not in progress on a trench or other excavation that required a lane closure, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall not be more than the spacing used for the lane closure.

The Contractor shall furnish the Oxnard Police Department with the written names and phone numbers of personnel to be contacted after hours for hazardous conditions to traffic that may require additional protective measures. Failure to respond to reasonable request for additional nighttime protection to traffic will result in the City causing the Work to be performed by others and costs withheld from moneys due. All traffic control devices shall meet the standards and be placed in accordance with the **Work Area Traffic Control Handbook (the "Watchbook")** and the MUTCD for Construction and Maintenance Work Zones.

The City Inspector shall stop construction if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices within the vicinity shall be replaced in kind or better at the Contractor's expense.

4000-2 *Work to be Accomplished*

The Contractor shall maintain the following requirements:

- A. Contractor shall submit traffic control plans for approval by the City Traffic Engineer one week prior to the pre-construction meeting. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.
- B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.
- C. Traffic control plans must conform to the **Work Area Traffic Control Handbook (the "Watchbook")**, to the SSS, and to the MUTCD.
- D. Working hours shall be from 8:30 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.
- E. No lane closure beyond the Work areas.
- F. The Contractor shall provide steel covers when backfill operations of an excavation in the travelled way, whether transverse or longitudinal, cannot be

properly completed within a Working Day. The steel plate shall be recessed by milling into the existing asphalt to set flush with the surface of the existing asphalt and must extend a minimum of 12 inches beyond the edges of the trench. Milling depth shall match thickness of the plate. Full depth cutting of the asphalt pavement section outside of trench is not permitted. The steel plate shall be anchored properly and the gap between the edge of the plate and the adjacent existing asphalt pavement must be filled with temporary asphalt.

Steel plate covers shall conform to SSPWC Table 5-7.8.

The City Inspector shall stop construction if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Contractor's expense.

4000-3

Permits

Contractor shall notify and coordinate Work with other agencies i.e., Caltrans, Railroads, Ventura County and other adjacent Cities, in advance of the start of any work that will require the temporary closure of access and/or encroachment to their Right of Way.

The Contractor will be required to obtain all necessary permits to perform work within the State's right-of-way/Railroad right-of-way and shall bear all cost for fees and no additional cost to the City.

The Contractor is also responsible for all permit conditions and shall comply with all the requirements set forth in the approved permit including implementation of traffic control plans, installation of construction area signage, working hours, assigning flaggers, etc. and shall bear all cost for fees and no additional cost to the City.

District Encroachment Permit Office Contact Information:

District 07

100 South Main Street, Suite 100

Los Angeles, CA 90012

(213) 897-3631

Union Pacific Rail Road Contact Information:

Javier R. Sanchez - Manager Track Maintenance

340 Guadalupe St

Guadalupe, CA 93434

OFFICE: 402-233-1711

MOBILE: 805-249-0959

FAX: 805-343-6871

E-mail: jrsanche@up.com

EXHIBIT A

STORM VAULT LOCATION LIST

Oxnard Waterways Districts
Westport CFD 2 and Seabridge CFD 4

Unit Number	Storm Vault Location	Number of Filter Cartridges
1	Chesapeake Dr.	30
2	Chesapeake Dr.	35
3	Twin Tides Pl.	10
4	Twin Tides Pl.	34
5	Chesapeake Dr.	25
6	Viewpoint Dr.	11
7	Tradewinds Dr.	2
8	Tradewinds Dr.	23
9	Tradewinds Dr.	22
10	Viewpoint Dr.	32
11	Admiral Way	30
12	Seabridge Ln.	83
13	Windshore Way/Pedestrian Bridge	101
14	Victoria Ave Near Yolanda's	51
15	Harbour Island Ln.	56
16	Viewpoint Dr.	3
17	Seabridge Ln/Pedestrian Bridge	15
18	Adriatic St. & Estuary Way	5
19	Farralon Way	4
20	Estuary Way	8
21	Seabridge Ln.	5
22	Crete Ln.	2
23	Adriatic St.	3
24	Harbour Island Ln.	4
25	Caribbean St.	6
26	Harbour Island Ln.	6
27	Seabridge Ln.	8
28	Aleutian Way	4
29	Baltic St at Estuary Way	8
30	Farralon Way at Aleutian Way	8
31	Estuary Way	2
32	Adriatic St. between Caspian Way and Seabridge Ln.	4
33	Crete Ln. at Galapagos Way	7

Unit Number	Storm Vault Location	Number of Filter Cartridges
34	Adriatic St. at Caspian Way	5
35	Harbour Island Ln. at Aleutian Way	4
36	Carribean St at Estuary Way	8
37	Aleutian Way at Galapagos Way	5
38	Caspian Way At Baltic St.	7
39	Crete Ln. at Farralon Way	7
40	Estuary Way at Baltic St.	7
41	Seabridge Ln. at Adriatic St.	2
42	Crete Ln. at Harbour Island Ln.	6
43	Adriatic St. at Caspian Way	3
44	Crete Ln at Galapagos Way	5
45	Estuary Way at Caribbean St.	3
46	Harbour Island Ln. at Aleutian Way	7
47	Baltic St. at Seabridge Ln.	4
48	Galapagos Way at Aleutian Way	4
49	Seabridge Ln at Caribbean St.	12
50	Estuary Way at Adriatic St.	9
51	Donegal Way at Baltic St.	8
52	Harbour Island Ln. at Parking Lot	9
53	Caspian Way at Adriatic St.	12
54	Donegal Way at Adriatic St.	12
55	Seabridge Ln. at Caribbean St.	14
56	Crete Ln. at alley between Galapagos Way & Farralon Way	2
57	Crete Ln. at alley between Harbour Island Ln. & Galapagos	2
58	Wooley Rd. NW of Seabridge Ln.	2
59	Wooley Rd. SW of Seabridge Ln.	2
60	Wooley Rd. NE of Seabridge Ln	2
61	Wooley Rd. SE of Seabridge Ln.	2
62	Wooley Rd. NW of Victoria Ave	2
63	Wooley Rd. SW of Victoria Ave	2
64	Victoria Ave. at Harbour Island Ln.	5
	Total Filter Cartridge Count - Oxnard Waterways Districts Westport CFD 2 and Seabridge CFD 4	821

CFD 5 - RIVERPARK DISTRICT

Unit Number	Location	Number of Filter Cartridges
1	Danvers River at Moonlight Park	36
2	Seaglass at Danvers River	56
3	Kiawah Rivers alley between Lison Ln. & Ventura Rd.	10
4	Ventura Rd & Garonne St. NE alley	26
5	Moss Landing and Garonne St. NW alley	12
6	Garonne St. & London Ln. NW alley	11
7	Kiawah River alley between Nimes Ln. & Moss Landing Blvd.	8
8	NE corner alley at Orleans Dr. & Kiawah River	6
9	Greenbelt at Rocky Mountain Dr. and Feather River Pl.	11
10	Riverpark Blvd. inside Pasep Santa Clara Apts. SE corner near green belt	34
11	Ventura Rd. & Clyde River	11
12	Clyde River & Oxnard Blvd.	15
13	Riverpark Blvd at Collection/24 Fitness Entrance	6
14	Oxnard Blvd. & Clyde River SE corner	24
15	Town Center Dr. & Riverpark Blvd. SW corner	32
16	Collection Marketplace adjacent to 101 Freeway & Lazy Dog Restaurant	76
17	Collection Marketplace adjacent to the Oxnard Blvd Northbound off ramp near Whole Foods	67
18	Town Center Dr. at Portico near Bank of American	66
19	Town Center Dr. in parkway between Oxnard Blvd. and Portico	67
20	Danvers River between Moonlight Park Ave & Riverpark Blvd (Tempo at Riverpark)	30
21	Riverpark Blvd. north of Danvers River St.	18
22	Danvers River St. west of Moonlight Park Av. Behind Target	27
23	Danvers River and Oxnard Blvd. west Target parking lot	31
24	Riverpark Blvd. NW of Danvers River St. (RHF Sonota Apts)	3
25	Ventura Rd. W of Albion	10
26	Ventura Rd. NW of Albion	3
27	Albion Way at Ventura Rd. SW mow strip before alley	18
28	Lison Dr. North of Kiawah River	10
29	Nile River West of Oxnard Blvd.	15
30	Albion Way North of Nile River	21
31	Owens River Dr. East of Albion	14
32	Owens River Dr. West of Albion	6
33	Moss Landing SE of N. Oxnard Blvd.	5
34	Moss Landing NE of N. Oxnard Blvd.	7
35	Ventura Rd. NW of Oxnard Blvd. traffic circle	7
36	Ventura Rd. SW of Oxnard Blvd. traffic circle	4

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Exhibit B

Unit Number	Location	Number of Filter Cartridges
37	Oxnard Blvd SE of London Rd	5
38	Oxnard Blvd NE of London Rd	5
39	Oxnard Blvd NW of Lisbon Rd	3
40	Danvers River at Moonlight Park, NE corner	3
41	Danvers River NE of Oxnard Blvd.	3
42	Danvers River South of Oxnard Blvd.	3
43	Riverpark Blvd at Colonia Rd, Krispy Kreme parkway	6
44	Riverpark Blvd at Colonia Rd, Krispy Kreme planter bed	10
45	Riverpark Blvd at Colonia Rd, Krispy Kreme drive through	6
46	Riverpark Blvd. parkway in front of Paseo Del Rio Apartments	7
47	Oxnard Blvd. in parkway by South of Red Robin	4
48	Oxnard Blvd. in parkway by North of Red Robin	21
49	Oxnard Blvd. in park way NW of Red Robin next to vacant field	10
50	NE corner of Oxnard Blvd & Clyde River	4
51	NW corner of Riverpark Blvd and Town Center Dr.	4
52	Riverpark Blvd adjacent to lift station	4
53	Riverpark Blvd. NW of the lift station	14
54	North corner of Forest Park Blvd. at Ventura Rd.	10
55	Ventura Rd. NW of Forest Park Blvd.	4
56	Ventura Rd. NW side of street at Green River	2
57	SW corner of Garonne at Ventura Rd.	8
58	NE corner of Garonne at Ventura Rd.	16
59	West side of Ventura Rd. at Garonne	3
60	Oxnard Blvd. NE corner at Danvers River	7
61	Oxnard Blvd. NW corner at Danvers River	6
62	Oxnard Blvd. NE of Green River	3
63	Oxnard Blvd. NW of Green River	3
64	Oxnard Blvd North of Green River at Central Park	10
65	Moss Landing Dr. NE of Garonne	8
66	Moss Landing Dr. NW of Garonne	10
67	Moon Light Park NW side of the street between Forest Park and Flathead River	2
68	Moss Landing SW of Green River	4
69	Green River Dr. at Moss Landing	3
70	Moss Landing Dr. SE of Garonne St.	4
71	Moss Landing Dr. SW of Garonne St.	7
72	Orleans Ln. NE corner at Garonne St.	5
73	Orleans Ln. NW corner at Garonne St.	4
74	Garonne St. at Nimes Ln. SW side of St.	5
75	Orleans Ln. NE of Indus Pl.	13

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Exhibit B

Unit Number	Location	Number of Filter Cartridges
76	Kiawah River Blvd. between Moss Landing and alley, SW side of the St.	8
77	Kiawah River N side of the street between Moss Landing and the alley	7
78	Riverpark Blvd. SE of Danvers River	9
79	Riverpark Blvd. NE of Danvers River	9
80	Thames River NW of Forest Park Blvd.	5
81	Thames River Dr. NE of Indus Pl.	2
82	Thames River Dr. NE of Java Pl.	3
83	Thames River Dr. NW of Java Ln.	7
84	Thames River Dr. parkway of Rio Del Mar School	7
85	Thames River Dr. parkway across the street from Rio Del Mar School and W of Lakeview Ct.	10
86	Thames River Dr. East of Rio Del Mar School driveway on the South S	4
87	Thames River Dr. East of Rio Del Mar School driveway on the North side of the street	6
88	Forrest Park Blvd. between Riverpark Blvd. and Moonlight Park Ave. N side of the street	9
89	NW corner of Forest Park Dr. at Moonlight Park Ave.	7
90	SW corner of Forest Park Blvd. at Moonlight Park Ave.	6
91	NE corner of Forest Park Blvd. at Oxnard Blvd.	8
92	SE corner of Forest Park Blvd. at Oxnard Blvd.	5
93	N side of Forest Park Blvd. between Ventura Rd and Oxnard Blvd.	8
94	S side of Forest Park Blvd. between Ventura Rd and Oxnard Blvd.	5
95	SW side of Forest Park Blvd at Ventura Rd	4
96	W side of Ventura Rd between Forest Park Blvd and Clyde River Pl.	4
97	E side of Ventura Rd between Forest Park Blvd. and Clyde River Pl.	9
98	NW corner of Forest Park Blvd at Vineyard Ave.	14
99	S side of Forest Park Blvd between Vineyard Ave. and Thames River Dr.	11
100	N side of Forest Park Blvd between Vineyard Ave. and Thames River Dr. adjacent to Rio Vista School	5
101	SE side of Forest Park Blvd. at Thames River Dr.	16
102	NE side of Thames River Dr.	5
103	S side of Forest Park Blvd between Garonne St and Moonlight Park Ave.	5
104	N side of Forest Park Blvd between Garonne St and Moonlight Park Ave.	3
105	SE side of Ventura Rd. between Owens River Dr. and Kiawah	4

Unit Number	Location	Number of Filter Cartridges
	River Dr.	
106	NW side of Ventura Rd. between Owens River Dr. and Kiawah River Dr.	3
107	Owens River Blvd, between Ventura Rd. and Nile River at the Alley	7
108	Owens River Blvd. where Nile River intersects with Windrow Park	4
109	N corner of Owens River Dr. and Nile River	15
110	Alley between Owens River Dr. and Nile River	7
111	SW side of Kiawah River Dr. between Lison Ln. and the alley	3
112	NW side of Kiawah River Dr. between Lison Ln. and the alley	6
113	NW side of Kiawah River Dr. at the alley between Lison Ln. & Ventura Rd.	4
114	SW side of Kiawah River Dr. between Ventura Rd and the alley	7
115	NW side of Kiawah River Dr. between Ventura Rd and the alley	14
116	NW side of Kiawah River Dr. West of Ventura Rd and the alley	7
117	SW side of Kiawah River Dr. West of Ventura Rd and the alley	4
118	SW side of Kiawah River Dr. between Nile River and Ventura Rd at alley	4
119	NW side of Kiawah River Dr. between Nile River and alley	11
120	NW side of Kiawah River Dr. between Nile River and Owens River at alley	6
121	West side of Moss Landing between Kings Canyon and Lakeview Ct.	7
122	West side of Moss Landing between Kings Canyon and Lakeview Ct. next to detention basin	5
123	West side of Oxnard Blvd. between London Ln and Oxnard Blvd. Traffic Circle at alley	4
124	West side of Moss Landing at the alley SE of Oxnard Blvd Traffic Circle	7
125	West side of Kiawah River at Moss Landing	7
126	NW side of Kiawah River at Moss Landing	9
127	West side of Kiawah River at the alley between Moss Landing and London Ln.	3
128	NW Kiawah River between Moss Landing and London Ln at alley	13
129	SW corner of Kiawah River at London Ln	3
130	NW corner of Kiawah River at London Ln	8
131	SW alley off Kiawah River between Oxnard Blvd. and London Ln	5
132	Oxnard Blvd SE of Kiawah River	3
133	Kiawah River at the North alley between Oxnard Blvd and London Ln.	6
134	Oxnard Blvd NE of Kiawah River	4
135	Oxnard Blvd SW of Kiawah River	5
136	Oxnard Blvd NE of Kiawah River	6

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Unit Number	Location	Number of Filter Cartridges
137	Kiawah River at the SW alley between Lisbon Ln and Oxnard Blvd.	7
138	Kiawah River at the NW alley between Lisbon Ln and Oxnard Blvd.	6
139	NE corner of London Ln at Garonne	7
140	NW corner of Garonne at London Ln.	9
141	NW corner of London Ln at Garonne	7
142	West corner of Oxnard Blvd at Owens River	10
143	West side of Albion Dr. at the road bend between Owens River and Platte Way	4
144	West side of Albion Dr. between Platte Way and Rio Grande Way	3
145	West side of Albion Dr. between Rio Grande and Seine River	3
146	West side of Albion Dr. between Seine River and Tiber River	4
147	West side of Albion Dr. between Tiber River and Whalen Way	15
148	West side of Albion Dr. between Whalen Way and Xanadu Way	20
149	Platte Way east of Albion Dr.	24
150	Rio Grande west of Oxnard Blvd.	16
151	Rio Grande east of Albion Dr.	3
152	Seine River east of Albion Dr.	23
153	East side of Kings Canyon between Platte Way and Rio Grande Way	3
154	West side of Kings Canyon between Platte Way and Rio Grande Way	2
155	East side of Kings Canyon between Rio Grande Way and Seine River	3
156	West side of Kings Canyon between Rio Grande Way and Seine River	2
157	East side of Kings Canyon between Tiber River and Whalen Way	3
158	East side of Kings Canyon between Whalen Way and Xanadu Way	2
159	West side of Kings Canyon between Whalen Way and Xanadu Way	1
160	North side of Xanadu Way between Kings Canyon and Oxnard Blvd.	17
161	SW side of Platte Way at Kings Canyon	5
162	NW side of Platte Way at Kings Canyon	7
163	SW side of Platte Way between Oxnard Blvd and alley	11
164	SW side of Rio Grande between Kings Canyon and alley	4
165	NW side of Rio Grande between Kings Canyon and alley	5
166	NW side of Rio Grande between Oxnard Blvd. and alley	7
167	SW side of Rio Grande between Oxnard Blvd. and alley	7
168	SW side of Seine River between Kings Canyon and alley	5
169	NW side of Seine River between Kings Canyon and alley	21

Unit Number	Location	Number of Filter Cartridges
170	NW side of Seine River between Oxnard Blvd and alley	6
171	SW side of Tiber River at Kings Canyon	3
172	NW side of Tiber River at Kings Canyon	5
173	SW side of Tiber River between Oxnard Blvd. and Kings Canyon	9
174	SW side of Whalen Way between Oxnard Blvd. and Kings Canyon	21
175	South side of Kings Canyon between Nile River and alley along detention basin	2
176	Alley at Kings Canyon between Nile River and Moss Landing	5
177	North side of Kings Canyon between Nile River and alley	2
178	West side of Kings Canyon at Owens River along detention basin	2
179	NE side of Kings Canyon at Owens River	5
180	SW alley off Owens River east of Oxnard Blvd.	1
181	SW side of Owens River east of Oxnard Blvd.	3
182	NW side of Owens River east of Oxnard Blvd.	6
183	NW corner of Owens River at Kings Canyon	5
184	SW alley off Nile River east of Oxnard Blvd.	3
185	NW alley off Nile River east of Oxnard Blvd.	5
186	SW corner of Nile River at Oxnard Blvd.	5
187	NW corner of Nile River at Oxnard Blvd.	6
188	NW corner of Nile River at Kings Canyon	1
189	SW corner of Nile River at Kings Canyon	2
190	Alley on Nile River NW of Kings canyon	5
191	NW corner of Flathead River at Ventura Rd.	6
192	SW corner of Flathead River at Ventura Rd.	5
193	NW alley off Flathead River south of Ventura Rd.	6
194	NW alley off Flathead River south of Oxnard Blvd.	7
195	NW corner of Flathead River at Oxnard Blvd.	9
196	SW corner of Flathead River at Oxnard Blvd.	5
197	NW corner of Green River at Ventura Rd.	6
198	SW corner of Green River at Ventura Rd.	2
199	NW alley off Green River south of Ventura Rd.	7
200	NE alley off Green River south of Ventura Rd.	5
201	NW corner of Flathead River at Oxnard Blvd.	3
202	SW corner of Flathead River at Oxnard Blvd.	3
203	Alley South of Ventura Rd between Flathead River and Green River	0
204	Alley between Garonne and Green River between Ventura Rd and Oxnard Blvd.	0
205	Alley SE of Oxnard Blvd off Green River	6
206	NW alley off Green River SE of Oxnard Blvd.	2

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Unit Number	Location	Number of Filter Cartridges
207	NW corner of Green River at Oxnard Blvd.	7
208	SW corner of Green River at Oxnard Blvd.	5
209	Alley off Green River west of Garrone	6
210	South corner of Green River at Garonne St	6
211	North corner of Green River at Garonne St	3
212	Alley off Green River SE of Moonlight Park	4
213	Alley at the SE intersection of Flathead River	6
214	Alley at SW side of Flathead River East of Moonlight Park	3
215	SW corner of Flathead River at Moonlight Park	2
216	NW corner of Flathead River at Moonlight Park	4
217	NW alley off Moss Landing between Green River and Garonne	5
218	SE alley off Moss Landing between Green River and Garonne	7
219	NW alley off Flathead River NW of Moonlight Park	3
220	SW corner of Green River at Oxnard Blvd	3
221	NW corner of Green River at Oxnard Blvd	3
222	NW alley off Kiawah River between Thames River and Roia Ln	7
223	NW alley off Indus Place between Roia Ln and Shenandoah Dr.	3
224	NW corner of Nimes at Kiawah River	3
225	SW corner of Nimes at Kiawah River	5
226	West corner of Java at Moss Landing	3
227	NW corner of alley at Nimes NE of Garonne	5
228	NW corner of Nimes at Garonne	7
229	NW corner of Orleans at Kiawah River	2
230	SW corner of Orleans at Kiawah River	15
231	SW side of Lakeview at Moss Landing	5
232	NW side of Lakeview at Moss Landing	3
233	NW corner of alley on Moss Landing between Garonne and Java Place	5
234	SW corner of Java at Thames River	7
235	NW alley off Java Ln. west of Thames River	6
236	NW alley off Java Ln west of Thames River	7
237	Lakeview Court end of Cul de Sac	13
238	Lakeview Court at Orleans at walking path	9
239	NW Kiawah River at the alley between Nimes and Orleans	3
240	Alley between Java and Kiawah River east of Roia Ln	3
241	NW alley off Kiawah River between Moss Landing and Nimes	7
242	SW corner of Smokey Mountain at American River	6
243	NE corner of American River and Riverpark Dr.	8
244	NE corner of Smokey Mountain at Big Sur River	1
245	NE alley off Smokey Mountain between American River and Big Sur River	4

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Exhibit B

Unit Number	Location	Number of Filter Cartridges
246	NW alley off Smokey Mountain between American River and Big Sur River	7
247	NW corner of Big Sur River at Smokey Mountain (corner of Vineyards Park)	2
248	NW side of Indus PI east of Palisades Park	9
249	NW corner of Roia Ln at Indus PI adjacent to the tennis courts	1
250	NW side of Indus PI south of Orleans and prior to the alley	6
251	NW corner of Indus PI at Orelans at East Park	7
252	Alley off Indus PI between Palisades Park and Roia	2
253	Alley off Indus Place between Orleans and Palisades Park	3
254	Danvers River east of Rocky Mountain	3
255	Alley off Rocky Mountain between Danvers River and Elk River	3
256	NW Alley off Rocky Mountain between Danvers River and Elk River PI	2
257	NW corner of Elk River at Rocky Mountain	4
258	NW side of Rocky Mountain at Elk River between two alleys	3
259	NE Alley off Rocky Mountain between Elk River and Feather River PI	2
260	NW Alley off Rocky Mountain between Elk River and Feather River PI	2
261	Alley off Smokey Mountain SW of Danvers River	7
262	NW corner of Smokey Mountain between alley and Danvers River	2
263	NE side of Smokey Mountain between alley and Danvers River	7
264	NW corner of Indus PI at Thames River	5
265	SW corner of Indus PI at Thames River	6
266	SW alley at Indus PI between Shenandoah and Thames River	5
267	NW corner of Indus PI between the alley and Shenandoah	5
268	SW alley off Indus PI between Roia and Shenandoah	7
269	SW corner of Olive St at the entrance of Paseo Del Rio Apts.	18
270	NW corner of Olive St at the entrance of Paseo Del Rio Apts.	18
271	SW Danvers River west of Moonlight Park Ave. at driveway entrance to backside of Target adjacent to the Park at the Collection	6
272	NW Danvers River east of driveway entrance to Mosaic Apts and west of Moonlight Park Ave.	5
273	Danvers River next to Targe across the street from Mosaic Apts Pool	1
274	SW corner of Danvers River at Riverpark Blvd next to parking lot	7
275	NW corner of Danvers River at Riverpark Blvd next to parking lot	8
276	NW corner of Colonia at Riverpark Blvd.	10
277	SW of Elk River PI at the alley	2
278	NW side of alley south of Elk River PI	1

Agreement A-8282
Exhibit B

Unit Number	Location	Number of Filter Cartridges
	CFD 5 - RIVERPARK DISTRICT Total Filter Cartridge Count	2,274

EXHIBIT INS-I
INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

- 1** Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

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

1.3 Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
- 2** Vendor 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-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. PW 20-65R
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
- 3** Vendor 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** Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I 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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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.

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. PW 20-65R****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 \$ _____ 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:**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:

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 CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. PW 20-65R

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

Downstream Services, Inc., 2855 Progress Place, Escondido, CA 92029("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as the Storm Vault Scheduled Maintenance and On-Call Services Project (Rebid) Specification No. PW 20-65R.

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 One Million, Five Hundred Thousand Dollars (\$1,500,000.00), this amount being not less than one hundred percent (100%) of the total not to exceed 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 Sections 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”

DOWNSTREAM SERVICES, INC.
a California corporation

By: _____
Wilma G. Roberts
Its: Chief Financial Officer

By: _____
Its: _____

By: _____
Victor N. Roberts
Its: Vice President

By: _____
Its: _____

(Seal)

(Seal)

Note: 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. The date of the Bond must not be before the Contract's Effective Date. 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"), State of California, has awarded to

Downstream Services, Inc., 2855 Progress Place, Escondido, CA 92029 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as the Storm Vault Scheduled Maintenance and On-Call Services Project (Rebid), Specification No. PW 20-65R.

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 One Million, Five Hundred Thousand Dollars (\$1,500,000.00), this amount being not less than one hundred percent (100%) of the total not to exceed 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”

DOWNSTREAM SERVICES, INC. a
California corporation

By: _____
Wilma G. Roberts
Its: Chief Financial Officer

By: _____
Its: _____

By: _____
Victor N. Roberts
Its: Vice President

By: _____
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.

REQUEST FOR BUDGET APPROPRIATION

Department: Public Work/Special Districts

Date: March 2, 2021

Project/Program _____

Manager: Jeri Cooper

Phone: 805-200-5334

Reason for Appropriation:

Budget Appropriation from Fund Balance for services executed under A-8282 for Stormwater Maintenance in Community Facilities Districts.

Accounts and Descriptions

AMOUNT

Fund: 173 - Seabridge CFD 4

Expenditures/Transfers Out

173-1606-805-8209 CONTRACTS AND SERVICES/CONTRACT SVC 185,000

Sub-total Expenditures 185,000

Net Change to Fund Balance (185,000)

Fund: 175 - Westport CFD 2

Expenditures/Transfers Out

175-1606-805-8209 CONTRACTS AND SERVICES/CONTRACT SVC 85,000

Sub-total Expenditures 85,000

Net Change to Fund Balance (85,000)

Net Appropriation Change 270,000

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

DECEMBER 30, 2020 - REVISED BID TABULATION

STORM VAULT SCHEDULED MAINTENANCE AND ON-CALL SERVICES (REBID)

Specification No. PW 20-65R

DOWNSTREAM SERVICES, INC.	AMERICAN INTEGRATED SERVICES, INC
Attn: Wilma Roberts 2855 Progress Place Escondido, CA 92029 Ph. 760-746-2544	BID REJECTED
#1	#2

Owner:

City of Oxnard

Bids Received:

December 21, 2020

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	INITIAL MAINTENANCE all CFD 2 - Westport & CFD 4 - Seabridge District Vaults	LS	1	\$243,000.00	\$243,000.00		
2	ANNUAL MAINTENANCE – all CFD 2 - Westport & CFD 4 - Seabridge District Vaults (price per year)	LS	1	\$143,075.00	\$143,075.00		
3	INITIAL MAINTENANCE – all CFD 5 – Riverpark District Vaults	LS	1	\$452,165.00	\$452,165.00		
4	ANNUAL MAINTENANCE – all CFD 5 – Riverpark District Vaults (price per year)	LS	1	\$300,046.00	\$300,046.00		
5	Scheduled On-Call Maintenance and Repair Services Monday-Friday 8am-5pm	HR	1	\$525.00	\$525.00		
6	**Non-Scheduled On-Call Maintenance and Repair Services, Monday-Friday 8am-5pm	HR	1	\$709.00	\$709.00		
7	**Non-Scheduled On-Call Maintenance and Repair Services, Monday-Friday 5:01pm-7:59am, Weekends, and Holidays	HR	1	\$957.00	\$957.00		
8	MATERIALS – 18" Contech ZPG™ filtration cartridges	EA	1	\$299.00	\$299.00		
9	MATERIALS - Metal Grate Inlet – 48"	EA	1	\$950.00	\$950.00		
10	MATERIALS - Metal Grate Inlet – 72"	EA	1	\$1,450.00	\$1,450.00		
11	MATERIALS - Metal Vault Door – 11" x 19"	EA	1	\$400.00	\$400.00		
12	MATERIALS - Metal Vault Door – 11" x 26"	EA	1	\$450.00	\$450.00		
13	MATERIALS - Metal Vault Door – 6" x 12"	EA	1	\$1.00	\$1.00		
14	MATERIALS - Metal Vault Door – 6" x 15"	EA	1	\$1.00	\$1.00		
15	MATERIALS - Metal Vault Door – 6" x 8"	EA	1	\$1.00	\$1.00		
16	MATERIALS - Metal Vault Door – 7" x 14"	EA	1	\$1.00	\$1.00		
17	MATERIALS - Metal Vault Door – 8" x 11"	EA	1	\$120.00	\$120.00		
18	MATERIALS - Metal Vault Door – 8" x 14"	EA	1	\$120.00	\$120.00		
19	MATERIALS - Metal Vault Door – 8" x 16"	EA	1	\$120.00	\$120.00		
20	MATERIALS - Metal Vault Door – 8" x 18"	EA	1	\$120.00	\$120.00		
21	MATERIALS - Metal Vault Door – 8" x 20"	EA	1	\$120.00	\$120.00		
22	1/4 TURN FILTER CONNECTOR	EA	1	\$420.00	\$420.00		

Total Bid Amount Submitted:

\$1,145,050.00

Total Bid Amount Verified:

\$1,145,050.00

BID REJECTED

Subcontractors:

NONE

Maintenance Assessment Districts

& Waterway Assessment Districts

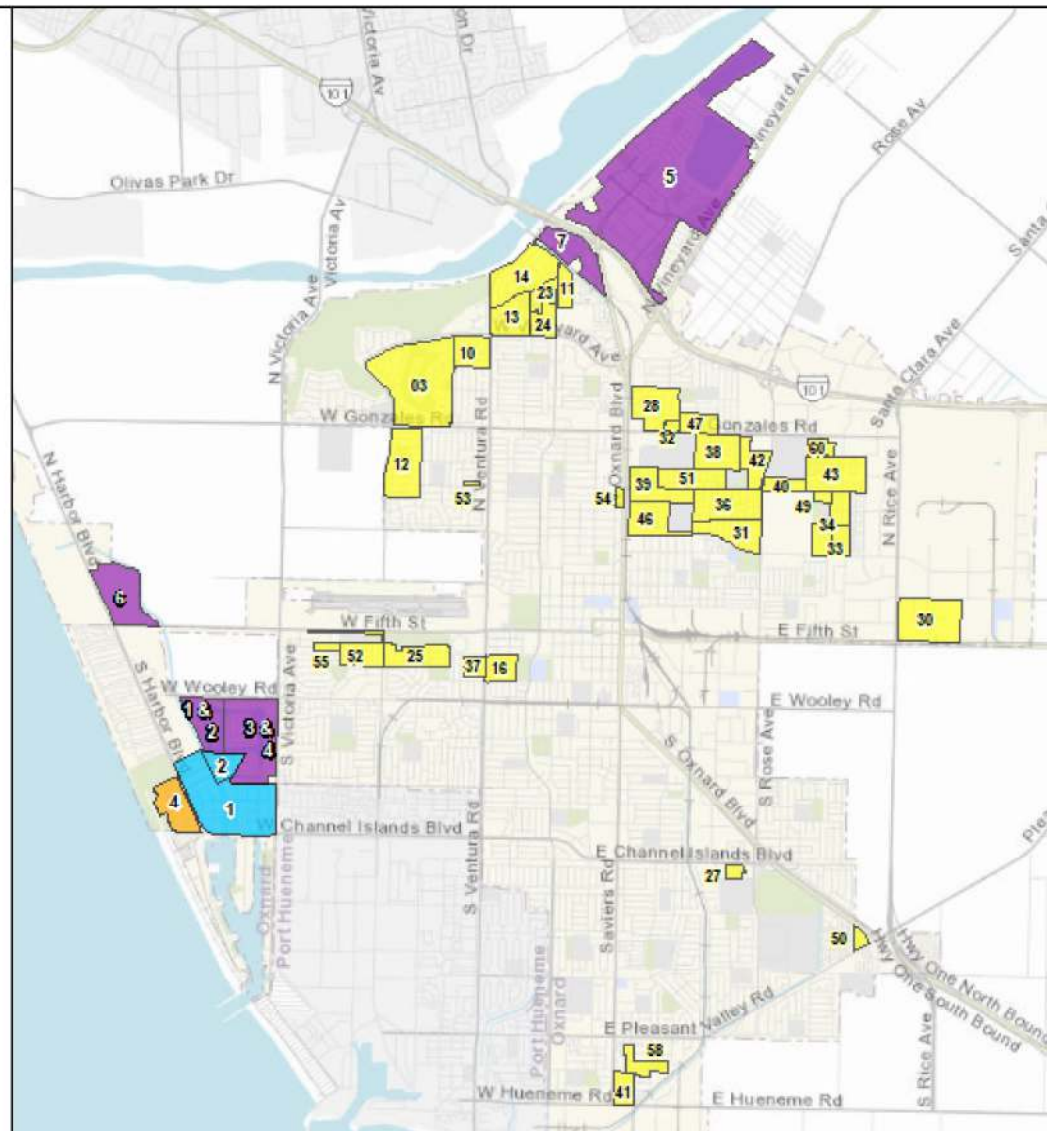
- MAD No. 4 (Mandalay Beach/Colony/Hotel)
- WAD No. 1 (Mandalay Bay)
- WAD No. 2 (Mandalay Bay)

Community Facilities Districts

- CFD No. 1 & 2 (WESTPORT AT MANDALAY BAY)
- CFD No. 3 & 4 (SEABRIDGE AT MANDALAY BAY)
- CFD No. 5 (RIVERPARK)
- CFD No. 6 (NORTH SHORE AT MANDALAY BAY)
- CFD No. 7 (WAGON WHEEL)

Landscape Maintenance Districts

- LMD No. 10 (Country Club Estates)
- LMD No. 11 (St. Tropez)
- LMD No. 12 (Standard Pacific)
- LMD No. 13 (Le Village)
- LMD No. 14 (California Cove)
- LMD No. 16 (California Lighthouse)
- LMD No. 23 (Greystone)
- LMD No. 24 (Vineyards)
- LMD No. 25 (Pointe)
- LMD No. 27 (Rose Island)
- LMD No. 28 (Harborside)
- LMD No. 3 (River Ridge)
- LMD No. 30 (Haas Automation)
- LMD No. 31 (Rancho De La Rosa)
- LMD No. 32 (Oak Park)
- LMD No. 33 (El Paseo)
- LMD No. 34 (Sunrise Pointe & Sunset Cove)
- LMD No. 36 (Villa Santa Cruz & Villa Carmel)
- LMD No. 37 (Pacific Breeze)
- LMD No. 38 (Aldea Del Mar)
- LMD No. 39 (Promesa & Sueno)
- LMD No. 40 (Cantada)
- LMD No. 41 (Pacific Cove)
- LMD No. 42 (Cantabria & Coronado)
- LMD No. 43 (Greenbelt)
- LMD No. 46 (Daily Ranch)
- LMD No. 47 (Sycamore Place)
- LMD No. 49 (Cameron Ranch)
- LMD No. 50 (Pleasant Valley Senior Housing)
- LMD No. 51 (Pfeiler)
- LMD No. 52 (Wingfield)
- LMD No. 53 (Huff Court)
- LMD No. 54 (Meadow Crest Villas)
- LMD No. 55 (Wingfield West)
- LMD No. 58 (Westwind)
- LMD No. 60 (Artisan)





CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7

DATE: March 2, 2021

TO: City Council

FROM: Craig B, Public Works Director, (805) 385-8055, craig.b@oxnard.org

SUBJECT: Purchase of Heavy Equipment for Wastewater Division.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following Purchase Orders:

1. Purchase Order #7989 with Nixon-Egli in the amount of \$232,001.13 for a new Crane Truck;
2. Purchase Order #7967 with Velocity Truck Centers in the amount of \$219,914.81 for a new Rolloff Truck;
3. Purchase Order #7988 with Quinn Company in the amount of \$266,274.81 for a new Excavator;
4. Purchase Order #7990 with Quinn Company in the amount of \$146,894.52 for a new Backhoe; and
5. Purchase Order #7987 with Quinn Company in the amount of \$35,910.92 for a new Forklift.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Oxnard Wastewater Treatment Plant (OWTP) is in need of upgrading its aged heavy equipment and rolling stock. Purchase of this new equipment will ensure safety; increase efficiency and reliability; and decrease the need for outside contractors and rental services.

The equipment will be procured using various Sourcewell cooperative agreements. As a Sourcewell cooperative member, the City of Oxnard (City) can take advantage of the nationwide competitive bidding process outcomes conducted by the Sourcewell Cooperative.

Cooperative agreement 032119-CAT for heavy construction equipment with related accessories, attachments, and supplies will be used for the purchase of an Excavator, Backhoe, and Forklift. Cooperative agreement 012418-EEC for Aerial Platforms, Crane Trucks and Derrick Diggers will be used for the purchase of a Crane Truck. Cooperative agreement 060920-ATC for class 4-8 chassis with related equipment will be used for the purchase of a Rolloff Truck.

DISCUSSION

The existing Crane Truck, Rolloff Truck, Backhoe and Forklift will be turned over to the Fleet Division where the equipment will be auctioned off to the highest bidder. The new equipment will be serviced and maintained by Wastewater Mechanics who will ensure routine maintenance to the manufacturers recommendations to maximize the useful life of the capital assets. Lead times for the equipment will vary depending on the dealer's inventory and ability to manufacture.

Crane Truck

The Wastewater Division is requesting the replacement of Vehicle 2565 with a new Crane Truck for utilization at the OWTP, lift stations, and stormwater infrastructure throughout the City. Vehicle 2565 is a 1988 International Harvester combination utility bed with a one ton portable crane attached which requires extensive repairs and will no longer pass annual crane safety inspection. Vehicle 2565 has outlived its useful life with repairs becoming cost prohibitive. The new Crane Truck will be used to remove pumps, check valves, pipes, motors, and other sewer related appurtenances. Purchase of this vehicle will also minimize the need for specialty crane rental and allow for quicker response to scheduled and unscheduled repairs. Estimated lead time for the Crane Truck is 7-8 months upon order.

Rolloff Truck

The Wastewater Division is requesting the replacement of vehicle 3293, a 1998 Volvo with an Autocar ACX64 model Rolloff Truck. Vehicle 3293 is utilized at the OWTP to move large containers of process screenings from the Headworks area. The vehicle then delivers the box to an area where it is elevated and de-watered for disposal. Vehicle 3293 is also utilized during snail removal activities, relocation of various large trash containers, green waste containers, and other material handling activities throughout the treatment plant. Vehicle 3293 has over 368,000 miles, and is in need of extensive repairs, which have become cost prohibitive. Estimated lead time for the Rolloff Truck is five (5) months from the time of order.

Excavator

The Wastewater Division is requesting the purchase of a Caterpillar Model 320 Excavator to increase in house capabilities and offset the cost of contractors and rental equipment.

The Wastewater Division operates and maintains the OWTP, and 405 miles of wastewater collection system. During an underground failure at the OWTP or within the wastewater collection system, it becomes necessary to excavate and expose the source of the failed process piping and equipment. Purchase of an excavator will offset the cost of renting or utilizing contractors for excavation and repair of wastewater infrastructure. Collection system activities include excavation and repair of sewer failures.

The Wastewater Division also maintains 375 miles of storm water conveyance system including concrete channels, earthen ditches, storm drain inlets, and other related drainage facilities. During the wet weather season, the Wastewater Division removes sand along discharge points in the Oxnard Shores neighborhood to minimize flooding along Mandalay Beach Road. After a storm event, staff is then responsible to close these drains to prevent flooding caused by tidal influence. Estimated lead time for the Excavator is six (6) months from the time of order, but may vary depending on availability.

Backhoe

The Wastewater Division is requesting the replacement of vehicle 3472, a 2001 John Deere Backhoe with a Caterpillar Model 420 Backhoe Loader. As a result of age and significant damage caused by salt water inundation and sand contamination to the hydraulic system, Vehicle 3472 is damaged beyond repair, and will no longer operate safely.

The Backhoe will be utilized at the Wastewater Treatment Plant to clear debris, greenwaste, refuse, and perform minor repairs, small excavation of damaged infrastructure, and for snail removal in the activated sludge system as part of routine plant maintenance. Estimated lead time for the Backhoe is six (6) months from the time of order, but may vary depending on availability.

Forklift

The Wastewater Division is requesting the replacement of vehicle 2894, a 1991 forklift, with a Caterpillar Model GP30N5 forklift. Vehicle 2894's hydraulic lift system and power steering component have failed, causing the forklift to

become inoperable. Furthermore, this vehicle has outlived its useful life and cost of repairs far exceed the value of the forklift. The replacement forklift will be utilized to move small pumps, motors, treatment plant equipment, chemical pallets, as well as load and unload deliveries. Estimated lead time for the Forklift is five (5) months from the time of order, but may vary depending on availability.

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 for these items shall not exceed \$900,996.19. As a result of varying lead times, availability and a planned tax increase, any equipment delivered before April 1, 2021 will be taxed at a rate of 7.75%. Any equipment delivered after April 1, 2021, will be taxed at a rate of 9.25%.

At the current tax rate of 7.75%, the total cost for these one-time purchase orders is \$888,804.35. At the new tax rate of 9.25% in April, the total cost for these one-time purchase orders is \$900,996.19. There are sufficient funds allocated in Wastewater operating funds 611 and 621 in the Fiscal Year 2020-21 Budget. Any remaining costs will be budgeted appropriately in Fiscal Year 2021-22.

Vehicle	Vendor	Account	Cost @ 7.75% tax	Cost @ 9.25% tax
Crane Truck	Nixon-Egli	621-6205-891-8606	\$228,994.25	\$232,001.13
Rolloff Truck	Velocity Truck Centers	621-6202-891-8606	\$216,895.62	\$219,914.81
Excavator	Quinn CAT	611-6103-891-8606	\$262,618.86	\$266,274.81
Backhoe	Quinn CAT	621-6205-891-8606	\$144,877.66	\$146,894.52
Forklift	Quinn CAT	621-6202-891-8606	\$35,417.96	\$35,910.92
Total			\$888,804.35	\$900,996.19

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on February 9, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. PO 7989 - Nixon
2. PO 7967 Velocity Truck Center
3. PO 7988 - Quinn
4. PO 7990 - Quinn
5. PO 7987 - Quinn
6. Nixon-Egli Crane Truck Quote
7. Velocity Roll Off Truck Quote
8. Quinn Excavator

9. Quinn Backhoe Quote
10. Quinn Forklift Quote



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007989**

DATE: 2/10/2021

VENDOR PHONE: (562)944-8061
VENDOR FAX: (562)946-9575
VENDOR #: 3502
VENDOR ADDRESS: NIXON-EGLI EQUIPMENT **SHIP TO:** WASTEWATER TREATMENT PLT
COMPANY
2044 S.VINEYARD AVE 6001 S. PERKINS ROAD
ONTARIO, CA 91761 OXNARD, CA 93033

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2021		0000005256	12/30/2020	GAVIN SINGLETON	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		62162058918606		ERIC HERNANDEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	CRANE TRUCK				
	200,458.70			1.0000	200,458.70
	/ DL				
2	TAX				
	18,542.43 /			1.0000	18,542.43
	DL				
3	DEALER OPTIONS				
	13,000.00 /			1.0000	13,000.00
	DL				

Replacement Crane Truck
Sourcewell Agreement #012418-EEC

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.
007989**

DATE: 2/10/2021

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VENDOR ADDRESS: NIXON-EGLI

COMPANY

2044 S.VINEYARD AVE

ONTARIO, CA 91761

EQUIPMENT

SHIP TO:

WASTEWATER TREATMENT PLT

6001 S. PERKINS ROAD

OXNARD, CA 93033

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PWTC Committee 02/09/21

Council 03/02/21

Tax adjusted to 9.25% assuming delivery after
April 1, 2021

Emailed L.ORTEGA RQSTING MORE INFO*AM

BUS W/B DELIVERING CRANE TRUCK, NEEDS A BTC*AM

22 00127029 EXP 12/31/21*AM

TOTAL PURCHASE AMOUNT

\$232,001.13

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

John C. Zaragoza,
Mayor

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PURCHASE ORDERS
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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:
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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.
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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.
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 - 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.



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007967**

DATE: 1/15/2021

VENDOR PHONE: (562)447-1260

VENDOR FAX: () -

VENDOR #: 19164

VENDOR ADDRESS: VELOCITY TRUCK CENTER OF VC
P.O. BOX 101284
PASADENA, CA 91189-1284

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	
06/30/2021		0000005244	12/21/2020	FORMELY BIG T'S	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		62162028918606		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	ROLL OFF REPLACEMENT TRUCK				
	201,194.00			1.0000	201,194.00
	/ DL				
2	DOCUMENT FEE				
	85.00 / DL			1.0000	85.00
3	CA TIRE FEE				
	17.50 / DL			1.0000	17.50
4	TAXES				
	18,618.31 /			1.0000	18,618.31
	DL				

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.
007967**

DATE: 1/15/2021

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FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		62162028918606		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

REPLACE VEHICLE #3293
SOURCEWELL AGREEMENT #081716-ATC
TAX ADJUSTED TO 9.25% ASSUMING DELIVERY AFTER
APRIL 1, 2021
PWTC COMMITTEE 2/9/21
COUNCIL 3/2/21
22 00111218 EXP 7/31/21*PW

TOTAL PURCHASE AMOUNT

\$219,914.81

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

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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.
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PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007988**

DATE: 2/10/2021

VENDOR PHONE: (559)896-4040

VENDOR FAX: () -

VENDOR #: 7840

VENDOR ADDRESS: QUINN COMPANY
P.O. BOX 849665
LOS ANGELES, CA 90084-9665

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	
06/30/2021		0000005255	12/30/2020		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		61161038918606		ERIC HERNANDEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	239,179.80 / DL	320 CATERPILLAR EXCAVATOR	1.0000	239,179.80
2	2,400.00 / DL	FREGIHT CHARGES	1.0000	2,400.00
3	2,150.00 / DL	PREP FEES	1.0000	2,150.00
4	22,545.01 / DL	TAXES	1.0000	22,545.01

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PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
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007988**

DATE: 2/10/2021

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ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Comments

New Additional Excavator

Sourcewell Agreement 032119-CAT

PWTC Committee 2/9/21

Council 3/2/21

Tax adjusted to 9.25% assuming delivery after
April 1, 2021

21 00016057 EXP 12/31/20*PW

TOTAL PURCHASE AMOUNT

\$266,274.81

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
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AUTHORIZED SIGNATURE. _____

John C. Zaragoza,
Mayor

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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.



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007990**

DATE: 2/10/2021

VENDOR PHONE: (559)896-4040

VENDOR FAX: () -

VENDOR #: 7840

VENDOR ADDRESS: QUINN COMPANY
P.O. BOX 849665
LOS ANGELES, CA 90084-9665

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	
06/30/2021		0000005257	12/30/2020		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		62162058918606		ERIC HERNANDEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	BACKHOE LOADER				
	131,857.23			1.0000	131,857.23
	/ DL				

2	MACHINE PREP				
	1,850.00 /			1.0000	1,850.00
	DL				

3	DELIVERY				
	750.00 / DL			1.0000	750.00

4	TAXES				
	12,437.29 /			1.0000	12,437.29
	DL				

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.
007990**

DATE: 2/10/2021

VENDOR PHONE: (559)896-4040

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6001 S. PERKINS ROAD
OXNARD, CA 93033

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06/30/2021		0000005257	12/30/2020		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		62162058918606		ERIC HERNANDEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Additional Backhoe Loader for Wastewater
Sourcewell Agreement 032119-CAT
PWTC Committee 2/9/21
Council 3/2/21
Taxes adjusted to 9.25% assumed delivery after
April 1, 2021
21 00016057 EXP 12/31/20*PW

TOTAL PURCHASE AMOUNT

\$146,894.52

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

John C. Zaragoza,
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

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

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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.
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PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007987**

DATE: 2/10/2021

VENDOR PHONE: (559)896-4040
VENDOR FAX: () -
VENDOR #: 7840
VENDOR ADDRESS: QUINN COMPANY
P.O. BOX 849665
LOS ANGELES, CA 90084-9665

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	
06/30/2021		0000005245	12/21/2020		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		62162028918606		ERIC HERNANDEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1		FORKLIFT			
	32,864.00 /			1.0000	32,864.00
	DL				

2		TAXES			
	3,039.92 /			1.0000	3,039.92
	DL				

3		CA TIRE FEE			
	7.00 / DL			1.0000	7.00

Replacing forklift #2894
Sourcewell Agreement #03119-CAT
PWTC Committee 2/9/21
Council 3/2/21

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PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007987**

DATE: 2/10/2021

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		62162028918606		ERIC HERNANDEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

tax at 9.25% assuming delivery after April 1, 202
21 00016057 EXP 12/31/20*PW

TOTAL PURCHASE AMOUNT

\$35,910.92

**In order to receive payment, email all invoices to:
invoices@oxnard.org**

**In the subject line, reference the Purchase
Order number above.**

AUTHORIZED SIGNATURE. _____

John C. Zaragoza,
Mayor

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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.
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-
- SO. CALIFORNIA: 2044 South Vineyard Avenue, Ontario, CA 91761 • (909) 930-1822 • FAX (909) 923-2356
□ NO. CALIFORNIA: 800 East Grant Line Road, Tracy, CA 95376 • (209) 830-8600 • FAX (209) 830-8884

January 6, 2021

City of Oxnard
6001 Perkins Road
Oxnard, CA 93033



Attn: Mr. Luis Ortega

Sourcewell Contract #012418-EEC
Nixon Quote# 100086 R2

Dear Luis:

We are pleased to provide you a quotation on a new **Elliott 1870F** equipped as follows:

Standard Equipment:

- Front mount subframe for a 20' bed.
- A 27' retracted to 70' extended 3-section proportional boom.
- Sheave head shall be equipped with three sheaves.
- Winch features a burst of speed 12,800 lb. bare drum pull with 275' of 9'16" diameter 6x37 EIPS wire rope and a 9,600 lb. single line pull.
- Internal boom hard-wired anti-two-block and Load Moment Indicator (LMI) hydraulic overload protection system.
- 372 degree non-continuous rotation. Hydraulic system includes 3-section gear pump (counterclockwise rotation), 70 gallon oil reservoir with sight and temperature gauge, 10 micron return line filter, and single gate valve on suction line.
- Dual operator control console and platforms with engine start/stop switch, independently controlled outrigger and stabilizer levers, bubble level gauge, signal horn, variable speed foot throttle, lifting capacity chart, range diagram chart, boom angle indicator, system pressure gauge (roadside), cup holder, and 12V power outlet.
- "A" frame link type outriggers at crane pedestal with 20'10" spread.
- "A" frame type rear stabilizers behind rear axle with 10'4" spread.
- Horizontal, removable type boom rest at end of subframe.
- Downhaul weight with hook. Maximum tip height of 80' and a maximum lifting capacity of 18 US tons at a 5' radius.
- 180 degree stability. Unit certified to ANSI B30.5 for Mobile Cranes.

Bed Options:

- 20' Wood Bed with LED Lights (1,800 lbs.)

Outrigger/Stabilizer Options:

- Front Bumper Stabilizer for 360 Degree Area of Operation. (Includes Additional Control Valve)
- Mounting Charge for Front Bumper Stabilizer. (For Ext Front Frame Rails Only)

Lifting Options:

- 15-Ton Single Sheave Hook Block For 2/3 Parts of Line. (240 lbs.)

PTO Options:

- Hot Shift PTO For Automatic Transmission
- Clockwise Rotation Pump (Required for Automatic Transmission)

Additional Options:

- Fold Down Bed Access Ladder With Grab Handles
- Vertical Holder On Bed For 2/3 Part Line Hook Block

Paint Options:

- Paint Crane Pedestal, Turret, Boom, and Control Console White. Subbase, Bed, Rear Stabilizers, and Hydraulic Reservoir to Be Black. Main Outriggers, Operator Platform and Boom Rest to Be Red.

Mounting Options:

- Mounting charge for standard unit on unobstructed truck frame. Includes rear bumper, hydraulic fluid, electronic throttle interface, mud flaps, backup alarm, safety triangle kit, final stability test. **(If unit ordered unmounted, requirement of RH Rotation Pump for Automatic Transmission must be indicated with order)**

Chassis:

- "2022 Freightliner M2 106, 280 hp Cummins B6.7 diesel engine (660 lb/ft), 234" WB, 168" C.A., 120" AF, Allison 3500 RDS automatic transmission, 33,000 GVWR, 13,000 lb front axle, 20,000 lb rear axle, 11R22.5 front and rear tires, air brakes, 50 gallon alum fuel tank (LH), AM/FM radio, cruise control, 8" bolt on front frame ext., power windows, power locks, tilt steering, air conditioning, air ride driver seat, two-man pass. bench seat. Color: White 1-year tow warranty.

Standard List Price:	\$140,643.00
10% Sourcewell Discount:	-\$14,064.30
Chassis:	\$73,880.00
Total Unit Price:	\$200,458.70
Sales Tax 7.75% (Ventura):	\$15,535.55
Price w/Tax:	\$215,994.25
PDI:	\$1,000.00
Start-Up:	\$1,500.00
DMV:	\$400.00
Inbound Freight:	\$9,000.00
Outbound Freight:	\$1,100.00
Total Package Price:	\$228,994.25

Inbound Freight: From Elliott Equipment Company (Omaha, NE) to Nixon Egli Equipment Company (Ontario, CA)

Outbound Freight: From Nixon Egli Equipment Company (Ontario, CA) to the City of Oxnard (Oxnard, CA)

Freight will be via Dedicated Truck Route

Lead Time is 210-240 Days ARO

The above price is subject to applicable taxes and registration fees. This quote is valid for 30 days.

Thank you for the opportunity to quote on your equipment needs. If you have any further questions, please feel free to contact me.

Sincerely,
NIXON-EGLI EQUIPMENT CO.

Richard Caffey
Municipal Area Manager



OFFICE (805) 983-2408
FAX (805) 983-7570

2501 Camino Del Sol, Oxnard CA 93030

www.VelocityTruckCenters.com

Buyers Order

Deal#: DE-74047

Opp#: 2020-122414

Date: 09/10/2020

Contact: Ron Creighton - Mobile: 562/755-6108 - Email: RCreighton@vvgtruck.com

Bill To: 105164

CITY OF OXNARD

300 WEST THIRD STREET

OXNARD CA 93030 County: Ventura

Phone: (805) 247-8920 FAX: (805) 385-8053

joseph.rodriguez@oxnard.org

Ship To:

Unit#: On Order Stock#:

New 2021 AUTOCAR ACX64

Price:

\$159,302.00

VIN: FACTORY ORDER

GVW: 66000

Color: WHITE

(2) AMBER SAFETY LAMPS MOUNTED ON EACH SIDE OF CAB

\$2,167.00

AMEREX FIRE SUPPRESSION SYSTEM

\$4,995.00

AMREP ROLL-OFF MODEL AMRO-H-16 PER PROPOSAL NO. 18829.3

\$27,555.00

PROVISION SINGLE CAMERA SYSTEM W/ MONITOR INSTALLED

\$1,925.00

VULCAN ON BOARD SCALE SYSTEM

\$5,250.00

To Be Delivered On or About: 2/12/2021

Unit Price:

\$201,194.00

Sub Total

\$201,194.00

Doc Fee

\$85.00

CA Tire Recycle Fee

\$17.50

Sales Tax (7.750%)

\$15,599.12

Total Vehicle Sale Price

\$216,895.62

Net Total

\$216,895.62

Lienholder: None

AUTOCAR SOURCEWELL CONTRACT NO. 081716-ATC

WASTE WATER DIVISION

ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE.

ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.

The numbered pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read and understand the final page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

CITY OF OXNARD

(Purchaser's Name)

Ron Creighton

(Salesperson Name)

X

(Purchaser's Signature)

(Approved By)

Date

Date

1. **TRADE-IN(S).** Purchaser shall deliver trade-in(s) in the same condition as at the time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchase represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.
2. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted by law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.
3. **CANCELLATION.** Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation changes and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs.
4. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use or other taxes applicable to the sale or use of the trucks purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchaser's responsibility and further agrees to promptly pay any such taxes.
5. **DELIVERY.** All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.
6. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitution of materials subsequent to the receipt of the order which, in manufacturers or Seller's opinion are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.
7. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order of receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser. Purchaser understands that certain safety equipment is available that is not legally required and is available at Purchaser's request for an additional fee.
8. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.
9. **GENERAL.** Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
10. **IMPORT TARIFFS:** Purchaser acknowledges that any import tariffs imposed by the government are the sole responsibility of the Purchaser and will result in an increase in the Seller's price equal to the amount of the obligatory tariff.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Accepted and Agreed by: _____
(Company Name)

(Date)

Signor's Name and Title: _____
(Please Print Name and Title. Must be an Officer of the company
Authorized to approve capital purchases.)

X _____
(Signature)



Quote 138732-01

January 19, 2021

CITY OF OXNARD WASTE WATER TREATMENT PLANT
ATTN ACCOUNTS PAYABLE
6001 PERKINS RD
OXNARD
California
93033-9047

Attention: Ray Trevino

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR INC. Model: 320 Excavator

SOURCEWELL CONTRACT #032119 - CAT

We wish to thank you for the opportunity of quoting on your equipment needs. **This quotation is valid for 60 days**, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey
Machine Sales Representative

CATERPILLAR INC. Model: 320 Excavator**STANDARD EQUIPMENT**

POWERTRAIN - C4.4e twin turbo Tier 4 Final diesel - engine - Electric fuel priming pump - Reversible electric cooling fans - Two-stage fuel filtration system with - water separator and indicator - Sealed double element air filter with - integrated pre-cleaner - Biodiesel capable (up to B20)

UNDERCARRIAGE - Grease lubricated track link - Tie down points on base frame - (ISO 15818 compliant)

HYDRAULICS - Electronic main control valve - Auto warm up - Tandem type electronic main pump - Boom and stick regeneration circuits - Automatic two speed travel - Boom and stick drift reduction valve - Element type main hydraulic filter

ELECTRICAL - Maintenance free battery - Centralized electrical disconnect switch - CAT product link - After engine shut down programmable - time delay LED working - lights: - One chassis mounted, one LH boom mounted

OPERATOR ENVIRONMENT - Sound suppressed ROPS cab (ISO 12117-2 - compliant) with viscous mount - Increased rear window size - as emergency exit - Openable tempered front upper windshield - w/assist device and removable tempered - lower windshield with in cab storage - bracket - 2 inch (51mm) orange seat belt - Upper radial wiper for 70/30 - Automatic bi-level air conditioner - with pressurized function - Washable floor mat - Beacon ready - 2 x 12V DC outlet and USB port - Dome and lower LED interior lights, - coat hook, cup holder, console storage - rear storage with net, and overhead - storage with net - (Comfort cab) - for Japan - Mechanical suspension comfort seat - w/ headrest, console height adjustment - w/ tools, arm rest angle adjustment - Fixed left side console - Openable steel hatch - (Deluxe cab) - Air suspension deluxe seat w/ headrest - w/ 2 step seat heater, console height - adjustment w/o tools, arm rest height - and angle adjustment - Tilt up left side console - Openable polycarbonate hatch for 2P - windshield

SAFETY AND SECURITY - RH hand rail and hand hold - (ISO 2867 compliant) - Service platform with anti-skid plate - and countersunk bolts - Hydraulic lock out lever neutralizes - all controls - Ground level accessible secondary engine - shutoff switch in cab - Signaling / warning horn

OTHER STANDARD EQUIPMENT - Side entry to service platform - Grouped location for engine oil - and fuel filters - Ground level 2nd dipstick for engine oil - Sampling ports for scheduled oil - Sampling (S.O.S) - Remote flash

MACHINE SPECIFICATIONS

Description	Reference No
320 07C HEX AM-N DCA1M	596-4773
LANE 2 - AVAILABLE FROM AKASHI FACTORY USING PRIORITY CODE L2	
LANE 3 - AVAILABLE FROM AKASHI FACTORY USING PRIORITY CODE L2	
LANE2/3 is not available to Quebec with ANSI	
4.2T (9,260lb) Counterweight, Reach Boom, 2.9M (9'6") Reach Stick	
790MM (31") TG Track Shoe, Deluxe Cab, 10" Monitor, Cat Grade with 2D,	
Advance Tool Control, Quick Coupler Circuit (Cat Pin Grabber)	
INCLUDES:	
490-7664 320 07 HEX	
578-6723 COMMON ARRANGEMENT	
507-4794 FRAME, SWING, SEMI HD	
575-2658 COUNTERWEIGHT, 4.2MT(9,260lb)	
577-2733 BEARING, SWING, STD	
573-5696 UNDERCARRIAGE STD, W/HD ROLLER	
577-5863 BOOM, REACH 5.7M(18'8")	577-5863
490-7673 STICK, R2.9M (9'6")	490-7673
492-8537 LINKAGE, BKT, B1 W/EYE GRADE	492-8537
494-4985 CYLINDER, BOOM	
586-3636 CYLINDER, STICK	586-3636
490-4179 CYLINDER, BKT, B1	490-4179
516-9880 GRADE SENSOR, REACH BOOM	516-9880
516-9883 GRADE SENSOR, R2.9M(9'8")/2.95(9'8") STICK	516-9883
513-3210 BOOM TUBE W/EOU	
489-2950 LINES, FRONT, STD	
513-3214 SENSOR, PRESSURE, EOU	
579-5429 HYDRAULIC PKG, COMB ADV	579-5429
JOYSTICKS, SLIDER	
VALVE, HYDRAULIC, TCS, HL	
LINES, MAKE UP, TCS	
RETURN PIPE, TCS/TCS MP	
CIRCUIT, COMBINED, ADV	
517-4758 CONTROL, QC	517-4758
578-9186 LINES, HP, REACH BOOM	578-9186
570-4691 LINES, QC, REACH BOOM	570-4691
356-8117 LINES, HP, R2.9M(9'8") STICK	356-8117

Description	Reference No
242-6490 LINES, QC, R2.9M(9'8") STICK	242-6490
546-0101 CAB, DELUXE	
577-7865 LINES, AIR CONDITIONER	
484-8021 WIPER, RADIAL W/O LOWER	484-8021
511-9428 MONITOR, 10"	511-9428
502-7166 RADIO, W/BLUETOOTH	502-7166
490-7715 PEDAL, STRAIGHT TRAVEL	
524-8272 RECEIVER, BLUETOOTH	
521-3306 TRACK, 790MM (31") TG	521-3306
561-1743 SWING DRIVE	
578-1166 CAMERA, 360 VISIBILITY	578-1166
327-6552 MIRROR, CAB, W/O GUARD	327-6552
516-2545 ALARM, TRAVEL	516-2545
508-9617 HANDHOLDS, RAD COMPARTMENT	508-9617
488-6816 MACHINE ECM	
490-4847 COOLING, HIGH AMBIENT	
506-5013 BATTERIES, 2	506-5013
511-5861 STARTING AID, ETHER	511-5861
490-2683 LIGHTS, CHASSIS	
524-8314 LIGHTS, CAB, W/RAIN PROTECTOR	524-8314
562-5718 LIGHTS PKG, BOOM LH and RH	562-5718
LIGHT, BOOM LH	
LIGHT, BOOM RH	
577-2117 WIRING, PRODUCT LINK ELITE	
577-2119 RADIO MODULE, PL243 CELLUAR	577-2119
555-7286 NETWORK MANAGER, STD	555-7286
516-0550 GRADE W/2D, ASSIST and PAYLOAD	516-0550
526-8766 GUARD, TRACK GUIDE, SEGMENTED	526-8766
576-9411 GUARD, BOTTOM, STD	576-9411
488-9287 GUARD, TRAVEL MOTOR, STD	488-9287
134-8875 GUARD, SWIVEL	134-8875
489-2952 SUCTION LINE, PUMP, STD	489-2952
549-8149 LINES, DRAIN, PG QUICK COUPLER	549-8149
493-9765 FINE SWING	
576-9463 STORAGE TRAY	576-9463
490-7705 QUICK DRAINS READY	490-7705
578-2907 DECALS, EXTERIOR, ANSI	578-2907
573-4351 DECALS, CAB, ANSI	573-4351
567-3816 DECAL, ROPS	567-3816

Description	Reference No
567-3815 DECALS, STICK WARNING, ANSI	567-3815
520-9418 FILM, OPERATING PATTERN, 2WAY	520-9418
528-4738 FILM, EMC	528-4738
COUPLER, PIN GRABBER B1 W/PINS	455-3909
BKT HD 48" 1.56YD3 B	552-8240

Quinn Group

Quote 138732-01

LIST PRICE	\$281,388.00
SOURCEWELL DISCOUNT TO CITY OF OXNARD (15%)	-\$42,208.20
Sub Total	\$239,179.80
Freight	\$2,400
Prep	\$2,150
Sub Total	\$243,729.80
Sales Tax	\$18,889.06
TOTAL INVOICE	\$262,618.86

WARRANTY

Standard Warranty: 12 Months Full Machine

F.O.B/TERMS

Oxnard Earthmoving

Accepted by _____ on _____

Signature



143165-01

January 19, 2021

CITY OF OXNARD FLEET DEPT
ATTN ACCOUNTS PAYABLE
1060 PACIFIC AVE
OXNARD, California 93030-7337

Attention: Mark Moise

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 420 Backhoe Loader including standard and optional equipment as listed below.

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** **SMU:**

SOURCEWELL CONTRACT #032119 - CAT

We wish to thank you for the opportunity of quoting on your equipment needs. **This quotation is valid for 60 days**, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Barry Tovey
Machine Sales Representative

One (1) New Caterpillar Inc. Model: 420 Backhoe Loader including standard and optional equipment as listed below.

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES -BACKHOE -- 14'4" Center pivot backhoe -4.3 Meters -- Boom and swing transport locks -- Pilot operated backhoe and -electro hydraulic stabilizer controls -- Street type stabilizer shoes -- Anti-drift hydraulics (boom, stick, -and E-stick) -- Cat Cushion Swing(tm) system -LOADER -- Single Tilt Loader -- Lift cylinder brace -- Self-leveling loader with single -lever control -- Return-to-dig -(automatic bucket positioner) -- Transmission neutralizer switch -- Bucket level indicator -

POWERTRAIN -- Water separator -- Thermal starting aid system -- Dry type axial seal air cleaner with -integral precleaner -- Automatic dust ejection system -- Filter condition indicator -- Hydraulically boosted multi-plate -wet disk brake with dual pedals & -interlock -- Differential lock -- Torque converter -- Transmission-four speed manual shift -- Neutral safety switch -- Spin-on filters for -Fuel -Engine oil -Transmission oil -- Outboard Planetary Rear Axles -- Diesel particulate filter -- Hydrostatic power steering

HYDRAULICS -- Pilot hoe and mechanical loader -controls -- Load sensing, variable flow system -with 43 gpm (162 L/min) axial piston -pump -- 6 micron hydraulic filter -- Caterpillar XT-3 hose -- Hydraulic oil cooler -- Pilot control shutoff switch -- Flow-sharing hydraulic valves -- Hydraulic suction strainer -

ELECTRICAL -- 12 volt electrical start -- Horn, front and rear -- Backup alarm -- Hazard flashers/turn signals -- Halogen head lights (2) -- Halogen rear flood lights (2) -- Stop and tail lights -- Audible system fault alarm -- Key start/stop system -- 850 CCA maintenance free battery -- Battery disconnect switch -- External Power Receptacle (12v) -- Diagnostic ports for engine and -machine Electronic Control Modules

OPERATOR ENVIRONMENT -- Interior rearview mirror -- ROPS canopy, Rear Fenders -- 2-inch (50mm) retractable seat belt -- Tilt steering column -- Steering knob -- Hand and foot throttle -- Automatic Engine Speed Control -- One Touch Low Idle -- Floor mat and Coat Strap -- Lockable storage area -- Air suspension seat -

FLUIDS -- Antifreeze - Extended Life Coolant --20F (-30C)

OTHER STANDARD EQUIPMENT -- Standard Storage Box -- Transport tie-down points -- Ground line fill fuel tank with -42.3 gal (160L) capacity & 5 gal (19L) -diesel exhaust fluid -- Rubber impact strips on radiator -guard -- CD-ROM Parts Manual -- Safety Manual -- Operations and Maintenance Manual -- Lockable hood -- Tire Valve Stem Protection

MACHINE SPECIFICATIONS

420 07A BACKHOE LOADER CFG2	542-7992	\$169,047.31
HRC MACHINE		
LANE 3 - AVAILABLE FROM LEICESTER FACTORY		
ONLY FOR USE WITH: AM-N and PUERTO RICO		
RIDE CONTROL	551-6453	\$0.00
COUPLING,QD,THREADED WITH CAPS	456-3390	\$0.00
THUMB, HYDRAULIC, NO TINE, BHL	282-5409	\$0.00
THUMB, TINE, A 3	221-4283	\$0.00
LINES, COMBINED AUX, E-STICK	548-1231	\$0.00
DISPLAY, SECURITY, ENABLED	573-0397	\$0.00
AUTO-UP STABILIZERS	567-5090	\$0.00
GUARD, STABILIZER	353-1389	\$0.00
MIRRORS, EXTERNAL, BOTH SIDES	382-2499	\$0.00
LINES,HYD CPLR 14FT EXT PILOT	555-2396	\$0.00
PACK, DOMESTIC TRUCK	0P-0210	\$0.00
SHIPPING/STORAGE PROTECTION	461-6839	\$0.00
RUST PREVENTATIVE APPLICATOR	462-1033	\$0.00
CUTTING EDGE, TWO PIECE	9R-5321	\$0.00
INSTRUCTIONS, ANSI	559-0872	\$0.00
SEAT BELT, 3" SUSPENSION	206-1748	\$0.00
STABILIZER PADS, FLIP-OVER	9R-6007	\$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$0.00
LANE 2 ORDER	0P-9002	\$0.00
STICK, EXTENDABLE, 14FT	543-4284	\$0.00
PT, 4WD/2WS AUTOSHIFT	544-0930	\$0.00
ENGINE, 74.5KW, C3.6 DITA, T4F	541-9540	\$0.00
HYDRAULICS, MP, 6FCN/8BNK, ST	542-7774	\$0.00
CAB, DELUXE	544-0883	\$0.00
DISPLAY, STANDARD	545-5047	\$0.00
WORKLIGHTS (8) HALOGEN LAMPS	491-6734	\$0.00
SEAT, DELUXE FABRIC, HEATED	573-4525	\$0.00
AIR CONDITIONER, T4F	542-7810	\$0.00
PRODUCT LINK, CELLULAR, PLE643	560-6797	\$0.00
TIRES, 340 80R18/500 70R24, MX	533-0479	\$0.00
COUNTERWEIGHT, 530 LBS	337-9695	\$0.00
LOADER BUCKET PINS	545-8548	\$0.00
BUCKET-MP, 1.4 YD3, PO	337-7442	\$0.00
COUPLER, PG, HYD.D.LOCK,BHL	485-5303	\$0.00
BATTERY, HEAVY DUTY	516-5913	\$0.00
BUCKET-HD, 12", 2.8 FT3	219-3411	\$0.00
BUCKET-HD, 36", 10.3 FT3	219-3389	\$0.00
BEACON, MAGNETIC MOUNT, STROBE	433-0154	\$0.00

WARRANTY & COVERAGE

Standard Warranty:	12 Months Full Machine
Extended Coverage:	36 MO/1500 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)
CSA	36 Months / 1500 Hours Parts Only

LIST PRICE	\$169,047.31
EXT WARRANTY	Included
CSA	Included
SOURCEWELL DISCOUNT (22%)	-\$37,190.08
MACHINE PREP	\$1,850.00
MACHINE DELIVERY	\$750.00
NET BALANCE DUE	\$134,457.23
SALES TAX (7.75%)	\$10,420.44
AFTER TAX BALANCE	\$144,877.66

OPTIONAL CSA FULL SERVICE AGREEMENT:

3 Years – 1500 Hours with Travel Time and Mileage	\$7,860.00
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F.O.B/TERMS:
Oxnard Machine

Accepted by _____ on _____

Signature

QUOTATION

QUINN LIFT

801 Del Norte Blvd.
Oxnard, CA 93030

PREPARED FOR

Customer: City of Oxnard - Waste Water Treatment
Address: 6001 Perkins RD
Oxnard, CA 93033-9047

REFERENCE

Effective From: Tuesday, January 19, 2021
Effective To: Wednesday, March 31, 2021
Quote #: 498979 Rev#5
Account Manager: Brett Baisden
Direct Phone: 406-396-5222
E-mail: brett.baisden@quinnlift.com

Quinn Lift, Inc. Key Advantages

Let us take care of the forklifts in your business, so you can concentrate on achieving your goals in your operation. We can deliver a full portfolio of products and services to help you because -

1. We can minimize your down time with 5 large parts warehouses supporting our dealership network, focused on next day delivery direct to our customers.
2. We focus on increasing productivity for every customer – with an extensive product range available from one company; we can provide you the best truck to meet your goals.
3. We have a strong focus on operator protection and product damage limitation, built right into the design of the trucks.



GP30N5 - 6,000 lb. Capacity LP Pneumatic Tire Lift Truck

HIGHLIGHTS

Uncompromising Performance

- Powerful GK25 4 Cylinder Engine
 - Maximum Torque 129 ft-lb @ 1600 rpm
 - Maximum Horsepower 61 Hp @ 2700 rpm
 - Throttle by Wire Accelerator (no cable)
 - High Efficiency Aluminum Cylinder Heads
 - Individual High Energy Ignition Coils (no distributor)
 - Low vibration Dynamically Balanced
- Engine Protection System (EPS)
- Fuel saver mode reducing fuel consumption up to 14%
- Cyclone Air Filter
- High efficiency Aluminum Core Radiator
- Robust Powershift Automatic Transmission 1F/1R
- Transmission Oil Cooler
- Hydrostatic Power Steering
- Elevated Air Intake
- Maintenance Free Battery
- Premium long lasting Trelleborg Tires
- 500 Hour Service Intervals

Superior Operator Comfort

- Premium Full Suspension Grammer Seat
- Tilt Steering Column with Memory function
- Isolated (Rubber mounted) Key Components to reduce vibration
- Rubber floor mat





GP30N5 - 6,000 lb. Capacity LP Pneumatic Tire Lift Truck

- Insulated Engine cover
- Convenience tray with clipboard holder
- Separate Brake and Inching Pedals
- Elongated Grab handle Bar
- Open Step with Anti Slip Plate
- Electronic Direction Control
- Premium tires with 3 layers construction for an extra comfortable ride

Added Operator Protection and Awareness

- LED work lights
- Premium LCD/LED Display
- Presence Detection System (PDS)
- Dual Action Parking Brake Handle
- Ground speed control
- Password lock
- Anti-Restart Ignition Key Switch
- Transmission Return to Neutral for Start

KEY FEATURES & BENEFITS

EXCEPTIONAL PERFORMANCE	After years of expertise and leadership in material handling solutions, Cat® lift trucks engineered a game changing powertrain for exceptional performance in the toughest material handling conditions. The GK engine family is the industry's most powerful and respected industrial engine family in its class. The engines delivers outstanding performance while maintaining the highest standards of durability and reliability. With a proven track record for quality and dependability, the rugged PowerShift transmission delivers a remarkable performance optimizing engine power and response.
OPERATOR COMFORT	A forklift's productivity is not only measured by a strong powertrain, but also by its operator comfort and efficiency. This is why Cat® lift trucks designed an ergonomic operator compartment optimizing comfort, visibility and productivity for long and demanding shifts.
PRESENCE DETECTION SYSTEM	The Patented PDS system, standard on all Cat® lift trucks helps ensure that the operator is following the correct operating procedures. Once the operator leaves the seat and does not engage the park brake, the PDS will disengage the transmission and all hydraulic functions to the mast while activating an audible alarm and a flashing visual warning.
ENGINE PROTECTION SYSTEM	The EPS monitors the Engine Coolant Temperature, Transmission Oil Temperature and Engine Oil Pressure. The system issues a warning and cuts back on engine rpm when parameters go out of range. It also monitors the brake fluid level and warns when the level is too low. The EPS also issues periodic maintenance alerts by displaying them on the screen.
PREMIUM LED/LCD DISPLAY	The standard premium LED/LCD display is connected to the monitoring system alerting the operator if one of the systems is not in check. It includes a Speedometer, Hour Meter, Clock, Travel Direction, Low Fuel Indicator or Fuel Gage, Coolant Temperature, Battery Charging Status, Operator Passcode capability and other systems-related indicators & warnings.

CONFIGURATION

CHASSIS	1	6,000 lb. Capacity LP Pneumatic Tire Lift Truck
MAST	1	186.0" MFH / 85.5" OAL / 37.0" FFH Triplex
RATINGS & STANDARDS	1	EPA Compliant
RATINGS & STANDARDS	1	UL Approved
FORKS	1	1.8" X 4.9" X 48" Hook Type - Pallet
POWERTRAIN	1	GK25 2.5L 4 Cylinder Gas and LPG Engine
POWERTRAIN	1	Single Speed Powershift Transmission
CARRIAGE	1	39.5" Wide ITA Class III Hook Type Carriage
SIDESHIFTER	1	39.5" Wide ITA Class III Hang-On Sideshifter
DRIVE & STEER TIRES	1	Solid Pneumatic Single Drive And Steer Tires
LOAD BACKREST	1	48" High Load Backrest
HYDRAULIC ACTIVATION	1	3-Section Valve



GP30N5 - 6,000 lb. Capacity LP Pneumatic Tire Lift Truck

HYDRAULIC HOSEING OPTIONS	1	Single Function Internal Hoseing - Triplex Mast
TILT CYLINDERS	1	Standard Tilt Cylinders
OVERHEAD GUARD	1	Standard Overhead Guard
PRODUCTIVITY OPTIONS	1	Horizontal Tank Bracket
PRODUCTIVITY OPTIONS	1	Premium LCD/LED Display
PRODUCTIVITY OPTIONS	1	Engine Protection System
PRODUCTIVITY OPTIONS	1	Separate Brake & Inching Pedals
PRODUCTIVITY OPTIONS	1	Ground Speed Control
PRODUCTIVITY OPTIONS	1	Fuel Saver Mode
SPECIAL APPLICATIONS OPTIONS	1	Aluminum Core Corrugated Fin Radiator
SPECIAL APPLICATIONS OPTIONS	1	Presence Detection System
SPECIAL APPLICATIONS OPTIONS	1	Heavy Duty Counterweight Grill
WARNING / LIGHT OPTIONS	1	Two Forward LED Working Lights On OHG
WARNING / LIGHT OPTIONS	1	Electronic Back-up Alarm
WARNING / LIGHT OPTIONS	1	Rear LED Stop/Tail/Back-up Combination Lights
WARNING / LIGHT OPTIONS	1	Amber Strobe Light - Mounted Below OHG
SEAT	1	Full Suspension Vinyl Seat
ACCESSORIES	1	Orange Seat Belt
ACCESSORIES	1	Rubber Floor Mat
ACCESSORIES	1	Operator Convenience Tray With Clipboard Holder
LP TANK	1	Steel LP Tank, Horizontal Fill - 43.5#
LANGUAGE MARKINGS	1	English Language Markings North/South America

GP30N5 INVESTMENT SUMMARY

QTY	DESCRIPTION	LIST PRICE	EXTENDED PRICE	ACCEPTED
1	CAT 6,000 lb. Capacity LP Pneumatic Tire Lift Truck	\$42,965.00	\$42,965.00	
	QUINN DISCOUNT	(\$6,593.00)	(\$6,593.00)	
	NJPA/SOURCEWELL DISCOUNT	(\$3,508.00)	(\$3,508.00)	
	SALES TAX @ 7.75% (BASED OFF \$32864.00)	2,546.96	2,546.96	
	CA TIRE FEE	7.00	7.00	
SPECIFIED INVESTMENT TOTAL:			\$35,417.96	

GP30N5 WARRANTY

GP30N5	Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain
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ACCEPTANCE AS CONTRACT OF SALE

Authorized agent understands and agrees to the Terms and Conditions as included with this Quote

City of Oxnard - Waste Water Treatment

Quinn Lift, Inc.

Authorized Agent Signature

Authorized Agent Signature

Date Signed

Date Signed

Printed name

Brett Baisden

Printed name

Title/Position

Sales Rep

Title/Position

Customer Purchase Order Number

Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.

Terms: Net Due Upon Delivery or Finance

All prices quoted subject to applicable taxes, availability, and change without notice.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8

DATE: March 2, 2021

TO: City Council

FROM: Eden Alomeri, Billing and Licensing Director, (805) 385-7811, eden.alomeri@oxnard.org

SUBJECT: Third Amendment to Agreement for Utility Bill and Business Tax Form Printing, Inserting and Mailing Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Third Amendment to the Agreement with InfoSend, Inc. for utility bill and business tax form printing, inserting and mailing services (No. A-7828) to extend the term for one year to June 30, 2022, and increase the amount by \$318,000 for a total amount not to exceed \$2,140,423.

BACKGROUND

InfoSend, Inc. is a California-based corporation that handles the printing, inserting and mailing of the City's utility bills, business tax renewals and notices. Utility bills and past due notices are mailed daily, Monday to Thursday to approximately 45,000 customers each month. Business tax renewals are mailed once a month to approximately 2,000 businesses. The current agreement was awarded to InfoSend after a request for proposals (RFP) process was conducted in July 2015. The agreement was amended on June 2, 2020, and will expire on June 30, 2021. InfoSend, Inc. agreed to extend the agreement for one year and keep the cost of services unchanged throughout the duration of the amendment.

DISCUSSION

InfoSend, Inc. is one of the largest printing facilities that services many agencies in California. Some of their customers include the cities of Ventura, Pasadena, San Bernardino and Carlsbad. It is helpful to know that they currently have 93 clients using the Tyler Technology software. They maintain a high level of security not only for their facilities, but for their information system as well. They are PCI level 1 audited and certified. Due to the large volume of mail leaving their facility and their adherence to strict procedural protocols, USPS assigned their location as a detached mail unit. There is a USPS facility on site that checks each mail piece before leaving the building for barcode and CASS certification. This ensures faster delivery because our mail is processed ahead of other unverified mail at the distribution center. The certification also qualifies each mail to a postage discount of \$.003 per piece. InfoSend passes this discount to the city.

This amendment will extend the expiration date of the agreement from June 30, 2021, to June 30, 2022. Next year, staff will put out a new RFP.

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:

Objective 2c. Create a standardized template to present financial and other data to the general public.

FINANCIAL IMPACT

The annual cost of printing utility bills of \$69,000 and postage cost of \$228,000 will be included in the proposed FY 21-22 budget for fund 725-1211. The annual cost of business tax form mailing and printing of \$21,000 will be included in the proposed FY 21-22 budget for Fund 101-1203.

This amendment will increase the amount of the second amendment by \$318,000 for one year resulting in a total contract amount of \$2,140,423.

COMMITTEE OUTCOME

This item did not originate in committee.

Prepared by: Eden Alomeri, Billing and Licensing Director

ATTACHMENTS

1. A-7828 Third Amendment.InfoSend
2. A-7828 Second Amendment
3. A-7828 First Amendment
4. A-7828 Agreement

THIRD AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This (“Third Amendment”) to the Agreement for Trade Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of March, 2021, by and between the City of Oxnard, a municipal corporation (“City”), and InfoSend, Inc. (“Vendor”). This Third Amendment amends the Agreement entered into on October 13, 2015, by City and InfoSend, Inc.. The Agreement previously has been amended on June 12, 2018, by a First Amendment, and on June 2, 2020, by a Second Amendment.

City and InfoSend, Inc. agree as follows:

1. In Section 3, the date “June 30, 2021” is deleted and replaced by the date June 30, 2022”.
2. At City’s option, this Agreement may be renewed for an additional period of twelve (12) months after June 30, 2022.
3. In Section 4, the amount set forth is increased from \$1,822,423 to \$2,140,423.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

INFOSEND, INC.

☐ _____ John C. Zaragoza, Mayor¹ _____ Date
☐ _____ Alexander Nguyen, City Manager
☐ _____ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

Russ Rezai, President _____ Date

Mahmood Rezai, CEO _____ Date

ATTEST:

Rose Chaparro, City Clerk _____ Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 2nd day of June, 2020, by and between the City of Oxnard, municipal corporation ("City"), and Infosend, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on June 12, 2018, by City and Infosend, Inc.

City and Infosend, Inc. agree as follows:

1. In Section 3, the date "June 30, 2020" is deleted and replaced by the date "June 30, 2021".
2. At City's option, this agreement may be renewed for an additional period of twelve (12) months after June 30, 2021.
3. In Section 4, the amount set forth is increased from \$1,523,923 to \$1,822,423.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Second Amendment to to Agreement for Trade Services



Agreement No. A-7828

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

CITY OF OXNARD

Tim Flynn
Tim Flynn, Mayor

6/2/20
Date

VENDOR/CONTRACTOR/CONSULTANT

Russ Rezai 5-15-2020
Russ Rezai, President Date

ATTEST:

Michelle Ascencion
Michelle Ascencion, City Clerk

6/2/20
Date

Mahmood Rezai 5-15-2020
Mahmood Rezai, CEO Date

APPROVED AS TO FORM:

Stephen M. Fischer
Stephen M. Fischer, City Attorney

6/2/2020
Date

APPROVED AS TO CONTENT:

Eden Alomeri
Eden Alomeri, Project Manager

5/14/2020
Date

APPROVED AS TO AMOUNT:

N/A
Alexander Nguyen, City Manager

Date

APPROVED AS TO INSURANCE:

Mike More
Mike More, Risk Manager

6/2/20
Date

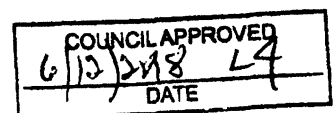
FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of June, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Infosend, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on October 13, 2015, by City and Infosend, Inc.

City and Infosend, Inc. agree as follows:

1. In Section 3, the date "June 30, 2018" is deleted and replaced by the date "June 30, 2020".
2. At City's option, this agreement may be renewed for an additional period of twelve (12) months after June 30, 2020.
3. In Section 4, the amount set forth is increased from \$926,923 to \$1,523,923.
4. In Exhibit B Scope of Services, add under Printing:
 14. All document types will be produced on the Ricoh VC 60000 high-capacity inkjet printer (replacing production of notices produced on the Xerox laser printers)
5. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]



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

CITY OF OXNARD

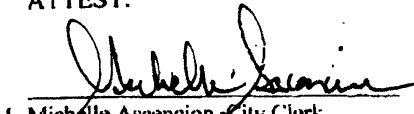
VENDOR/CONTRACTOR/CONSULTANT



Tim Flynn, Mayor Date 6/12/18

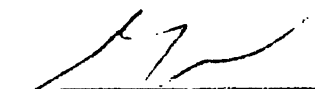
Russ Rezai, Chief Operating Officer Date

ATTEST:



Michelle Ascencion, City Clerk Date 6/12/18

APPROVED AS TO FORM:

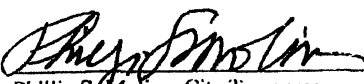


Stephen M. Fischer, City Attorney Date 6/6/18

APPROVED AS TO CONTENT:

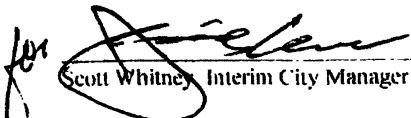


Eden Alomeri, Project Manager Date 6/6/18



Phillip S. Molina, City Treasurer Date 6/6/18

APPROVED AS TO AMOUNT:


for _____
Scott Whitney, Interim City Manager Date 12 June 2018

APPROVED AS TO INSURANCE:



Mike More, Risk Manager Date 6/8/18

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

PLEASE DO NOT
REMOVE THIS BOX

Agreement No. A-7828

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

CITY OF OXNARD

VENDOR/CONTRACTOR/CONSULTANT

Tim Flynn, Mayor Date

Russ Rezai, President Date 6/8/18

Roxana Weil, EVP Date 6-8-2018

ATTEST:

Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

Eden Alomeri, Project Manager Date

Phillip S. Molina, City Treasurer Date

APPROVED AS TO AMOUNT:

for _____
Scott Whitney, Interim City Manager Date 12 June 2018

APPROVED AS TO INSURANCE:

Mike More, Risk Manager Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC:
or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

PLEASE DO NOT
REMOVE THIS BOX

**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/15)**

THIS AGREEMENT for Utility Bill and Business Tax form Printing, Inserting and Mailing Services ("this Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of October, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and InfoSend, Inc. ("Vendor"), subject to the following terms and conditions:

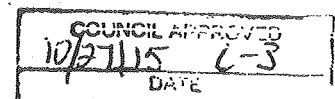
1. Vendor shall provide to City the following services:
See Exhibit B

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below according to the following schedule: Monday through Friday, except holidays observed by City. Vendor shall be excused for delays resulting from causes beyond the control of the Vendor.

3. This Agreement shall begin on July 1, 2015, and shall end on June 30, 2018. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor an amount not to exceed \$926,923 for the Services performed during the term of this Agreement. 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. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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, its employees, subcontractors, agents and sub-vendors. 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.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit A. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.92 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, and each July 1 thereafter.



according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, 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.

6. a. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, 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 are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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 Indemnified Party 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 the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified

Party, 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 the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

7. 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 work is being performed.

8. a. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in Exhibit INS-D, attached hereto and incorporated herein by reference, 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 coverages.

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-D.

c. 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 evidence of renewal may be considered a material breach of this Agreement.

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. 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.

12. This Agreement may be amended only by a written document signed by both City and Vendor.

13. Any notices to Vendor may be delivered personally or by mail addressed to: InfoSend, Inc., 4240 E La Palma Avenue, Anaheim CA 92807. Any notices to City may be

delivered personally or by mail addressed to: City of Oxnard, Utility Billing, 214 South C Street, Oxnard CA 93030.

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

15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

CITY OF OXNARD



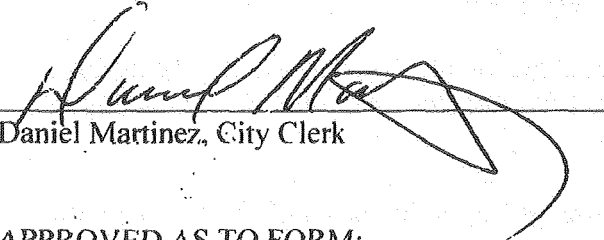
Tim Flynn, Mayor

INFOSEND, INC.



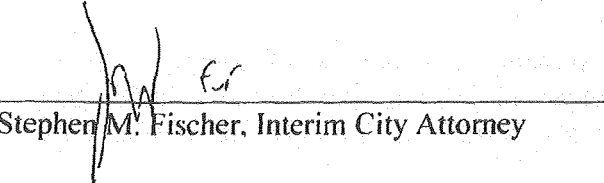
Russ Rezai, Chief Operating Officer

ATTEST:



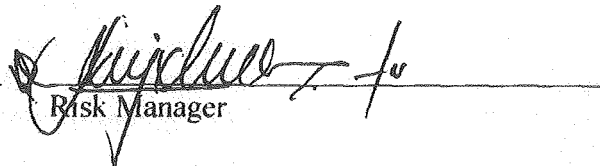
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



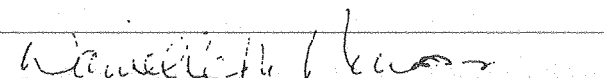
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:



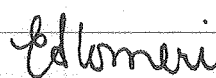
Risk Manager

APPROVED AS TO CONTENT:



Danielle Navas, City Treasurer

APPROVED AS TO CONTENT:



Eden Alomeri, Project Manager

delivered personally or by mail addressed to: City of Oxnard, Utility Billing, 214 South C Street, Oxnard CA 93030.

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

15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

CITY OF OXNARD

INFOSEND, INC.

Tim Flynn, Mayor


Russ Rezai, Chief Operating Officer

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

Risk Manager

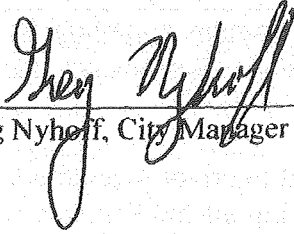
APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Danielle Navas, City Treasurer

Eden Alomeri, Project Manager

APPROVED AS TO AMOUNT:



Greg Nyhoff, City Manager

EXHIBIT A

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or 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 (Contractor or 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 (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or 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. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2015**

5. 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 **\$14.92 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2016, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.** In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

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

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

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

EXHIBIT B

Scope of Services

1. Vendor is a "Full Service" vendor capable of providing all services requested with no subcontracting of any portions of the projects, including presorting, artwork, programming, etc.
2. Vendor has a backup plan for disaster recovery and business continuity.
3. Vendors production facility, where forms will be printed and mailed, is located within the State of California.
4. Vendor is responsible for procuring and warehousing forms and envelopes in anticipation of printing needs at no cost.
5. Vendor will allow City representatives to view the production facility before selection of final vendor and/or during production of statements after the contract is awarded. This includes the possibility of a test run of a full file of bills with a City representative at the vendor's production facility.
6. Vendor has the capability to allow search and view of sample statements before and after mailing.
7. All work shall be done at a location that provides security and supervision from start to finish, including a well-defined quality control assurance program.
8. Vendor has the ability to handle a high-volume production on a daily basis.
9. All functions must be handled start to finish on the same premise, including inhouse presorting.
10. Bill to the City will include at minimum the following information presented on a monthly invoice:
 - a. Detailed cost of print, fold, insert, meter, sort of regular bills.
 - b. Detailed cost of print, fold, insert, meter, sort of delinquent notices.
 - c. Detailed cost of print, fold, insert, meter, sort of final accounts: 1st notices.
 - d. Detailed cost of print, fold, insert, meter, sort of final accounts: 2nd notices.
 - b. Detailed cost of print, fold, insert, meter, sort of business tax certificate renewal notices.
 - c. Detailed cost of print, fold, insert, meter, sort of business tax certificate delinquent notices.
 - d. Detailed cost of print, fold, insert, meter, sort of business tax certificate final notices.
 - e. Detailed cost of print, fold, insert, meter, sort of business tax certificates.
 - f. Cost of householding certain statements.
 - g. Detailed cost of print, fold, insert of additional materials handled such as inserts.
 - h. Postage
 - i. Other charges

Printing

1. Vendor is able to print same or better level of detail as current forms.
2. Vendor is able to print variable data in black, black plus one spot color, black plus multiple spot colors, or in full color (CMYK).
3. Vendor has ability to MICR/OCR laser print.
4. Vendor is capable of providing a graphical presentation of the water consumption data comparing usage for the last two 12-month periods.
5. Vendor is capable of printing standard 3 of 9 barcoding.
6. Vendor has multiple page and selective inserting capabilities (at least 5 inserts).
7. Vendor is able to laser image onto cut sheet paper.
8. Vendor is able to print in color advertisement on pre-designated area of the statement.
9. Vendor is able to print in color messages on predesignated area of the statement.
10. Vendor is able to print on the back of utility bill the instructions on how to pay at 7-Eleven including the logos and barcode compatible with the 7-Eleven store system.
11. Imaging resolution used in printing is 600 DPI or better.
12. Vendor is able to preprint forms, envelopes, and fliers (if necessary).
13. Vendor is able to warehouse preprinted forms (if necessary) in climate controlled facility for use at specified time.

Mailing

1. Vendor is able to mail daily (4 days per week) runs of approximately 3,000 per day and twice this quantity two times per month.
2. Vendor is able to mail monthly runs of approximately 875 business tax certificates and 1,210 business tax certificate renewal notices.
3. Turnaround: vendor is able to guarantee next-day printing and delivery to bulk mail center if file is delivered and approved by 5 PM.
4. Vendor has capability to CASS/PAVE/NCOA certify mail piece to obtain the lowest possible postage rate.
5. Vendor will mail via presort First Class mail to maximize postal discount.
6. Vendor is able to sort to the carrier route level.
7. Vendor will use the USPS full service Intelligent Mail Barcode for all outgoing mail pieces. Vendor must pass on \$0.003 discount per mail piece applied by the USPS for all full service IMB barcoded mail pieces.

8. Vendor will presort to conform to latest USPS notification.
9. Vendor will include zip+4 barcoding on all outgoing mail.
10. Vendor is able to provide proof of delivery to the USPS on an as requested basis.
11. Vendor will pre-pay for postage on agency's behalf and bill agency for actual postage used on a monthly basis.
12. There will be one utility bill, one return envelope and at least one insert (if any) per envelope.
13. There will be one business tax certificate renewal notice, one return envelope and at least one insert (if any) per envelope.
14. There will be one business tax certificate per envelope.
15. Multiple statements to the same owner and mailing address will be matched and handinserted in the appropriate size envelope, metered first-class separately, and delivered to the USPS at the same time as other bills are delivered.
16. City of Oxnard utility bills will be sorted separately and delivered via courier to the City designated person/location.
17. Certain business tax certificates (under a predefined code) will be sorted separately and delivered via e-mail in Pdf format to the City-designated person/location.

Inserting

1. Vendor is able to print inserts and meet the following requirements:
 - a. Average Quantity: 40,000 Utility Bills and 2,085 Business Tax forms per month
 - b. Frequency: Minimum of one insert per mail piece.
 - c. Artwork: CRA
 - d. Halftones: One per insert (optional)
 - e. Fold: To fit #10 envelope
 - f. Pricing: Per thousand
2. Vendor is able to receive and accept for mailing drop-shipped inserts.
3. Vendor is able to accept inserts of different weight of paper, paper size and type of fold, etc.

Technology/Hardware

1. Vendor has ability to accept upgrades to current customer billing system
2. Vendor will provide a password secure/secure directory.
3. Vendor will provide one password per customer, vendor controlled—no unauthorized access.
4. Vendor will provide an emergency backup plan for production and has the ability to duplicate all machinery to avoid an out of service situation.

5. At a minimum, vendor is capable of accepting, receiving data during 24 hours in the following methods:

- a. Electronic
- b. CD and/or Flash Drive
- c. Asynchronous transmission

6. Vendor has the capability to distinguish unique types of bills and business tax forms and use the appropriate color ink assigned to each type of forms:

Regular Bill

Regular Delinquent

1st Final Notice

2nd Final Notice

Business Tax Certificate Renewal Notices

Business Tax Certificate Delinquent Notices

Business Tax Certificate Final Notices

Business Tax Certificates

7. Vendor is able to perform Intelligent/Selective inserting based on unique type or other parameters provided in the data. Types might include but are not limited to the following examples:

- a. Cycle/Route
- b. Customer type (residential/commercial)
- c. Zip Code
- d. Business Classification Code
- e. Business Rate Code

8. Vendor has the ability to archive the data for viewing bills on-line or for use at a later time, if needed.

Additional Services

- 1. Vendor is capable of archiving bills for viewing and approval prior to sending file to production.
- 2. Vendor is capable of archiving bills for viewing bills on-line.
- 3. Vendor will serve as a resource expert regarding USPS postal regulations.
- 4. Vendor will serve as a resource for solution-based recommendations regarding technological change(s).
- 5. Vendor has Scanner/imaging capability.

Artwork

All artwork, layouts, plates, negatives, proofs, and all data discs, i.e., CD, DVD, etc., will become property of the City of Oxnard.

Scope of Services – Confidential Information

All information printed on the bills shall be considered private and confidential, including test files and sample documents provided during the RFP process.

Security, Compliance and Disaster Recovery

1. Vendor is "Red Flag Rules" compliant per the Fair and Accurate Credit Transactions Act of 2003 (FACTA).
2. Vendor is PCI Level 1 Certified. Vendor will provide most recent PCI certificate in the response.
3. Vendor has a comprehensive Information Security policy and complete set of procedures. Vendor will provide details on policies and procedures in the response.
4. Vendor has a disaster recovery plan to process Agency billing if the main facility becomes inoperable. Provide locations and information about all disaster recovery facilities.
5. Vendor owns and operates at least one disaster recovery facility that must be located in a geographically diverse location from the main production site.
6. The vendor allows periodic site visits by Agency personnel.
7. The vendor has a backup generator at its California facility capable of generating enough power to run all production equipment in case the power grid goes down.

Customer Support

1. Vendor provides unlimited customer support to agency personnel during vendor's business hours.
2. Vendor provides procedures for after-hours support.
3. Vendors company holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day Observed.
4. Vendor will provide contact points for customer service.
5. Vendor will provide a dedicated project manager for implementation and ongoing customer support after project go-live.
6. Vendor will provide weekly status updates during all project implementations.

File Transfer and Data Processing

1. Vendor has the ability to accept daily files using an HTTPS upload or a standard FTP or SFTP transmission with PGP encryption support. Agency must be able to log into the Vendor's server and transmit the files 24/7.

2. Vendor is able to accept Agency files in their current format as Agency may be unable to change the file format without manual intervention and/or a modification to their system. Vendor must be able to handle: Data files are flat files (ASCII), PDF files, CSV files, TXT files, PRN files, etc.

3. The vendor will provide a web-based interface to: Track the status of job types through the production process

View reports

Manage inserts

Process exception or special handling of documents

Manage ad hoc messages displayed on job output

Upload test files

Contact vendor customer service

4. Vendor will provide agency the ability to view and approve sample forms online before they are printed and mailed. Included with the samples must be a summary of the total counts of printed forms, suppressed bills, and a count of any inserts included with the batch.

5. Vendor has the capability to suppress the printing of forms and/or envelopes for certain customers, based on agency requirements. Suppression could be on a one-time or ongoing basis.

6. Vendor is able to produce agency form in the current format, propose a new form format and/or provide a form re-design included in the implementation.

7. Vendor is capable of producing remittance compatible with Motorola DS9208 Barcode Scanner: DS9208-DL00004NNWW

8. Vendor has the capability to print:

a. Intelligent bill messages based on customer type

b. Logos

c. Usage history graphs comparing water consumption of the last two 12-month periods

d. Multiple page bills as needed

9. Vendor is capable of presorting documents and including an intelligent mail barcode (IMB).

10. Vendor will provide an interface that will allow agency to update requirements for form messages and form inserts on an ad-hoc basis. Interface must allow agency to include/exclude inserts and messages based on agency requirements including customer type, account number, or other parameter within the data file.

11. Vendor has in place and will provide as part of the response a comprehensive Quality Control plan for ensuring the data, printing and mailing is error free.

12. Vendor will provide a process of "pulling" a form from the live production file. Vendor must indicate in the response whether fees apply.

13. Vendor has printing equipment that can print variable data in black or in full color and explain how redundancy is achieved in the event of equipment failure at the facility.

14. Vendor has mailing equipment that can keep track of mail piece sequencing to prevent mailing errors and explain how redundancy is achieved in the event of equipment failure at the

facility.

15. Vendor has procedures for ensuring that the file transmissions are completed successfully. Vendor must provide in the response details on what happens if a file transfer errors.

16. Vendor has the ability to provide an exception handling service to allow Agency to divert individual forms from the main batch based on business rules or a flag in the data file. The exceptions must be viewable in a web portal to allow Agency to individually approve or reject them for printing and mailing.

Materials

1. Vendor will support the following paper stock: 8.5" x 11", 24# with a micro perforation and 8.5" x 11, 24# without perforation.

2. Vendor is able to provide:

- a. A double window #10 mailing envelope, 24# white paper stock
- b. A single window #9 security return envelope, 24# white paper stock
- c. Single window #10 envelope, 24# white paper stock
- d. #9 no window security return envelope, 24# white paper stock
- e. Above various sized envelopes in 30% post consumer recycled
- f. Eco-envelopes or reusable envelopes

3. Vendor will provide the ability to print inserts, newsletters or other notices to be included with regular mailings.

4. Vendor agrees to receive shipments of inserts and store/warehouse all forms and envelopes used to process agency forms.

5. Vendor is able to dynamically print content after the statement page as additional pages. This optional process would allow the Agency to eliminate preprinted materials such as inserts and have them produced as part of the bill package.

Archived Documents

1. Vendor is able to archive as PDF files of document images. PDF images must be available on the same day that data files are processed.

2. Vendor will supply an online interface to agency to view the document images produced. Vendor will provide details about the interface capabilities.

Screen shots of the interface

Search capability

Print capability

Process for viewing archived bill images

Process for emailing archived bill images to specific customer email addresses

3. Vendor is capable of indexing at least 5 data fields for searching via online interface.

4. Vendor is able to store document images for 36 months.

5. Vendor is capable of taking static PDF images from the Agency of inserts, notifications or

newsletters and including them with the form image that is archived.

Reporting

1. Vendor will provide an email confirming receipt of file transmission for data processing.

2. Vendor will provide daily production confirmation reports. This report will contain the following details, at a minimum:

Number of forms received for processing

Number of forms printed

Number of suppressions

Postage presort breakdown including actual rates

Inserts used and insert counts

Total \$ value of bills contained in data file

3. Vendor will provide an NCOA or ACS Move update report that includes customer name, account number, previous address, updated (new) address.

InfoSend eBusiness

Client may select one or more of InfoSend's Primary Services from the list below. Optional Service Features can be turned on or off at any time without incurring a termination fee when turned off.

Vendor can provide eBusiness services (the "eBusiness Services") to the City as described and priced below. These services can include presenting bills online and/or accepting payment transaction information to facilitate ACH and/or credit card payments.

Online BillPay (EBPP)

- Fully featured EBPP service (Electronic Bill Presentment and Payment).
- Customers self-enroll for the service and create a username and password to securely access their eBills and make payments.
- Multiple payment options include checking/savings account (ACH), and credit/debit cards.
- Payment accounts are stored as a Payment Profile for easy repetitive use.
- Go Green! Eliminate paper bills and reduce the fuel used to deliver them with paperless billing.
- Customers can view their eBills and view the account balance before making a payment.
- Customer-activated AutoPay and other features.

CSRPAY

- This service can be purchased as an optional addition to one of the above services.
- This service gives your CSRs the ability to take live payments over the phone or in person.

Standard Offering - Detailed List of Features

Feature	Feature Description – EBPP and QuickPay
No Hardware or IT Costs	Use of Software as a service (SaaS) model and allow InfoSend to host City's billing portal to realize cost savings on Day 1.
Secure Communications and Infrastructure	Utilizing industry best 3 tier architecture and 128-bit SSL encryption for all web traffic for City and customers' protection.
PCI-DSS Certified	Level 1 PCI Certified platform (the strongest designation possible), taking your systems and personnel out of PCI scope.
Branded Portal	Vendor will add City's logo, colors and information for a "branded" look and feel.
Billing Cycle File Data Processing	InfoSend will process your billing cycle output to parse accounts and amounts due for customer access online.
Daily New Account and Account Balance Processing	Vendor will process a daily export of your account list and their balances (if biller system capable). This allows customers to pay as soon as possible and to present most recent balance at all times. No need to "wait" for next billing cycle to collect funds online from new customers.
One-Time Payments	Ability for customer to make one-time payment on their account with payment methods of your choice (ACH, CC).
Payment "tokenization"	Customer's sensitive payment information (card or routing numbers) will not be stored by City or Vendor. Vendor passes sensitive information to bank/processor and only stores a "token" in return, an extremely secure practice.
Payment Reporting and Transfer	Vendor standard delimited file for import into your billing system and transferred securely by desired method: secure FTP, secure portal download. Custom file format available for additional charges.
Archived Payment History	Archived payment history stored for your reference up to 18 months.
Customer Self-Enrollment	Customer ability to "enroll" for the online service
Username & Password	Customers pick a username and password to login and pay one or many accounts. Complete self-administration with "forgot username or pass" functionality.
Email Notifications	Ability for customer to receive system-generated emails for certain events: new bill, payment confirmation, payment failure (ACH return), and more.
Presentment of Bills	Vendor will process monthly output and present copies

Feature	Feature Description – EBPP and QuickPay
	of bills online for customers to view full detail.
"Push" eBill	Ability to "push" bill via email to customer.
Bill History	Customers will have access to 18 calendar months of bill history, starting from enrollment date forward.
Paperless Billing	Customer ability to choose paperless billing. Bills are excluded automatically from print file. Otherwise, paperless status reports are shared on a daily basis.
Customer Stored Payment Profiles	Ability for customer to store payment account on file for quick, three-click one-time payments or automatic payments.
Recurring Payments (AutoPay)	Ability for customer to self-enroll. Vendor to schedule automatic payments from chosen payment account each billing cycle for the amount due.
Payment Summary Report	Human readable summary report of accounts, pay methods and total amounts received by the online portal.
User "Subscription" Report	A daily, weekly or monthly report giving City full demographic data on your customers: email address, paperless preference and AutoPay setting.
ACH Return Report	Receive notification as soon as an ACH return is reported, allowing City to monitor potential delinquencies.
Full-Featured Customer Service Portal (CSR Portal)	CSR access to a full-featured portal for doing payment and billing research, as well as support customer configurations on their behalf: issue reset passwords, modify paperless and AutoPay preferences, resend eBills, add or remove payment profiles
Two-way, Secure Customer Service Communication Tool	Ability for customers to submit requests securely via the user portal to the CSR portal. Ability for the CSR to reply securely, and "close" the request when resolved. Communications are archived forever as reference.

COST SECTION

I. Project Cost: Data Processing, Printing, and Mailing for Utility Billing

Provide a cost proposal for print and mail development, implementation, and ongoing maintenance. This section adhere to the provided table form. Identify all costs to be billed to the project, including out-of-pocket expenses such as travel and office support.

Initial and Ongoing Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing, and implementation.	\$ 0.000	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	\$ 160.00	Per Hour

Cost of Materials		
White Paper Stock Cost 8.5x11", white 24 pound paper stock. Vendor must be able to provide a micro-perforation on all 1-page statements and on the first page of each multiple page set. The additional pages of the multiple page sets must not have a perforation. The paper cost charged to City of Oxnard for all pages must be the same for simplicity sake.	\$ 0.015	Per Sheet
Blank Outgoing Envelope Cost Double window #10 envelope with security tint. Double window #10 envelope with security tint (30% post consumer recycled). Eco-envelope or reusable.	\$ 0.015	Per Envelope
	\$ 0.020	Per Envelope
	\$ 0.039	Per Envelope
Blank Return Envelope Cost Single window #9 envelope with security tint. Single window #9 envelope with security tint (30% post consumer recycled).	\$ 0.014	Per Envelope
	\$ 0.017	Per Envelope
Flat Envelope Cost Applies only to multi-page bills that do not fit in the standard double window #10 envelope.	\$ 0.160	Per Envelope

Service Fees		
Existing Format: Per Page Utility Bill and Delinquent Notice Service Fee (excluding materials) approx. 50,000 per month Includes file transmission, data processing, duplex black plus blue printing of variable data, mail preparation (folding, inserting a 1-page bill and the return envelope into an outgoing envelope), and delivery to the USPS. Additional pages priced at the same service fee. Vendors must price this option out.	\$ 0.050	Per Page
Alternate Utility Bill and Delinquent Notice Format A: Same as Existing Format, Except:	\$ 0.058	Per Page

Duplex black plus two spot colors of AGENCY's choosing . Vendors can optionally quote this alternative format to give AGENCY the ability to highlight key data in colors other than black. The additional colors that will be used will be setup during implementation and stay constant until AGENCY requests a change. If you cannot provide this format type "Not Available" in the price area.		
Alternate Utility Bill and Delinquent Notice Format B: Same as Existing Format, Except: Duplex full color (CMYK) printing of variable data. Vendors can optionally quote this alternative format to give AGENCY the ability to create a fully dynamic bill design that can support multiple colors and the dynamic printing of logos and photos in full color. If you cannot provide this format type "Not Available" in the price area.	\$ 0.068	Per Page
Handwork Fee For householding when there are too many pages to be inserted by machine. For example if multiple bills are grouped together into one envelope or box to reduce the average per page postage amount. These high page count sets can either be inserted into a #10 envelope, flat 9x12" envelope or a box.	\$ Waived \$ 0.350 \$ 0.350	Per #10 Package Per Flat Envelope Per Box
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	\$ 0.010	Per Additional Insert
Optional Move Update Service Fees NCOALink or ACS service.	\$ 0.350	Per Reported Change
Optional Archive Fee be stored in PDF format for 24 months. Images must	\$ 0.017	Per Archived PDF

II. Project Cost: Data Processing, Printing, and Mailing for Business Tax Forms

Initial and Ongoing Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing, and implementation.	\$ 0.000	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	\$ 160.00	Per Hour
Cost of Materials		
White Paper Stock Cost 8.5x11", white 24 pound paper stock, no perforation. The paper cost charged to City of Oxnard for all pages must be the same for simplicity sake.	\$ 0.015	Per Sheet
Business License #10 Custom Envelope Single Window Outgoing – Est Volume 875/month. These envelopes include City Logo on the upper left hand corner with a clear film. Single window #10 envelope with a clear film.	\$ 0.050	Per Envelope
Single window #10 envelope with a clear film (30% post consumer recycled).	\$ 0.060	Per Envelope
Eco-envelope or reusable.	\$ N/A	Per Envelope

Business License Alternate #10 Custom Envelope Single Window Outgoing – Est Volume 1,210/month “Business Tax Certificate Renewal Enclosed – Open Immediately” printed on front of #10 envelope. These envelopes include City Logo on the upper left hand corner with a clear film. Single window #10 envelope with clear film.	\$ 0.050	Per Envelope
Single window #10 envelope with a clear film (30% post consumer recycled).	\$ 0.060	Per Envelope
Eco-envelope or reusable.	\$ N/A	Per Envelope
Business License #9 Custom Courtesy Reply Envelope – Est Volume 1,210/month These envelopes include City Logo on the upper left hand corner with the City’s return address. #9 envelope (30% post consumer recycled).	\$ 0.045 \$ 0.055	Per Envelope Per Envelope
Flat Envelope Cost Applies only to multi-page forms that do not fit in the standard double window #10 envelope.	\$ 0.160	Per Envelope

Service Fees		
Business Tax Certificate – Est Volume 875/month Price includes black ink and blue simplex printing from Postscript file	\$ 0.110	Per Page
Business Tax Certificate Renewal Notices – Est Volume 860/month & Business Tax Certificate Delinquent Notices – Est Volume 225/month Price includes black ink duplex printing from a Postscript file. Mail pieces normally have 2 pages. Price is per page	\$ 0.110 \$ 0.110	Per Page Per Page
Business Tax Certificate Final Notices – Est Volume 125/month Price includes black ink simplex printing from a Postscript file	\$ 0.110	Per Page
Handwork Fee For householding when there are too many pages to be inserted by machine. For example if multiple forms are grouped together into one envelope or box to reduce the average per page postage amount. These high page count sets can be inserted into a #10 envelope or flat 9x12” envelope.	\$ Waived \$ 0.350	Per #10 Package Per Flat Envelope
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	\$ 0.010	Per Additional Insert
Optional Move Update Service Fees NCOALink or ACS service.	\$ 0.350	Per Reported Change

III. Project Cost: Optional Electronic Bill Presentment and Payment

Provide a cost proposal for EBPP development, implementation, and ongoing maintenance. This section should be in table form, with costs for each task, each key area of focus, total project implementation cost, and ongoing post-production maintenance costs for EBPP. The matrix should include the name of the project team member and hourly rate for task. Identify all costs to be billed to the project, including out-of-pocket expenses such as travel and office support. **YOU MUST USE THE FOLLOWING MATRIX TABLE AND FILL IT OUT COMPLETELY. YOU MUST LIST YOUR VENDOR PAYMENT PROCESSING CHARGES AND PAYMENT PROCESSOR CHARGES SEPARATELY ON THE APPROPRIATE LINES.**

If the Cost Proposal includes hosting, these costs should be clearly stated and separate from development costs.

Also provide an estimate summary of the total cost for implementation and maintenance of the "future phases" section of the scope of work. Please use the following exact cost matrix for pricing out your EBPP bid:

EBPP Item or Function	Cost	Description/ Explanation
Set Up & Implementation: EBPP portal and payment configuration	\$ 1,000,000	One time cost
Option One: Price to Load all AGENCY bills into system and store for 24 months	\$ 0.014	Per eBill
Price charged per enrolled customer per month	\$ Waived	
Price charged to send bill to AGENCY customer via email	\$ Waived	
Price per payment initiated via the EBPP system	\$ 0.030	To Paymentus
Monthly Maintenance/Support Costs	\$ 100.00	
Programming charges per hour	\$ 160.00	
Other (explain in 3 rd column)	\$ TBD	If payments are initiated to a payment company other than Paymentus then a higher payment initiation fee may apply.
Other (explain in 3 rd column)	\$	
Other (explain in 3 rd column)	\$	

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

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc



CERTIFICATE OF LIABILITY INSURANCE

INFOS-1 OP ID: KO

DATE (MM/DD/YYYY)
06/07/2016

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

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

PRODUCER Friedmann & Friedmann Inc Svcs CA License #0789373 3800 Westerly Place Suite 100 Newport Beach, CA 92660 Kevin K. O'Connor	CONTACT NAME: Kevin K. O'Connor PHONE (A/C No. Ext): 949-263-8000 FAX (A/C No.): 949-263-8009 E-MAIL ADDRESS: Kevino@fandfins.com
INSURED INFOSEND, Inc. 4240 E. La Palma Ave Anaheim, CA 92807	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Axis Surplus Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

TYPE OF INSURANCE	ADDL. BUREAU (IND. HOV.)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	☒	36031149	02/24/2015	02/24/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A ☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		73587120	02/18/2015	02/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A ☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED. RETENTION \$		79896856	02/24/2015	02/24/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	71749812	02/01/2015	02/01/2016	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B Errors & Omission		MCN000228031401	12/01/2014	12/01/2016	Limit \$ 5,000,000 Ded \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is hereby named as an additional insured with regards to General Liability. Waiver of subrogation applies to workers compensation.

CERTIFICATE HOLDER

OXNAR-2

City of Oxnard
214 South C Street
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7-09)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **02/01/15** at 12:01 A. M. standard time, forms a part of
(DATE)
Policy No. **(16)7174-98-12** of the **FEDERAL INSURANCE COMPANY**
issued to **INFOSEND INC** (NAME OF INSURANCE COMPANY)

Endorsement No. _____

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. The additional premium for the blanket waiver offered by this endorsement shall be 1.00 % of total California premium.

Schedule

Person or Organization

Job Description

**BLANKET WAIVER - ANY PERSON OR ORGANIZATION
FOR WHOM THE NAMED INSURED HAS AGREED BY
WRITTEN CONTRACT TO FURNISH THIS WAIVER**

ALL CALIFORNIA OPERATIONS

WC 99 03 04 (Ed. 7-09)

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. — CANCELLATION — of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. — WHO IS AN INSURED — of SECTION II — LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. — WHO IS AN INSURED — of SECTION II — LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
- (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Permit And Organizations As Insureds

Paragraph A.1. — WHO IS AN INSURED — of SECTION II — LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
 - (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.
3. **FELLOW EMPLOYEE COVERAGE**
 EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.
4. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
 Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.
5. **AUTO LOAN/LEASE GAP COVERAGE**
 Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
- c. **Unpaid Loan or Lease Amounts**
 In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
 2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.
- We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
 3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
6. **RENTAL AGENCY EXPENSE**
 Paragraph A. 4. - COVERAGE EXTENSIONS - of

SECTION III - PHYSICAL DAMAGE COVERAGE
 is amended to add the following:

d. **Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.
7. **EXTRA EXPENSE - BROADENED COVERAGE**
 Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
- e. **Recovery Expense**
 We will pay for the expense of returning a stolen covered "auto" to you.
8. **AIRBAG COVERAGE**
 Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.
9. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**
 Paragraph C.2. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
2. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

Liability Insurance

Endorsement

Policy Period FEBRUARY 24, 2015 TO FEBRUARY 24, 2016
Effective Date FEBRUARY 24, 2015
Policy Number 3603-11-49 NBO
Insured INFOSEND INC
Name of Company FEDERAL INSURANCE COMPANY
Date Issued FEBRUARY 4, 2015

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

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

Conditions

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

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

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative





CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.9

DATE: March 2, 2021

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: City Participation in the State Rental Assistance Program and the federal Emergency Rental Assistance Program.

RECOMMENDATION

That the City Council:

1. Adopt a Resolution Authorizing the City's Participation in the State Rental Assistance Program ("SRAP") and Directing the City Manager to Take Actions to Effectuate the City's Participation;
2. Authorize and Direct the City Manager or his designee to accept an allocation of an amount between \$6,683,889.67 and \$18,631,184.67 of SRAP funds, appropriated pursuant to California Senate Bill 91 ("SB 91");
3. Authorize and Direct the City Manager or his designee to allocate and take the necessary steps to facilitate the transmittal or assignment of \$6,117,238 of the federal Emergency Rental Assistance Program ("ERAP") funds previously granted directly to the City pursuant to the Consolidated Appropriation Act of 2021, plus the entire amount of SRAP funds received allocated to the City pursuant to SB 91, to the Department of Housing and Community Development or State Business, Consumer Services and Housing Agency for the joint administration and disbursement of said funds;
4. Authorize the City Manager or his designee to execute and submit the Standard Agreement from the State of California, and any other agreements necessary for the implementation of this program, to State and Federal agencies and to facilitate the transfer or assignment of funds provided under either Senate Bill 91 or the Federal Consolidated Appropriation Act of 2021; and
5. Authorize and direct the City Manager or his designee to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the execution of the ERAP/SRAP program, or otherwise to effectuate the purpose of the Resolution, including but not limited to the execution of a Memorandum of Understanding with the County of Ventura establishing the parameters of the joint City-County regional ERAP/SRAP program.
6. Approve and authorize a budget appropriation for the City's participation in the Federal ERAP in the amount of \$6,210,395 (Fund 261-5139-801.82-09).

EXECUTIVE SUMMARY

On December 27, 2020, the federal Consolidated Appropriations Act of 2021, a \$908 billion COVID-19 relief bill, was signed into law, and \$25 billion was allocated to the United States Treasury for the Emergency Rental Assistance Program (ERAP) to assist households that are unable to pay rent or utilities due to the COVID-19 pandemic. California will receive \$2.6 billion in federal ERAP funds. To implement these rental assistance resources, the State of California worked with the state legislature to develop a programmatic framework that eases administrative burden and most effectively deploys these resources to those most in need.

Oxnard is eligible for a total nearly \$12.9 million. The City's total represents \$6,210,394.89 in direct federal ERAP funds plus \$6,683,889.67 in state ERAP funds. All indications are that thousands of Oxnard tenants are delinquent in rent

as a result of the COVID-19 pandemic, and that hundreds or thousands of landlords are facing severe financial difficulties due to the impact of the pandemic. The City of Oxnard proposes to accept a State offer to administer all ERAP funds in partnership with the City Housing Department and the County of Ventura.

BACKGROUND

On December 27, 2020, the federal Consolidated Appropriations Act of 2021, a \$908 billion COVID-19 relief bill, was signed into law, and \$25 billion was allocated to the United States Treasury for the Emergency Rental Assistance Program (ERAP) to assist households that are unable to pay rent or utilities due to the COVID-19 pandemic. California will receive \$2.6 billion in federal ERAP funds. To implement these rental assistance resources, the State of California worked with the state legislature to develop a programmatic framework that eases administrative burden and most effectively deploys these resources to those most in need.

On January 29, 2021, the Governor signed the COVID-19 Tenant Relief Act (Senate Bill 91), extending eviction protection through June 30, 2021, and creating a mechanism to deploy the state's \$2.6 billion allocation of ERAP resources to assist struggling California tenants and landlords impacted by COVID-19. Additionally, counties and cities over 200,000 in population are eligible for direct federal ERAP allocations. The County of Ventura is eligible for a total of over \$39.3 million, and the City of Oxnard is eligible for a total nearly \$12.9 million. The City's total represents \$6,210,394.89 in direct federal ERAP funds (received by the City in February), plus \$6,683,889.67 in state ERAP funds.

All indications are that thousands of Oxnard tenants are delinquent in rent as a result of the COVID-19 pandemic, and that hundreds or thousands of landlords are facing severe financial difficulties due to the impact of the pandemic.

DISCUSSION

Both the federal and the state legislation share a common objective: to ensure the prompt disbursement of Rental Assistance funds to eligible tenants and landlords. Pursuant to the state legislation, the Governor directed the California Business, Consumer Services, and Housing (BCSH) Agency to establish an ERAP implementation tool to accomplish this objective. Rather than requiring each local jurisdiction to set up the administrative policies, procedures, structures, application systems, and disbursement mechanisms, the state is providing those local jurisdictions with the option to participate in an ERAP system administered by the BCSH.

The BCSH Agency ERAP program includes the following features, above and beyond those required by the federal program:

- Provides eligible landlords with immediate relief through the payment of 80% of their tenants' rental arrears accumulated between April 1, 2020 and March 31, 2021. Landlords, in turn, agree to accept this as payment in full for any unpaid rent for that period.
- In cases where a landlord chooses not to participate in this voluntary program, the program allows an eligible tenant to apply to the program for 25% of their rental arrears, which will be paid to the landlord as required to protect tenants from unlawful eviction. The program also allows for prospective payments of 25% of monthly rent for the months of April, May, and June 2021.
- Establishes a requirement for funds to be administered in at least three rounds, prioritizing households as follows: (1) Below 50% Area Median Income (AMI) or unemployed for 90 days; (2) Below 80% AMI and in a community disproportionately impacted by COVID-19; and (3) Below 80% AMI and not addressed by rounds 1 and 2.

Each jurisdiction eligible for a direct federal allocation was provided with three options for participation in the rental assistance program by the state:

OPTION A: Direct its federal allocation to the state program for the state BCSH to administer on behalf of its population,

retaining 1.5% for local administrative support;

OPTION B: Request a state block grant of 98.5% (with the State retaining 1.5%), committing that the local program will conform to the state's program rules, and self-administer the combined federal allocation and state block grant local program funds; or

OPTION C: Forego a state block grant and self-administer its federal allocation, thus avoiding the state's requirements.

Given the one-time nature of these funds, coupled with the rapid implementation timelines and program complexity, eligible jurisdictions were encouraged to opt into the state's managed rental assistance program. While specific details are still under development, the state's vendor contracted to administer the program must demonstrate sufficient capacity and experience to administer a program of this scope and scale. Features will include, but not be limited to, a start-date of March 15, 2021; on-line access 24 hours a day, seven days a week, with 99% planned uptime rating, and supporting 20,000 concurrent users with full access to upload, create, read, update and delete records; protection of personally-identifying information; multi-lingual services; screening for duplication of benefits; statewide market with the capacity for localized promotion linking to the portal; and regular reports to jurisdictions to gauge the rate of applications being submitted and approved, and the geography, ethnicity, and income of populations being served.

Staff recommends that the City elect Option "A" above, as has the leadership of the County of Ventura. The recommendation is based on the recognition that ramping up and administering a new rental assistance program of this magnitude on short notice would be very difficult, given on-going essential functions performed by City and Housing Authority staff, the lead-time required to hire staff and/or consultants, and limited staff availability. Staff is committed to collaborating with the County to ensure a coordinated local response and outreach, and to taking advantage of the resources offered by the state to enlist local partners, community-based organizations, and those with access to difficult-to-serve populations.

In accordance with the election of Option A, the language of Recommendation Number 3 above calls for the acceptance of the SRAP funds from the state, and the re-deployment and transmittal of those funds to the BCSH Agency for the administration and disbursement of said funds through the BCSH Agency's ERAP funding program.

Participation in this program requires adoption of a City Council Resolution, which is appended hereto as Attachment No. 1. As is required by many state programs wherein final funding distribution amounts and mechanisms are unknown due to possible re-allocation of unspent funds, the state advises all jurisdictions to authorize up to three times the jurisdiction's estimated ERAP allocation in the Resolution. The Resolution thus reflects an amount ranging from \$6,683,889.67 (the amount which the state has informed the City has been awarded in SRAP funds) and \$18,631,184.67 which is three times the ERAP amount. This will eliminate the need to return to Council in the event that the City is able to take advantage of significant re-programmed funds.

The final recommendation set forth above reflects the anticipation by staff that it will be necessary for the City and the County to enter into a Memorandum of Understanding setting forth the parameters of the two jurisdictions' partnership in the administration of the local regional ERAP funding program.

STRATEGIC PRIORITIES

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

Goal 2: Address homelessness through the development and implementation of a multi-tiered strategy.

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

FINANCIAL IMPACT

There will be two financial impacts resulting from the recommended actions. The first will be the appropriation of \$6,117,238 (which is equivalent to 98.5% of the \$6.210 million of federal ERAP funds previously received by the City) from the account where it is currently held (261-5139-801.82-09) to the state Department of Housing and Community Development/Business, Consumer Services, and Housing Agency, upon receipt and execution of the state Standard Agreement. The second is the retention by the City of the remaining 1.5% of the federal ERAP funds, in the amount of \$93,152.00, to be used to defray costs of program administration incurred by the City.

There is no Financial Impact to the City resulting from the award of at least \$6,683,889 of SRAP funds, as those funds are assigned to and will remain with the state HCD/BCSH agency, which shall administer them on behalf of and to the benefit of Oxnard tenants and landlords.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Budget Appropriation Hsg COVID Emergency Rental Assistance
2. AUTHORIZING RESOLUTION - SRAP Participation.022621

REQUEST FOR BUDGET APPROPRIATION - FY20-21

Department: Housing

Date: March 2, 2021

Project/Program

Manager: Emilio Rameriz

Phone: _____

Reason for Appropriation:

Recognize \$6.2M from the HUD for a COVID responsive rental assistance program and appropriate \$6.2M with the State to carryout services

Accounts and Descriptions

AMOUNT

Fund: 261- FEDERAL TERM GRANTS FUND

Revenues/Transfers In

261-5139-531.72-01 FEDERAL & STATE SOURCES / FEDERAL GRANT REV. 6,210,395

Sub-total Revenues 6,210,395

Expenditures/Transfers Out

Emergency Rental Assistance COVID (775235)

261-5139-801.82-09 PROF. CONTRACT 6,210,395

Sub-total Expenditures 6,210,395

Net Change to Fund Balance 0

Net Appropriation Change 6,210,395

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, THE GOVERNING BOARD OF THE CITY OF OXNARD, AUTHORIZING THE CITY'S PARTICIPATION IN THE STATE EMERGENCY RENTAL ASSISTANCE PROGRAM AND DIRECTING THE CITY MANAGER TO TAKE ACTIONS TO EFFECTUATE THE CITY'S PARTICIPATION

WHEREAS, On December 27, 2020, the Consolidated Appropriations Act, 2021 (Pub.L. No. 116-260) (the "Act") was signed into law. Section 501 of Division N of the Act established the federal Emergency Rental Assistance Program ("ERAP"), and authorized the direct allocation of emergency rental assistance funds to states, units of local government, tribal communities, and territories. The ERAP funds are intended to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic; and

WHEREAS, California Senate Bill No. 91 (2021-2022 Reg. Sess.) ("SB 91") established the State of California's program for administering its share of ERAP funds (the "State Rental Assistance Program," "SRAP," or "State Rental Assistance Funds"). SB 91 added Chapter 17 (commencing with Section 50897) to Part 2 of Division 31 of the Health and Safety Code. Health and Safety Code section 50897.1, subdivision (a)(1) authorizes the Department of Housing and Community Development (the "Department") to administer the State Rental Assistance Funds in accordance with state and federal law; and

WHEREAS, on January 21, 2021, the City of Oxnard ("City" or "Locality") received an allocation of ERAP funds from the U.S. Department of the Treasury ("Treasury") in the amount of \$6,210,394.89 (the City's "Direct Federal Allocation"), and

WHEREAS, City will also receive a share of State Rental Assistance Funds pursuant to Health and Safety Code section 50897.2, subdivision (a)(3) (this amount, the City's "Proportionate SRAP Share"). The Department will administer the City's Proportionate SRAP Share pursuant to Health and Safety Code section 50897.3.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1: City is hereby authorized and directed to transmit its Direct Federal Allocation to the Department so that the Department will administer the City's Direct Federal Allocation, and the City's Proportionate SRAP Share for and on behalf of the City, and pursuant to Health and Safety Code section 50897.3, subdivision (b)(3). The City may retain 1.5% of the Direct Federal Allocation, or \$93,152.00, for program administration.

Section 2: City is hereby authorized and directed to enter into, execute, and deliver any and all documents (and amendments thereto) that are required or deemed necessary or appropriate under State or Federal Law to govern the Department's administration of the City's Direct Federal Allocation for and on behalf of the City (collectively, the "HSC 50897.3 Documents"). Such HSC 50897.3 Documents shall include a Department-approved STD 213, Standard Agreement in a total amount not to exceed \$18,631,184.67 (the "Standard Agreement"), and all amendments thereto.

Section 3: City acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement.

Section 4: The City Manager, or his designee, which may be the Assistant City Manager, Deputy City Manager, or Housing Director (each of which is a “Designee”), is authorized to execute the HSC 50897.3 Documents on behalf of the City for participation in the State Rental Assistance Program. Any and each of the Designees is authorized individually to execute the HSC 50897.3 Documents on behalf of the City.

Section 5: The City Manager or Designee is authorized and directed to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the execution of the ERAP/SRAP program or otherwise to effectuate the purposes of this Resolution, with legal documents subject to review and approval by the City Attorney, and such actions previously taken by such officers are hereby ratified and confirmed.

PASSED, APPROVED AND ADOPTED this 2nd day of March, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

John C. Zaragoza, Mayor

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.1

DATE: March 2, 2021

TO: City Council

FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org

SUBJECT: Adoption of City Council's Policy for Development and Implementation of Internal Controls (0/10/5)

RECOMMENDATION

That the City Council adopt a resolution adopting the Policy for Development and Implementation of Internal Controls to define the City Council's internal control activities as they relate to development and implementation of internal controls.

(Finance and Governance Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/DsxrLS8iVNO>

BACKGROUND

The City Council recognizes the need to eliminate or reduce risk based on reasonable standards and level of effort. Proper internal controls must be developed and implemented to safeguard assets and ensure the City achieves its operational objectives. The responsibility to develop those controls must be established and evaluated on an ongoing basis.

DISCUSSION

There are nine recommended policies associated with the Internal Control - Integrated Framework (ICIF). Each policy is associated with one of the five Committee of Sponsoring Organizations of the Treadway Commission (COSO) components.

On September 1, 2020, the City Council adopted the ICIF and the first four implementing policies under the COSO Control Environment component:

- 1) FPOL 1.01 Adoption of Internal Control - Integrated Framework
- 2) FPOL 1.02 Adoption of Internal Control Oversight Responsibilities
- 3) FPOL 1.03 Finance and Governance Committee Duties and Responsibilities
- 4) FPOL 1.04 Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives

On January 5, 2021, the City Council adopted the fifth implementing policy under the COSO Risk Assessment component:

- 5) FPOL 1.05 City Council's Risk Assessment Responsibilities

The next COSO component is Control Activities, with a corresponding proposed implementing policy FPOL 1.06 City

Council's Development and Implementation of Internal Controls. This sixth implementing policy defines the City Council's internal control activities as they relate to the development and implementation of internal controls. The draft policy reaffirms the City Council's commitment to hold management accountable for: (i) establishing and putting in place appropriate control activities; and (ii) monitoring compliance.

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 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Objective 1c. Develop written procedures to address Internal Control recommendations from Auditor.

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on February 9, 2021, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Kevin Riper, Chief Financial Officer

ATTACHMENTS

1. Resolution establishing City Council's Policy for Development and Implementation of Internal Controls
2. FPOL 1.06 Development and Implementation of Internal Controls v.2
3. 3.2.21 CC - ICIF_ Development and Implementation

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING DEVELOPMENT AND IMPLEMENTATION OF INTERNAL CONTROLS
POLICY

WHEREAS, in furtherance of the City Council's Organizational Effectiveness Strategic Goal, City staff recommends adopting policies associated with the Internal Control - Integrated Framework (ICIF) sponsored by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);

WHEREAS, the COSO ICIF defines City Council's internal control activities as they relate to the development and implementation of internal controls;

WHEREAS, the recommended Policy for Development and Implementation of Internal Controls reaffirms the City Council's commitment to hold management accountable for (i) establishing and putting in place appropriate control activities; and (ii) monitoring compliance; and

WHEREAS, recommended delegation of responsibilities includes assigning the Finance and Governance Committee to work with the Internal Auditor to develop and implement internal controls to safeguard assets and ensure the City achieves its operational objectives.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to adopt the Policy for Development and Implementation of Internal Controls (FPOL 1.06 Development and Implementation of Internal Controls) attached hereto as Exhibit A.

PASSED AND ADOPTED on this _____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney

EXHIBIT A

FPOL 1.06 City Council's Policy for Development and Implementation of Internal Controls

	City of Oxnard Finance Policy		
TITLE Development and Implementation of Internal Controls		PAGE 1 of 2	
NUMBER FPOL 1.06	VERSION 1.0	DOCUMENT OWNER Donna Ventura	EFFECTIVE DATE 3/16/2021

1.0 POLICY STATEMENT

- 1.1.1 The City Council directs the City Manager to develop internal controls that are tailored to the City's specific structure, risk exposure and resource levels. To the extent resource levels are not adequate to reduce risk in some areas; the Council will reassess its risk tolerance philosophy and provide specific direction to the City Manager.
- 1.1.2 City practices shall comply with Internal Control - Integrated Framework (ICIF) principles and components related to internal control.
- 1.1.3 Controls shall be developed that respond to and assure compliance with findings from external and/or internal audits and that consider the outcomes of risk assessments performed in accordance with the City Council's Risk Assessment Responsibilities Policy (FPOL 1.05).

2.0 SCOPE

The policy covers all of the City of Oxnard's internal control activities as they relate to the development and implementation of internal controls.

3.0 BACKGROUND

To comply with standards for ICIF principles and components, the City Council recognizes the need to eliminate or reduce risk based on reasonable standards and level of effort. Proper internal controls must be developed and implemented to safeguard assets and ensure the City achieves its operational objectives. The responsibility to develop those controls must be established and evaluated on an ongoing basis.

4.0 DEFINITIONS

Term	Definition
Internal Control – Integrated Framework (ICIF)	A system of internal control designed to address three main categories of internal control objectives which are 1. Operations 2. Reporting and 3. Compliance
Committee of Sponsoring Organizations (COSO)	A joint initiative of five private sector organizations (American Accounting Association, American Institute of Certified Public Accountants, Financial Executives International, Institute of

		City of Oxnard Finance Policy	
TITLE Development and Implementation of Internal Controls			PAGE 2 of 2
NUMBER FPOL 1.06	VERSION 1.0	DOCUMENT OWNER Donna Ventura	EFFECTIVE DATE 3/16/2021

	Management Accountants, and the Institute of Internal Auditors) COSO develops frameworks and guidance on enterprise risk management, internal control and fraud deterrence.
Risk Assessment	A systematic process of evaluating the potential risks that may be involved in a projected activity or undertaking at all levels.
Risk Tolerance	The maximum risk that an organization is willing to accept regarding each relevant activity or event..
Risk Exposure	The measure of potential future loss resulting from a specific activity or event.

5.0 ROLES AND RESPONSIBILITIES

Role	Responsibility
City Council	Exercise its oversight duties, to ensure that management selects and develops control activities that contribute to the mitigation of risks to acceptable levels and that management and independent financial auditors monitor compliance with internal control policies and procedures that put policies in place.
City Manager	Responsible for carrying out policies along with managing the organization and ensuring accountability for performance of all employees under his or her direction.
Finance and Governance Committee (audit committee)	As defined in FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities.

CITY OF OXNARD REFERENCES

FPOL 1.01 Adoption of Internal Control – Integrated Framework
FPOL 1.02 Adoption of Internal Control Oversight Responsibilities
FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities
FPOL 1.04 Assignment of Authority and Responsibility for Achieving Operational, Reporting, and Compliance Objectives
FPOL 1.05 City Council's Risk Assessment Responsibilities

6.0 DOCUMENT HISTORY

Version	Summary of Changes	Reason for Changes
1.0	New policy	New policy

Proposed Policy for Development and Implementation of Internal Controls

Finance & Governance Committee - February 9, 2021

City Council - March 2, 2021

Donna Ventura, Assistant Chief Financial Officer

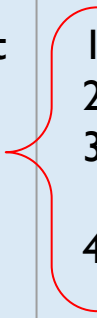


That the Finance and Governance Committee provide feedback on a proposed City Council Policy for Development and Implementation of Internal Controls and recommend City Council approve the proposed policy.

That the City Council approve the proposed Policy for Development and Implementation of Internal Controls.

- Policies Associated with the Internal Control - Integrated Framework (ICIF)
- Adoption of a Policy for Development and Implementation of Internal Controls

Policies Associated with the Internal Control - Integrated Framework (ICIF)

COSO Category	City Council Policies
A. Control Environment Adopted 9/1/20 Previously in place	 1. Adoption of Internal Control - Integrated Framework 2. Adoption of Internal Control Oversight Responsibilities 3. Finance and Governance Committee Duties and Responsibilities 4. Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives 5. Performance Evaluations of City Manager and City Attorney
B. Risk Assessment Adopted 1/5/21	6. City Council's Risk Assessment Responsibilities
C. Control Activities	7. Development and Implementation of Internal Controls
D. Information and Communication	8. Commitment to Transparent and Complete Information and Communication
E. Monitoring Activities	9. Creation of a Monitoring System



- Implementing policy defines City Council's internal control activities as they relate to the development and implementation of internal controls.
- Draft policy reaffirms City Council's commitment to hold management accountable for:
 - i. Establishing and putting in place appropriate control activities; and
 - ii. Monitoring compliance.

- Council directs the City Manager to develop internal controls tailored to the City's structure, risk exposure and resource levels. To the extent resource levels are not adequate to reduce risk in some areas, the Council will reassess its risk tolerance philosophy and provide specific direction to the City Manager.
- City practices shall comply with ICIF principles and components related to internal control.
- Controls shall be developed that respond to and assure compliance with findings from external and/or internal audits and that consider the outcomes of risk assessments performed in accordance with the City Council's Risk Assessment Responsibilities Policy (FPOL 1.05).

Timeline	Task
Spring 2021	Engage consulting firm to perform a comprehensive risk assessment
Remainder of 2021	Bring last 2 ICIF policies to F&GC and City Council (Information and Communication, and Monitoring Activities)

That the Finance and Governance Committee provide feedback on a proposed City Council Policy for Development and Implementation of Internal Controls and recommend City Council approve the proposed policy.

That the City Council approve the proposed Policy for Development and Implementation of Internal Controls.



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.2

DATE: March 2, 2021

TO: City Council

FROM: Craig B, Public Works Director, (805) 385-8055, craig.b@oxnard.org

SUBJECT: Award Agreement for Bryce Canyon North and South Neighborhood and Fremont North Neighborhood Street Resurfacing Project (Rebid) Specification No. PW 18-05R. (0/5/5)

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8302 with All American Asphalt. in the amount of \$4,174,871.26 for the Bryce Canyon North and South Neighborhood and Fremont North Neighborhood Street Resurfacing Project (Rebid) Specification No. PW 18-05R (Project Nos. 183108 & 153117);
2. Approve \$417,487 for project contingency for the Bryce Canyon North and South Neighborhood and Fremont North Neighborhood Street Resurfacing Project (Rebid) (Project Nos. 183108 & 153117); and
3. Approve \$417,487 for engineering, inspection, survey and project management for the Bryce Canyon North and South Neighborhood and Fremont North Neighborhood Street Resurfacing Project (Rebid) (Project Nos. 183108 & 153117); and
4. Approve a budget appropriation in the amount of \$529,801 from the available fund balances in the Road Maintenance and Rehabilitation Account (RMRA) Gas Tax (185) Fund and the Water Operating Fund (601).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/OY_WUbXvwOM

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 2017-18. 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 (2) to three (3) 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 the cast iron pipe replacement and the street resurfacing portions of the project were separated. There are several local contractors who have the ability to perform the work of the pipe replacement; however not the street resurfacing. With that in mind, on February 20, 2020, City Council approved the award for construction of the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project and that project was completed in September of 2020.

The next stage of the Bryce Canyon North and South Neighborhood and Fremont North Neighborhood Street Resurfacing Project (Project) includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to resurface existing asphalt concrete pavement within the Bryce Canyon North and South and Fremont North neighborhoods. The Work includes the milling of existing asphalt concrete pavement; placement and compaction of asphalt rubberized concrete; slurry seal and crackfill; excavation and reconstruction of failed areas; concrete repairs; adjust utility covers to finished grade; removal and replacement of street name signs; and traffic striping.

The location of the Project is shown on the attached project map and the work is tentatively scheduled to begin in March 2021 and continue through May 2021. Staff will work closely with the neighborhoods affected by the work to keep them informed of the schedule, and signs will be posted along the work route to help keep the public informed as well.

CIP Reference

Project Nos. 183108 & 153117 – Bryce Canyon South Neighborhood Street Resurfacing & Fremont North Neighborhood Street Resurfacing - CIP 2020-2025 - Adopted June 16, 2020 - Pages 104 & 141.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on November 5, 2020, and all bids were due on February 1, 2021. The City received the bids listed below:

All American Asphalt: \$4,174,871.26
Toro Enterprises, Inc.: \$4,324,336.25
Granite Construction Company: \$4,777,395.00
Hardy & Harper, Inc.: \$4,814,603.00
C.A. Rasmussen, Inc.: \$4,862,396.00

The lowest bidder is All American Asphalt and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Teichert and its subcontractors. Furthermore, 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 All American Asphalt.

The base bid of the project includes the work items to furnish all necessary labor, materials, and equipment to resurface existing asphalt concrete (AC) pavement within the Bryce Canyon North and South and Fremont North neighborhoods. Additionally, the packet requested pricing from bidders on possible additive items. These are items that, at the time of putting out the bid packet, staff were not certain would be feasible due to budgetary constraints. There were a total of 19 additive items which are outlined below.

Additive items #102-103 were intended for the construction of new concrete sidewalk at F Street, near Carty Park and Green Junior High School. Additive items #104-110 were intended for curb extension modifications at the intersection of Yucca Street and South J Street. Additive items #111-120 were intended for the construction of an ADA ramp with landing and guard rail at the intersection of Ventura Service Road and Lodgewood Way.

The City Engineer recommends Council approve the project including the base bid and all additive items #102-103, #104-110 and #111-120. After reviewing the lowest responsible bid, it appears feasible to include all the additive items in an effort to enhance the overall project and improve public safety.

If Council approves a contract of the base bid and additive items #102-103, #104-110 and #111-120, the contract total

will be \$4,174,871.26. Additional funds estimated in the amount of \$834,974 are needed for the project which includes \$417,487 for project contingency (10% of the contract costs) and \$417,487 for the cost for engineering services and City staff (10% of the contract cost) to perform the following activities during construction: engineering, inspection, survey and project management bringing the total estimated cost of the project to \$5,009,845.26.

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.

Goal 4a. Implement CIP Plans.

FINANCIAL IMPACT

The total cost for the Bryce Canyon North and South Neighborhood and Fremont North Neighborhood Street Resurfacing Project Nos. 183108 & 153117 is \$5,009,845.26. These projects currently have a total available budget of \$4,480,044 and are funded from various funds as listed in the tables below. A budget appropriation of \$529,801 is needed to complete this project. The Fiscal Year 2020-21 projected ending unassigned fund balances of the RMRA Gas Tax Fund (185) and the Water Operating Fund (601) are \$3 million and \$7.6 million, respectively, after this appropriation request.

Bryce Canyon North/South Neighborhood Project 183108				
Fund #	Fund Name	Available Budget Appropriation	Budget Appropriation Request	TOTAL APPROPRIATIONS
185	RMRA Gas Tax	\$0	\$240,877	\$240,877
219	State/Local My Grants	\$47,420	\$0	\$47,420
314	2014 Lease Revenue Bond	\$2,177,047	\$0	\$2,177,047
TOTAL		\$2,224,467	\$240,877	\$2,465,344

Fremont North Neighborhood Project 153117

Fund #	Fund Name	Available Budget Appropriation	Budget Appropriation Request	TOTAL APPROPRIATIONS
105	Street Maintenance	\$1,386,030	\$0	\$1,386,030
185	RMRA Gas Tax	\$0	\$209,616	\$209,616
219	State/Local My Grants	\$73,370	\$0	\$73,370
314	2014 Lease Revenue Bond	\$796,177	\$0	\$796,177
601	Water Operating Fund	\$0	\$79,308	\$79,308
TOTAL		\$2,255,577	\$288,924	\$2,544,501
TOTAL - BOTH PROJECTS		\$4,480,044	\$529,801	\$5,009,845

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8302 All American Asphalt
2. Budget Appropriation Bryce Canyon
3. Project Location Maps
4. Presentation

CONTRACT

CITY OF OXNARD CONTRACT FOR BRYCE CANYON NORTH AND SOUTH NEIGHBORHOOD AND FREMONT NORTH NEIGHBORHOOD STREET RESURFACING PROJECT (REBID) SPECIFICATION NO. PW 18-05R

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 ALL AMERICAN ASPHALT ("Contractor"). Contractor's license number is 267073.

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 Bryce Canyon North and South Neighborhood and Fremont North Neighborhood Street Resurfacing Project (Rebid) Specification No. PW 18-05R ("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 one hundred seventy four thousand eight hundred seventy one dollars and twenty six cents (\$4,174,871.26) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit A 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

ALL AMERICAN ASPHALT

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

[name] , [title]² _____ Date

[name] , [title] _____ Date

ATTEST:

Rose Chaparro, 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 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-8302

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.

2/21

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 **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 \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

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

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE

☐ Included in Limits

☐ In Addition to Limits

Telephone: _____

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY

☐ COMPREHENSIVE GENERAL LIABILITY

☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL

☐ PRODUCTS/COMPLETED OPERATIONS

☐ PERSONAL & ADVERTISING INJURY

☐ FIRE DAMAGE

☐ _____

☐ _____

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

Name: _____

Address: _____

Telephone: (_____) _____

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

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

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

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

(to)

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits

☐ In Addition to Limits

Telephone:

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____

with an Aggregate of \$_____ applies to _____

coverage. ☐ Per Occurrence ☐ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Name: _____

Address: _____

Telephone: ()

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No.)

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 _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as BRYCE CANYON NORTH AND SOUTH NEIGHBORHOOD AND FREMONT NORTH NEIGHBORHOOD STREET RESURFACING PROJECT (REBID) SPECIFICATION NO. PW 18-05R.

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 AND SOUTH NEIGHBORHOOD AND FREMONT NORTH NEIGHBORHOOD STREET RESURFACING PROJECT (REBID) SPECIFICATION NO. PW 18-05R.

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 A

REVISION 2

CITY OF OXNARD

BID SHEETS FOR BRYCE CANYON NORTH AND SOUTH NEIGHBORHOOD AND FREMONT NORTH NEIGHBORHOOD STREET RESURFACING PROJECT (REBID) SPECIFICATION NO. PW 18-05R

Bidder's Name: All American Asphalt

To the Honorable Mayor and Members of the City Council:

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

BASE AMOUNT:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	SCHEDULE 1 Bryce Canyon North & South Neighborhood					
1	Mobilization/Demobilization (shall not exceed 5% of the Total Bid Price)	1001-3	LS	LUMP SUM	80,000	80,000.00
2	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	116,000	116,000
3	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	6,750	6,750
4	Cold Mill AC Pavement (2" Max)	1110-3	SQYD	33,000	1.97	65,010
5	Unclassified Excavation	1120-4	CY	350	162	56,700
6	Class 2 Aggregate Base	1130-4	TON	70	103	7,210
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TON	450	108	48,600
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TON	800 350	108	37,800
9	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TON	300	146	43,800
10	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TON	5,850	98	573,300
11	Crack Seal	1155-4	LB	8,500	3.65	31,025
12	Slurry Seal Type II (RAP)	1160-5	SQYD	46,000	1.89	86,940
13	Remove And Replace PCC Sidewalk	1174-6	SQFT	1,600	8.70	13,920

14	Grind PCC Sidewalk	1174-6	SQFT	100	36	3,600
15	Remove And Replace PCC Driveway	1174-6	SQFT	1,600	22.60	36,160
16	Remove And Replace PCC Cross Gutter and Spandrel	1174-6	SQFT	8,000	23.80	190,400
17	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	1,700	80	136,000
18	Install/Remove And Replace PCC Curb Ramp With Detectable Warning Surface Tiles	1174-6	SQFT	4,800	33.80	162,240
19	Remove Concrete (Gutter & Spandrel)	1174-6	SQFT	600	3.80	2,280
20	Adjust Manhole Cover To Finished Grade	1185-4	EA	43	482	20,726
21	Adjust Water Valve Cover To Finished Grade	1185-4	EA	80	346	27,680
22	Adjust Survey Monument Cover To Finished Grade	1185-4	EA	24	1,047	25,128
23	Adjust Water Meter Cover To Finished Grade	1187-4	EA	4	346	1,384
24	Relocate 6-Ft High Chain Link Fence And Gate, L=45' And Install Additional Galvanized Pipe Post & Fence, Complete-In-Place	1192-5	LS	LUMP SUM	9,380	9,380
25	Install "STOP" Thermoplastic Pavement Marking	1515-4	EA	24	83	1,992
26	Install "SLOW" Thermoplastic Pavement Marking	1515-4	EA	8	88.70	709.60
27	Install "SCHOOL" Thermoplastic Pavement Marking	1515-4	EA	8	130	1,040
28	Install "XING" Thermoplastic Pavement Marking	1515-4	EA	8	8.35	66.80
29	Install Bike Lane Symbol And Arrow Thermoplastic Pavement Marking	1515-4	EA	12	12.50	150
30	Install Type IV Arrow Thermoplastic Pavement Marking	1515-4	EA	8	62.60	500.80 500.80
31	Install 24" Thermoplastic Yellow Crosswalk – Ladder Type Thermoplastic Pavement Marking	1515-4	SQFT	1,200	2.10	2,520
32	Install 12" Solid White Thermoplastic Stripe	1515-4	LF	600	2.10	1,260

REVISION 2 - B 4

33	Install 12" Solid Yellow Thermoplastic Stripe	1515-4	LF	1,500	2.10	3,150
34	Install Detail 2 Thermoplastic Stripe	1515-4	LF	2,800	0.80	2,240
35	Install Detail 22 Thermoplastic Stripe	1515-4	LF	1,500	1.60	2,400
36	Install Detail 32 Thermoplastic Stripe	1515-4	LF	100	1.05	105
37	Install Detail 38 Thermoplastic Stripe	1515-4	LF	250	1.05	262.50
38	Install Detail 39 Thermoplastic Stripe	1515-4	LF	15,500	0.52	8,060
39	Install Detail 39A Thermoplastic Stripe	1515-4	LF	1,000	0.52	520.
40	Paint Curb Red	1515-4	LF	2,400	1.30	3,120
41	Install Blue RPM	1515-4	EA	42	10.45	438.90
42	Install Type D Inductive Loop Detector	1520-23	EA	2	626	1,252
43	Install Type E Inductive Loop Detector	1520-23	EA	2	522	1,044
44	Install Or Remove And Replace Street Name Sign	1530-4	EA	50	208	10,400
45	Install Or Remove And Replace Sign Post (Street & Traffic)	1530-4	EA	25	182	4,550
46	Remove, Relocate Or Reinstall Traffic Sign	1530-4	EA	16	57.40	918.40
47	Remove, Relocate or Reset Sign Post with All Attachments (Street & Traffic)	1530-4	EA	10	208	2,080
48	Furnish And Install Detectable Warning Surface Tiles	1901-4	SQFT	650	38	24,700
SCHEDULE 2 Fremont North Neighborhood						
49	Mobilization/Demobilization (shall not exceed 5% of the Total Bid Price)	1001-3	LS	LUMP SUM	80,000	80,000
50	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	120,000	120,000
51	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	6,750	6,750
52	Cold Mill AC Pavement (2" Max)	1110-3	SQYD	23,400	1.85	43,290
53	Unclassified Excavation	1120-4	CY	200	154.80	30,960 30,960
54	Class 2 Aggregate Base	1130-4	TON	200	51.	10,200

55	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TON	60	108	6,480
56	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TON	550	108	59,400
57	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TON	650 850	121	102,850
58	Asphalt Rubber Aggregate Membrane (ARAM)	1151-4	SQYD	19,705	5	98,525
59	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TON	7,100	98	695,800
60	Crack Seal	1155-4	LB	6,800	3.65	24,820
61	Slurry Seal Type II (RAP)	1160-5	SQYD	55,000	1.89	103,950
62	Remove And Replace PCC Sidewalk	1174-6	SQFT	2,800	8.70	24,360
63	Grind PCC Sidewalk	1174-6	SQFT	120	36	4,320
64	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	1,350	79.50	107,325
65	Install 24-Inch Root Barrier	1174-6	LF	500	62.60	31,300
66	Remove And Replace PCC Driveway	1174-6	SQFT	550	23.30	12,815
67	Remove And Replace PCC Cross Gutter and Spandrel	1174-6	SQFT	5,600	23.80	133,280
68	Install/Remove And Replace PCC Curb Ramp With Detectable Warning Surface Tiles	1174-6	SQFT	1,600	34.10	54,560
69	Adjust Manhole Cover To Finished Grade	1185-4	EA	47 57	482	27,474
70	Adjust Water Valve Cover To Finished Grade	1185-4	EA	65 89	346	30,794
71	Adjust Survey Monument Cover To Finished Grade	1185-4	EA	33 40	1,047	41,880
72	Adjust Water Meter Cover To Finished Grade	1187-4	EA	1	346	346
73	Remove And Replace PCC Top Slab Of Storm Drain Catch Basin	1192-5	LS	LUMP SUM	6,245	6,245
74	Install "STOP" Thermoplastic Pavement Marking	1515-4	EA	38	83.50	3,173

REVISION 2 - B 6

75	Install "SLOW" Thermoplastic Pavement Marking	1515-4	EA	9	88.70	798.30
76	Install "SCHOOL" Thermoplastic Pavement Marking	1515-4	EA	7	130	910
77	Install "XING" Thermoplastic Pavement Marking	1515-4	EA	7	88.70	620.90
78	Install Type IV Arrow Thermoplastic Pavement Marking	1515-4	EA	22	62.60	1,377.20
79	Install Type I 18'-0" Arrow Thermoplastic Pavement Marking	1515-4	EA	1	110	110
80	Install Bike Lane Symbol And Arrow Thermoplastic Pavement Marking	1515-4	EA	17	130	2,210
81	Install Bike Loop Detector Symbol Thermoplastic Pavement Marking	1515-4	EA	3	130	390
82	Install 12" Solid White Thermoplastic Stripe	1515-4	LF	1,600	2.10	3,360
83	Install 12" Solid Yellow Thermoplastic Stripe	1515-4	LF	660	2.10	1,386
84	Install 24" Yellow Crosswalk Ladder Type Thermoplastic Pavement Marking	1515-4	SQFT	2,300	2.10	4,830
85	Install White Yield Line (Isosceles Triangle) Thermoplastic Pavement Marking	1515-4	SQFT	120	5.20	624
86	Install Detail 2 Thermoplastic Stripe	1515-4	LF	1,700	0.78	1,326
87	Install Detail 22 Thermoplastic Stripe	1515-4	LF	3,850	1.57	6,044.50
88	Install Detail 29 Thermoplastic Stripe	1515-4	LF	500	1.57	785.
89	Install Detail 32 Thermoplastic Stripe	1515-4	LF	600	1.57	942
90	Install Detail 38 Thermoplastic Stripe	1515-4	LF	1,000	1.57	1570
91	Install Detail 39 Thermoplastic Stripe	1515-4	LF	14,500	0.52	7,540
92	Install Detail 39A Thermoplastic Stripe	1515-4	LF	1,200	0.52	624
93	Paint Curb Red	1515-4	LF	500	1.30	650

94	Install Blue RPM	1515-4	EA	69	10.44	720.36
95	Install Type D Inductive Loop Detector	1520-23	EA	3	626	1,878
96	Install Type E Inductive Loop Detector	1520-23	EA	4	522	2,088
97	Install Or Remove And Replace Street Name Sign	1530-4	EA	71	209	14,839
98	Install Or Remove And Replace Sign Post	1530-4	EA	27	182	4,914
99	Remove, Relocate Or Re-Install Traffic Sign	1530-4	EA	15	57.40	861
100	Relocate Sign And Post Including All Attachments	1530-4	EA	4	208	832
101	Furnish And Install Detectable Warning Surface Tiles	1901-4	SQFT	1,130	38	42,940
BASE AMOUNT TOTAL						\$ 3,821,580.26

ADDITIVE ALTERNATIVE (Bid Item Numbers 102 Thru 120): 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.

SCHEDULE 3 - Additive Alternative Item 1:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QUANTITY	UNIT PRICE	EXTENDED AMOUNT
SCHEDULE 3 – Additive Alternative New Sidewalk Construction at F St						
102	Install PCC Sidewalk	1174-6	SQFT	4,800	8.70	41,760
103	Install 24-Inch Root Barrier	1174-6	LF	1,000	62.60	62,600
ADDITIVE ALTERNATIVE ITEM 1 TOTAL:						\$ 104,360.00

SCHEDULE 4 – Additive Alternative Item 2:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QUANTITY	UNIT PRICE	EXTENDED AMOUNT
SCHEDULE 4 – Additive Alternative Curb Extension Modification at Yucca St & S "J" St						
403	Asphalt Concrete, Type III (DGAC-C2 PG-64-40)	1150-10	TON	20		
104	Remove And Replace PCC Sidewalk	1174-6	SQFT	1,200	8.80	10,560

105	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	280	80.80	22,624
106	Install/Remove And Replace PCC Curb Ramp With Detectable Warning Surface Tiles	1174-6	SQFT	200	49.60	9,920
107	Remove And Reset Street Sign And Post	1530-4	EA	2	209	418
108	Install 18-Inch PVC Storm Drain Connector Pipe	1302-5	LF	46	401	18,446
109	Install Curbside 2-Grating Catch Basin Per City Std Plate 503 Complete-In-Place	1303-3	EA	2	9,355	18,710
110	Install Junction Structure #4 Per City Std Plate 524 & Connect 18-inch Pipe to RCB	1303-3	EA	2	3,653	7,306

ADDITIVE ALTERNATIVE ITEM 2 TOTAL: \$ 87,984.00

SCHEDULE 5 – Additive Alternative Item 3:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
SCHEDULE 5 – Additive Alternative ADA Straight Ramp With Landing & Guard Rail at Ventura Service Rd & Lodgewood Way						
111	Clearing And Grubbing Including Removal of 1 1/2' Diameter Tree	1103-3	LS	LUMP SUM	3,652	3,652
112	Class 2 Aggregate Base	1130-4	TON	20	65.90	1,318
113	Remove And Replace PCC Integral Curb And Gutter (Type A2-6)	1902-4	LF	80	83.40	6,672
114	Install/Remove And Replace PCC ADA Ramp With Landing And Detectable Warning Surface Tiles	1902-4	SQFT	215	32.	6,880
115	Remove Existing & Install 8-Inch Thick PCC Retaining Wall Type A	1174-6	LF	35	590	20,650
116	Remove Existing & Install 8-Inch Thick PCC Retaining Wall Type B, Varying In Height	1174-6	LF	32	517	16,544
117	Furnish And Install Metal Hand Railings Per SPPWC 606-4 (Type A) Including Grip	1902-4	LF	73	195	14,235

	Rails, Complete-In-Place					
118	Restoration Of Existing Chain Link Fence (L=25'), Complete-In-Place	1192-5	LS	LUMP SUM	6,888	6,888
119	Pothole	1902-4	LS	LUMP SUM	4,800	4,800
120	Remove 6 Inch ACP And Install 8 Inch PVC Waterline As Shown In The Plans	1407-3	LS	LUMP SUM	79,308	79,308
ADDITIVE ALTERNATIVE ITEM 3 TOTAL: \$ 160,947.00						

Note: 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 **ALTERNATIVE** ITEM 1 + ADDITIVE **ALTERNATIVE** ITEM 2 + ADDITIVE **ALTERNATIVE** ITEM 3

TOTAL BID PRICE IN DIGITS: \$ 4,174,871.26

TOTAL BID PRICE IN WORDS: Four Million One Hundred Seventy Four Thousand Eight Hundred Seventy One Dollars and Twenty Six Cents

*** The lowest Bid shall be the lowest Total Bid Price, including the Base Amount Total and all Additive **Alternative** Bid items.

Contractor must complete all Work within ninety (90) Working Days of the City's Notice to Proceed (complete the Work at Bryce Canyon North and South Neighborhood within forty-five (45) Working Days and complete the Work at Fremont North Neighborhood within forty-five (45) Working Days).

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works/Engineering
Project/Program
Manager: Gianna Pourarien

Date: March 2, 2021

Phone: (805)385-7675

Reason for Appropriation:

Budget appropriation to fund Agreement A-8302 with All American Asphalt for Bryce Canyon North and South Neighborhood and Fremont North Neighborhood Street Resurfacing Project (Project Nos. 183108 & 153117)

Accounts and Descriptions

AMOUNT

Fund: 185 RMRA Gas Tax

Expenditures/Transfers Out

PROJECT 183108 BRYCE CYN SO. ST RESURFACING

185-3015-826.82-08 SERVICES - CONSTRUCTION 240,877

Expenditures/Transfers Out

PROJECT 153117 FREEMONT NORTH RESURFACING

185-3015-826.82-08 SERVICES - CONSTRUCTION 209,616

Sub-total Expenditures 450,493

Net Change to Fund Balance (450,493)

Fund: 601 Water Operating Fund

Expenditures/Transfers Out

PROJECT 153117 FREEMONT NORTH RESURFACING

601-6551-826.82-08 SERVICES - CONSTRUCTION 79,308

Sub-total Expenditures 79,308

Net Change to Fund Balance (79,308)

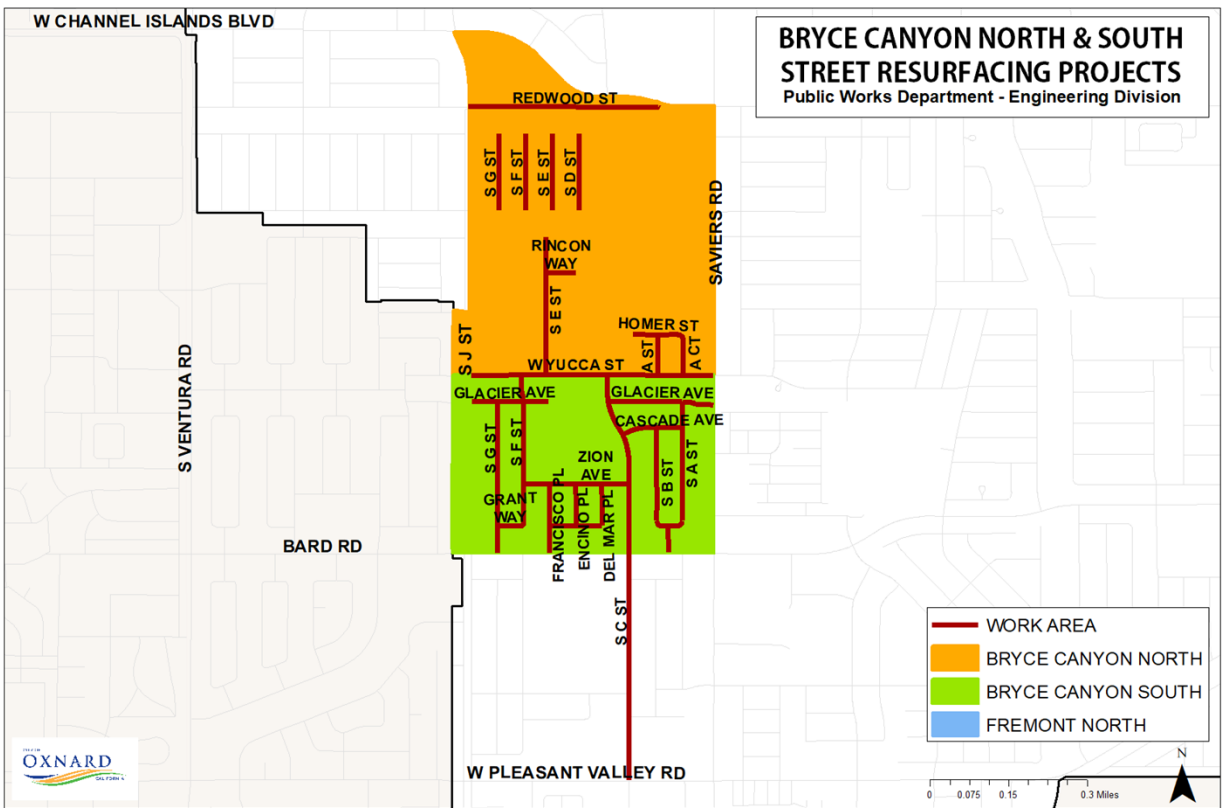
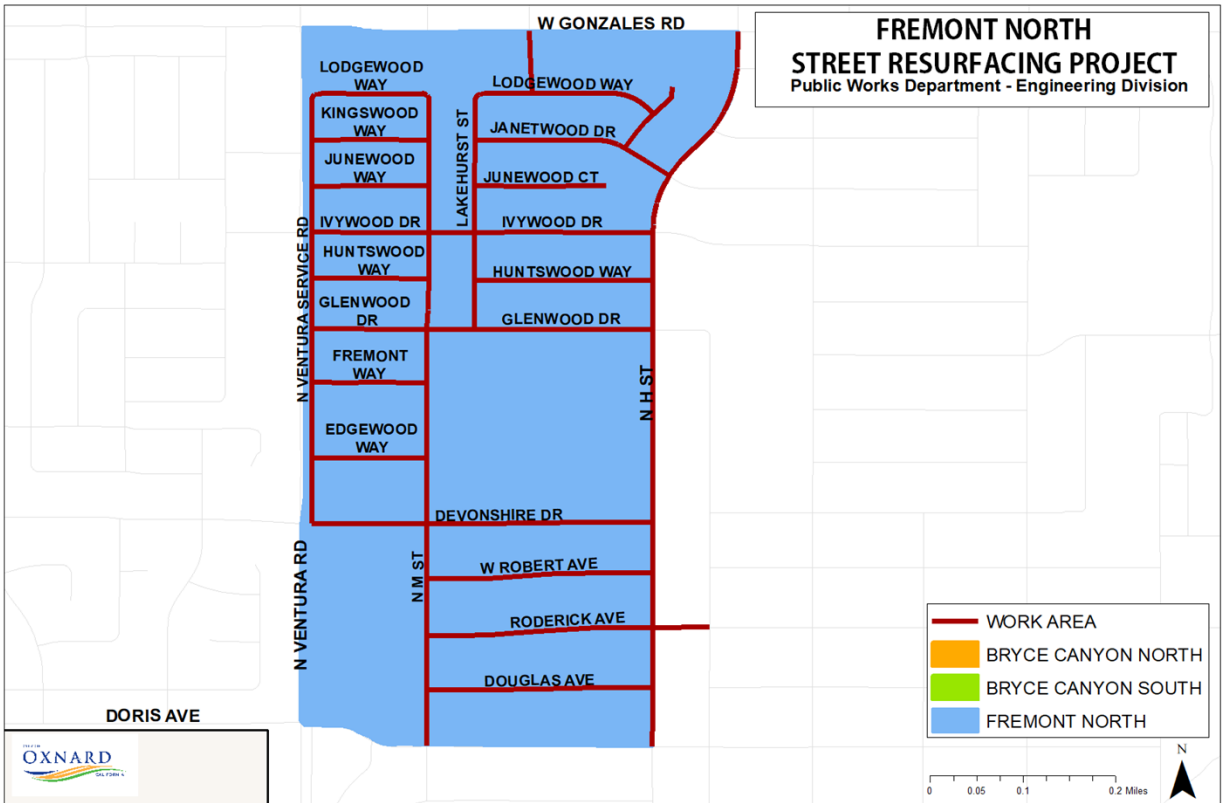
Net Appropriation Change 529,801

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



AWARD AGREEMENT FOR BRYCE CANYON NORTH & SOUTH NEIGHBORHOOD & FREMONT NORTH NEIGHBORHOOD STREET RESURFACING PROJECT PW 18-05R

Presentation to City Council
March 2, 2021

Tatiana Arnaout, PE, City Engineer



That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8302 with All American Asphalt in the amount of \$4,174,871.26 for the Bryce Canyon North and South Neighborhood and Fremont North Neighborhood Street Resurfacing Project (Rebid) Specification No. PW 18-05R (Project Nos. 183108 & 153117);
2. Approve \$417,487 for project contingency for the Bryce Canyon North and South Neighborhood and Fremont North Neighborhood Street Resurfacing Project (Rebid) (Project Nos. 183108 & 153117); and

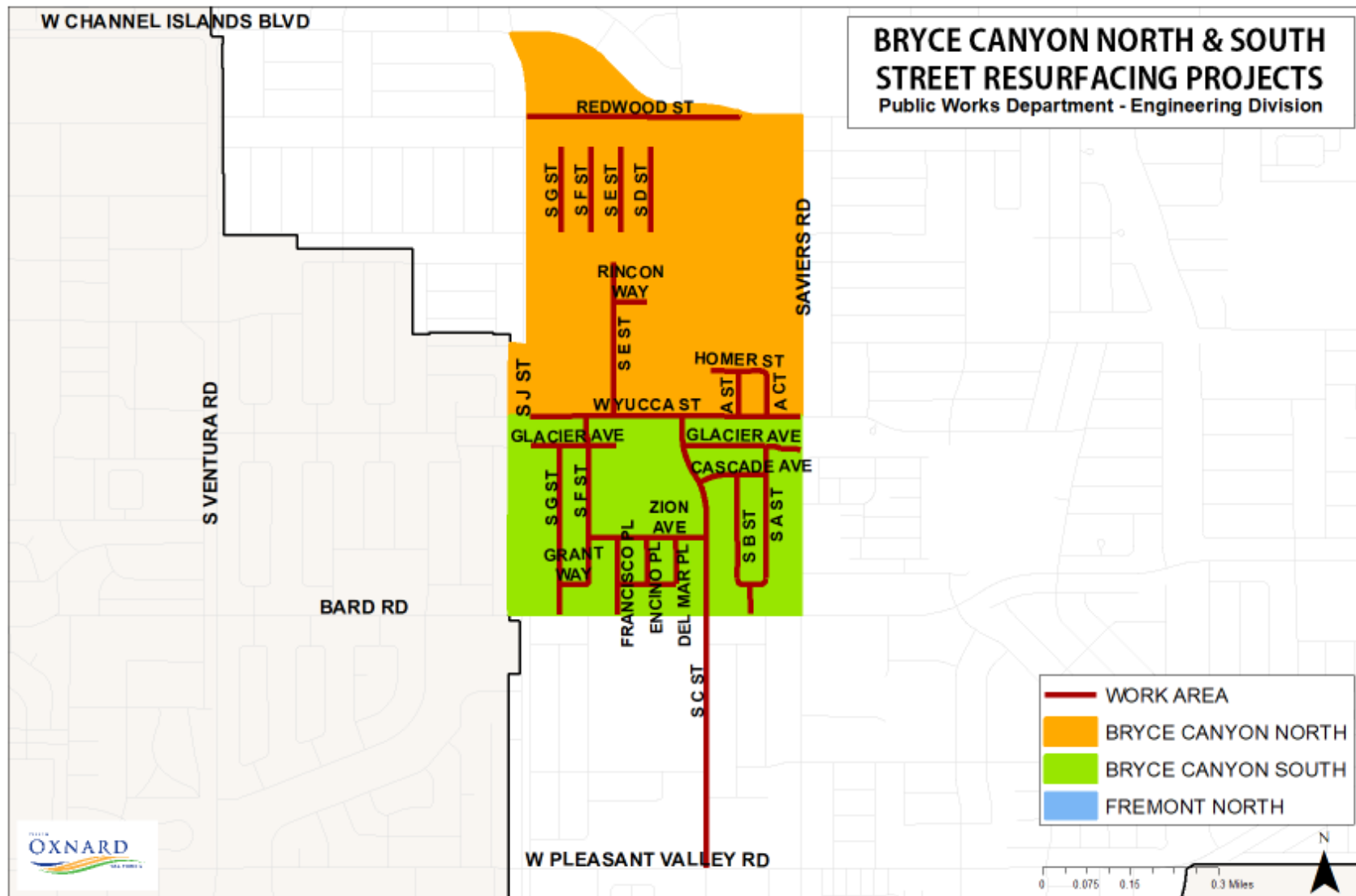
That the City Council:

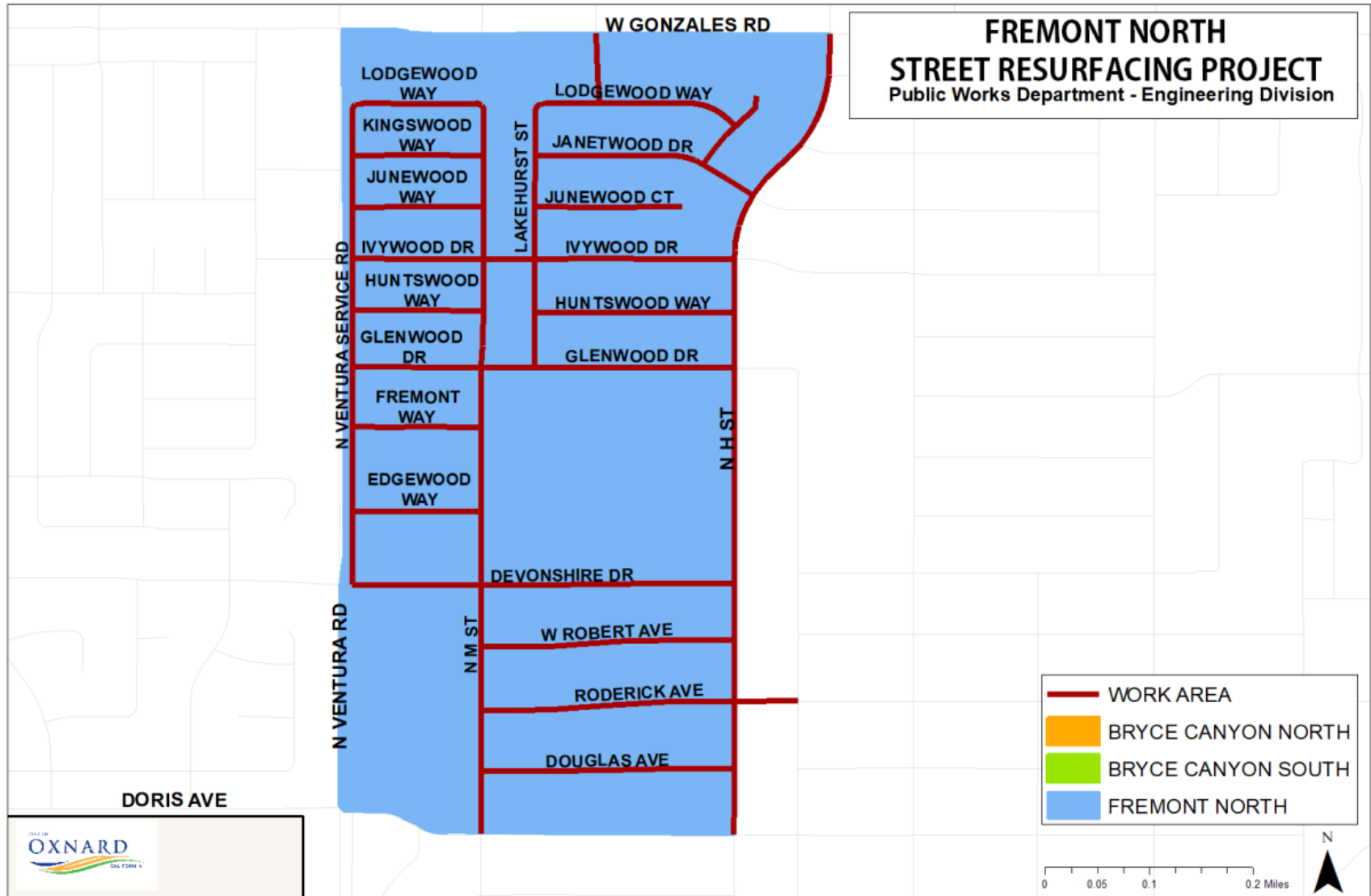
3. Approve \$417,487 for engineering, inspection, survey and project management for the Bryce Canyon North and South Neighborhood and Fremont North Neighborhood Street Resurfacing Project (Rebid) (Project Nos. 183108 & 153117); and

4. Approve a budget appropriation in the amount of \$529,801 from the available fund balances in the Road Maintenance and Rehabilitation Account (RMRA) Gas Tax (185) Fund and the Water Operating Fund (601).

BRYCE CANYON NORTH/SOUTH PROJECT MAP AREA

4





Bryce Canyon North & South Neighborhood & Fremont North Neighborhood Street Resurfacing Project

- Street restoration where cast iron water pipes were recently replaced with PVC and resurface adjacent streets in need
- The work will include:
 - Approx. 47,018 lineal feet (~8.91 miles) of street resurfacing
 - Replacing approx. 880 lineal feet of sidewalk
 - Improving over 150 curb ramps to ADA compliance
 - New traffic striping and signage

Existing concrete conditions within the Bryce Canyon/Fremont neighborhoods:



Existing street conditions within the Bryce Canyon/Fremont neighborhoods:



What is expected during construction:



Concrete improvements (i.e. curb ramps and sidewalk) and street resurfacing

Bryce Canyon North/South & Fremont North Street Resurfacing Project

- Notice inviting formal bids (NIFB) for the project was published on November 5, 2020 with bids due on February 1, 2021
- 5 bids were received and evaluated:

All American Asphalt	\$4,174,871.26
Toro Enterprises, Inc.	\$4,324,336.25
Granite Construction Co.	\$4,777,395.00
Hardy & Harper, Inc.	\$4,814,603.00
C.A. Rassmussen, Inc.	\$4,862,396.00

- All American Asphalt was found to be the lowest responsive bidder for this project

- Total cost for the Project is \$5,009,845.26 which includes:
 - Agreement A-8302 with All American Asphalt for **\$4,174,871.26**
 - Project contingency of **\$417,487**
 - Engineering, inspection, survey and project management (EISPM) of **\$417,487**
- Current available budget appropriations of \$4,480,044 and funded from various funds
- Remaining funds to complete Project is \$529,801 and will require a budget appropriation from available fund balances in the RMRA Gas Tax Fund (185) and Water Operating Fund (601)

QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.3

DATE: March 2, 2021

TO: City Council

FROM: Craig B, Public Works Director, (805) 385-8055, craig.b@oxnard.org

SUBJECT: Water Infrastructure Finance and Innovation Act (WIFIA) Loan Application. (0/5/5)

RECOMMENDATION

That the City Council adopt a resolution authorizing the City Manager to submit an application for an amount not to exceed \$27,600,000 from the Water Infrastructure Finance and Innovation Act Loan program administered by the U.S. Environmental Protection Agency; designating the amount of project expenditures to be reimbursed by proceeds from the Water Infrastructure Finance and Innovation Act loan; and dedicating and pledging revenues and funds for the repayment of the Water Infrastructure Finance and Innovation Act loan from the U.S. Environmental Protection Agency.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/pDwyvCdnrzk>

BACKGROUND

The Water Infrastructure Finance and Innovation Act of 2014 (WIFIA) established a federal credit program administered by the U.S. Environmental Protection Agency (EPA). The WIFIA program accelerates investment in water and wastewater infrastructure of national and regional significance by offering loans to creditworthy borrowers for up to 49 percent of eligible project costs. WIFIA authorizes EPA to provide direct loans and loan guarantees to eligible borrowers for water infrastructure projects. Prospective borrowers submit a letter of interest that demonstrates their projects' eligibility, financial creditworthiness, engineering feasibility, and alignment with WIFIA selection criteria. WIFIA loans have distinct benefits that are not readily available in the capital markets. The WIFIA program can act as a patient investor and offer credit assistance with extended maturities due to the federal government's long-term investment horizon. In the WIFIA Base Program, it can offer borrowers the advantage of developing customized terms, including sculpted repayment terms to match the specific needs of a project.

Finally, the WIFIA program lends at a low, fixed interest rate equal to the Treasury rate for a comparable maturity. The EPA recognizes the importance of capital markets in developing and improving water and wastewater infrastructure throughout the nation. The WIFIA program is intended to complement existing funding resources rather than supplant them. All projects that receive WIFIA credit assistance must be co-financed with other sources of funding, including tax-exempt or taxable bonds, loans, grants, and equity. EPA balances the distinct credit advantages that the WIFIA program offers with prudent lending practices. The WIFIA program will only fund projects that it finds to be creditworthy during the evaluation process.

DISCUSSION

The City submitted a letter of interest for the Aquifer Storage and Recovery (ASR) Completion Project on October 12, 2020 which included materials necessary to underwrite the proposed WIFIA assistance and to develop an individual loan

agreement between the City and EPA. Using the information provided in the letter of interest, and after evaluation by the EPA, the City was selected to submit an application for credit assistance up to \$27,600,000, which is 49% of the total estimated cost of the project of \$56,330,000. The application process involves multiple steps and the average time from application submission to closing is approximately seven months.

The project is a major component of the City's Groundwater Recovery Enhancement and Treatment (GREAT) program, which was initiated to secure reliable water supplies for the community by focusing on water reuse as the key to a sustainable water supply portfolio. The proposed project encompasses the following components:

1. Upgrades to and expansion of the City's Advanced Water Purification Facility (AWPF) to increase its capacity from the current 6.25 million gallons per day (mgd) to 12.5 mgd. Upgrades will include product water disinfection equipment and improved site security systems and new water storage tanks;
2. Construction of six ASR wells – one demonstration well and five full-scale wells;
3. A 20-inch diameter distribution pipeline to convey recovered groundwater from the ASR wells to three existing water blending stations (numbers 1, 3 & 6); and
4. Mechanical and electrical upgrades to those blending stations, as well as piping modifications and variable frequency drive pump replacements.

The demonstration well improvements will begin construction this year and is anticipated to be completed by January 2022 and is not a part of this WIFIA program application. We anticipate the demonstration period may last up to a year before the Division of Drinking Water approves the permit for indirect potable reuse (IPR). After we receive the permit, we plan on continuing to the next stage which is the ASR Completion Project.

The ASR Completion Project which does fall under WIFIA consists of the design and implementation of enhancements to the City's recycled water system to increase production of advanced treated water at the AWPF, expand ASR by constructing the remaining five full-scale wells, and distribute treated water in order to augment potable water supplies for long-term water supply reliability. Project implementation will allow the City to increase production and use of recycled water treated at the City's existing AWPF and sustainably maximize groundwater pumping from the Oxnard Groundwater Basin. This would occur by supplying AWPF effluent to agricultural users and pumping an equivalent amount of groundwater through pump-back allocations for potable demands. At the same time, ASR and IPR would be expanded to increase potable water supplies and improve blended water quality. ASR allows high quality AWPF-treated water to be injected into the local groundwater aquifer and subsequently extracted for IPR.

STRATEGIC PRIORITIES

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

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

Objective 3a. Maximize funding sources.

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

Objective 4a. Implement CIP plans.

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

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

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

This action only involves authorizing the application and submitting resolutions that are required with the application process. Applying for the WIFIA loan will require an application fee of \$100,000 and will be credited to the credit processing fee, which ranges from \$100,000 - \$300,000 and reimburses the EPA for its financial, technical, and legal advisory costs. This fee is due upon execution of the loan and will be funded in the Water Operations fund (601-6010-842.82-09). The financial impact of accepting the loan will be determined once the terms for repayment of the loan are established as part of the negotiation process. There is no financial impact to the General Fund.

The WIFIA loan, if approved by EPA, will almost certainly count as "parity debt" with the various water revenue bonds already issued by the City over the years, such as the 2021 Water Revenue Bonds authorized by City Council at its adjourned meeting of January 25, 2021 and sold to the capital markets on February 3, 2021. That means debt service coverage ratios, rate covenants, and other bond covenants of existing Water Fund debt will be affected by the City entering into a WIFIA loan. Therefore, the City's municipal advisor, NHA Advisors, will be working closely with both the Finance Department and the Public Works Department to analyze and present to Committee(s) and City Council the financial impact mentioned in the preceding paragraph.

Funding for the Project would be included in the Capital Improvement Program (CIP) starting in FY 2022-23 through FY 2027-28.

COMMITTEE OUTCOME

This item is scheduled for the February 23, 2021 Public Works and Transportation Committee date. At the time this agenda went to print, the item had not yet gone to committee. Therefore, the outcome was unknown at the time of posting. Staff is available to answer any questions.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. WIFIA ASR Application Resolution
2. WIFIA Application
3. Oxnard ASR Letter of Interest
4. Selection Notification_Oxnard
5. WIFIA ASR Application Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
SUBMITTAL OF A WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT
LOAN APPLICATION

WHEREAS, the U.S. Environmental Protection Agency has an available low interest (currently below 2%) loan for up to \$27,600,000 in Water Infrastructure Finance and Innovation Act funds which can be used for upgrades to and expansion of the City's Advanced Water Purification Facility (AWPF) to increase its capacity from the current 6.25 million gallons per day (mgd) to 12.5 mgd Upgrades will include product water disinfection equipment and improved site security systems and new water storage tanks, construction of six ASR wells – one demonstration well and five full-scale wells, a 20-inch diameter distribution pipeline to convey recovered groundwater from the ASR wells to three existing water blending stations (numbers 1, 3 & 6), and mechanical and electrical upgrades to those blending stations, as well as piping modifications and variable frequency drive pump replacements.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of an application by the City regarding Water Infrastructure Finance and Innovation Act funds by the City Manager for the aforementioned purposes. The City Council further resolves that the City Manager or designee is authorized to execute loan agreements; the Finance Director or designee is authorized to submit financial reports and approve special budget appropriations for the use of the WIFIA funds; and the Director of Public Works or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS _____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



For the WIFIA Application Instructions

The U.S. Environmental Protection Agency (EPA) will invite selected applicants to submit an application for Water Infrastructure Finance and Innovation Act (WIFIA) loans. Unsolicited applications will not be considered. Following selection, each selected applicant will be assigned a transaction team led by an underwriter. The transaction team can answer the applicant's questions regarding the application form, its attachments, and the project review, negotiation, and closing processes.

The applicant should answer all questions in this form. It may indicate if a requirement is not applicable to its project. Narrative answers can reference source documents by including the name of the document and relevant pages or sections and providing any referenced documents as attachments. The applicant must sign the Certification in the appropriate space and submit a scanned version of the signature pages to EPA. If the applicant anticipates a delay in one or more source documents, it should discuss the situation with its transaction team and indicate the anticipated date of submitting that document in the application. Additionally, the applicant is required to notify and submit to EPA any updated application materials that become available during the review period. EPA may request additional items from applicants on a case-by-case basis.

The applicant may assert a Confidential Business Information (CBI) claim covering part or all of the information submitted to EPA as part of its letter of interest, in a manner consistent with 40 C.F.R. 2.203, 41 Fed. Reg. 36902 (Sept. 1, 1976), by placing on (or attaching to) the information a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as trade secret, proprietary, or company confidential. The applicant should also state whether it desires confidential treatment until a certain date or until the occurrence of a certain event. Information covered by a business confidentiality claim will be disclosed by EPA only to the extent and only by means of the procedures set forth under 40 C.F.R. Part 2, Subpart B. Information that is not accompanied by a business confidentiality claim when it is received by EPA may be made available to the public by EPA without further notice to the applicant. More information about CBI is available in the WIFIA program handbook and frequently asked questions (FAQ) available at <http://www.epa.gov/wifia>.

The applicant must submit a non-refundable application fee. The application fee is \$25,000 for an application for a project serving small communities (population of not more than 25,000 people). For all other project applications, the application fee is \$100,000. For further information regarding the application fee, as well as the credit processing fee which will be charged at loan closing, and any other applicable fees, please see the [WIFIA fee rule](#).

WIFIA Application Submission

The final application submission must include:

1. Completed application form;
2. All attachments requested and referenced in this form; and
3. The application fee.



The applicant should reference the supporting document checklist provided on page 4 to ensure all needed information is provided in the application submission. Upon receipt of the application fee and materials, EPA will provide a confirmation email.

Application Form and Attachment Submittal: When finished, the application form and attachments must be uploaded to EPA's SharePoint site. To be granted access to the WIFIA SharePoint site, the applicant should email the WIFIA Underwriter assigned to the applicant with the names and emails of all staff that need access.

Application Fee Submittal: The applicant should use of Pay.gov to make electronic payments to EPA. In Pay.gov, the applicant can track its payments to EPA and schedule recurring or automatic payments. Although it is not mandatory to register for a user id to access and use Pay.Gov, registration is recommended to have access to all Pay.gov system functionality. To use Pay.gov, follow these instructions:

1. Access the Pay.gov system by going to <https://www.pay.gov> and search for WIFIA or click on the following hyperlink to directly launch the [WIFIA Loan Collection & Fees Form](#).
2. Provide the following information on the payment to ensure proper credit:
 - Remitter's contact phone number
 - Company/Organization Name as it appears on EPA document
 - Complete address, including city, state, zip code
 - Project Name
 - Loan Number: this is EPA WIFIA Loan number, NOT the remitter's number
 - From the "Payment Type" drop down menu select "Application Fee (Fee01)"
 - Other Description: please enter the EPA WIFIA Loan number followed by -FEE01, for example 16123DC-FEE01
3. Follow the remaining on-screen instructions to successfully process the payment to EPA.
4. Send an email to OCFO-OC-ACD-WIFIA@epa.gov and wifia_portfolio@epa.gov informing that a payment has been made.

The application fee may also be paid via FEDWIRE; for questions about payments, email to OCFO-OC-ACD-WIFIA@epa.gov and wifia_portfolio@epa.gov. For detailed payment instructions, contact the WIFIA program.

Burden

The public reporting and recordkeeping burden for this collection of information is estimated to average 200 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Regulatory Support Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Warning



US Environmental Protection Agency
WIFIA Program
Application

OMB Control No. 2040-0292
EPA Form No. 6100-032
Approval expires 4/24/2023

Falsification or misrepresentation of information or failure to file or report information required to be reported may be the basis for denial of financial assistance by the Environmental Protection Agency. Knowing and willful falsification of information required to be submitted and false statements to a Federal Agency may also subject you to criminal prosecution. See, for example, 18 U.S.C. §1001.

Additional information is available at <https://epa.gov/wifia> and by contacting wifia@epa.gov.



SUPPORTING DOCUMENT CHECKLIST

The applicant should submit its completed application form plus all relevant supporting documents listed in the checklist as attachments.

Question	Supporting Document(s)*	Included
Application Fee – Refer to fee instructions on page 2		
Section A: Key Applicant and Loan Information* (No attachments)		
9. System for Award Management (SAM) registration	Screen shot verifying active SAM registration^{1*}	☐
Section B: Applicant Background		
5. Capital Improvement Planning Process	Current year and previous 3 years Capital Improvement Plans	☐
7. Liabilities	Liabilities Description	☐
8. System Condition	- System Master Plan - System Condition Assessment	☐ ☐
10. Organization Chart	Organization Chart	☐
Section C: Financing Plan		
4. Preliminary Rating Letter	Preliminary Rating Letter*	☐
5. Audited Financial Statements	Audited Financial Statements (3 years)*	☐
6. Cash flow pro forma(s)	Cash flow pro forma*	☐
7. Rate Setting Process	- Rate Studies - Rate Schedules	☐ ☐
8. Flow of Funds	Flow of Funds	☐
9. Loan Agreement	- Master Indenture - Bond Ordinance	☐ ☐
Section D: Federal Requirements		
1. National Environmental Policy Act (NEPA)/ Programmatic Environmental Assessment Questionnaire	- Environmental Assessment (Draft or Final) - Environmental Impact Statement (Draft or Final) - Supporting Documentation - Programmatic Environmental Assessment Questionnaire	☐ ☐ ☐ ☐
2. SRF Environmental Review	- SRF Findings - SRF Consultation Documentation	☐ ☐
4. Cross-Cutter Consultation Agencies	- State Historic Preservation Officer - Fish and Wildlife Service - National Marine and Fisheries Service - Coastal Zone Management Agency - Other: Click or tap here to enter text.	☐ ☐ ☐ ☐ ☐
5. Additional Permits	Click or tap here to enter text.	☐

¹ Applicants must have an active registration in SAM to do business with the Federal Government. Registration information is available at <https://sam.gov/SAM/>.



	- Click or tap here to enter text. - Click or tap here to enter text.	☐ ☐
7. Additional Forms	 epa_form_6600_06.pdf  SFLLL_1_2-V1.2.pdf  epa_form_4700_4.pdf	☐ ☐ ☐
8. Uniform Act	Narrative of Compliance	☐
Section E: Contract Information (Refer to Supplemental Spreadsheet)		
Complete Section E of spreadsheet and indicate which of the following attachments are included: - Project Map - Preliminary Engineering Report - Preliminary Design Report - Planning Document - Executed Contract Documents - Procurement Documents - Detailed project schedule(s)* - Engineer's Cost Estimate associated with detailed project scope* - Existing Operation and Maintenance Plan - Professional Service Contract or similar evidence of new Operation and Maintenance Plan to be developed - Risk Mitigation Plan/Matrix - Project Management Plan - Evidence of Experience with Similar Projects - Draft of Final Bid Specifications with required language - Sample of Final Bid Specifications with required language		☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
Certifications		☐

*Required



APPLICATION FORM

Provide the following information in this form. Narrative answers can reference source documents (include the name of the document and relevant pages or sections). Provide any referenced documents as attachments.

Section A: Key Applicant and Loan Information

1. Legal name of prospective borrower:

Click or tap here to enter text.

2. Project name *(for purposes of identification assign a short name to the project)*:

Click or tap here to enter text.

3. Estimated total eligible project costs (in dollars):

Click or tap here to enter text.

- ☐ Check here if total eligible project costs have changed since the letter of interest submittal

4. Requested amount of the WIFIA loan (in dollars):

Click or tap here to enter text.

5. Anticipated Closing Date and what is driving date: Click or tap here to enter text.

6. Applicant Contact Information

Team Member	Name and Title	Email	Phone Number
Authorized Signatory	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
WIFIA Point of Contact	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Financial Advisor	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Bond Counsel	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Project Manager	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Environmental Review Contact	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.



US Environmental Protection Agency
WIFIA Program
Application

OMB Control No. 2040-0292
EPA Form No. 6100-032
Approval expires 4/24/2023

Other: Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Other: Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Other: Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

7. Employer/taxpayer identification number (EIN/TIN):

Click or tap here to enter text.

8. Dun and Bradstreet Data Universal Number System (DUNS) number:

Click or tap here to enter text.

9. Is the applicant registered in the System for Award Management (SAM)? If yes, provide

☐ Yes

☒ No



Section B: Applicant Background

1. Describe the authorizing actions required by the applicant in order to enter into a loan agreement with the WIFIA program (e.g., board vote, local vote, ordinance).

[Click or tap here to enter text.]

2. Disclose any current, threatened, or pending litigation involving the applicant related to permitting, public involvement, environmental irregularities, construction defects, securities fraud, conflict of interest, failure to perform under a State or Federal contract, or other charges which may reflect on the applicant's financial position or ability to complete the project(s).

[Click or tap here to enter text.]

3. List the historical, if available, or projected customer concentration analysis, including a breakdown of customers by class (residential, non-residential, commercial, bulk, etc.), usage, and revenues for the past 12 months and a list of the top ten (10) customers by percentage of revenues.

[Click or tap here to enter text.]

4. Provide the average residential customer combined water and sewer rates as a percentage of Median Household Income.

[Click or tap here to enter text.]

5. Describe the applicant's capital improvement planning process. Include a capital improvement plan, other planning documents, and capital budgets produced in the current year and previous three (3) years as attachments.

[Click or tap here to enter text.]

6. Describe accounts receivables outstanding, including the 12-month trailing average of on-time payment amounts as a percentage of amount billed per period. Include a brief description of the process for collections.

[Click or tap here to enter text.]

7. Describe or provide an attachment with the status of liabilities and funding for pension contributions, defined benefits, and other post-employment benefits.

[Click or tap here to enter text.]

8. Provide the latest system condition assessment report or master plan available for the water and/or wastewater system this project supports. If a report or plan is unavailable, provide a



brief description of significant facilities (i.e. pump stations or treatment plants) within the system, including construction and major rehabilitation dates, and any asset management processes utilized for the system.

[Click or tap here to enter text.]

9. If applicable, describe community outreach efforts conducted to date and planned for the project(s). Include community meetings, outreach sessions and groups contacted.

[Click or tap here to enter text.]

For Project and Corporate Financing Transactions Only:

10. Provide a project-level organizational chart, include the major parties involved in planning, owning, financing, providing supply and/or offtake, constructing, operating, and/or maintaining the project(s). Include the major service contractors that have been, or will be, retained for the project (e.g., architects, developers, engineers, attorneys, financial advisors and underwriters, environmental consultants). Please also disclose if there is a financial relationship between the project sponsor and any key project partners.

[Click or tap here to enter text.]



Section C: Financing Plan

1. Provide a sources and uses of funds table for the construction period(s), including the proposed WIFIA assistance. For applicants other than Public Entities, please identify the amount and source(s) of project equity, letters of credit, and other sources of debt as applicable. Note any ineligible project costs. More information about eligible costs is available in the [WIFIA program handbook](#). If other debt is being issued, describe the timing and certainty.

Sources Category	Estimated Dollar Value
1. WIFIA Loan (cannot exceed 49% of eligible costs)	Click or tap here to enter text.
2. Revenue Bonds	Click or tap here to enter text.
3. SRF Loan	Click or tap here to enter text.
4. Borrower Cash	Click or tap here to enter text.
5. Previously Incurred Eligible Costs*	Click or tap here to enter text.
6. Other (please specify) Click or tap here to enter text.	Click or tap here to enter text.
TOTAL SOURCES	Click or tap here to enter text.
Uses Category	Estimated Cost
1. Construction	Click or tap here to enter text.
2. Design	Click or tap here to enter text.
3. Planning	Click or tap here to enter text.
4. Land Acquisition	Click or tap here to enter text.
5. Other Capital Costs	Click or tap here to enter text.
6. Contingency	Click or tap here to enter text.
7. Total Capital Costs	Click or tap here to enter text.
8. Financing Costs	Click or tap here to enter text.
9. Ineligible Costs (if applicable)	Click or tap here to enter text.
10. Other (please specify) Click or tap here to enter text.	Click or tap here to enter text.
TOTAL USES	Click or tap here to enter text.

Eligible Costs are project related costs incurred prior to the WIFIA loan's execution. Please see the WIFIA Program Handbook for additional information on Eligible Costs.

2. Describe the proposed credit terms of the WIFIA assistance. Complete the following table and include additional text below.

Credit Term	Proposed
Lien Priority	☐ Senior Lien Subordinate Lien: all project debt ☐ having the same priority as the WIFIA loan.



3.		Subordinate Lien: not all project debt has the same priority as the WIFIA loan. A springing lien will be used in a bankruptcy related event.
	Security Pledge	Click or tap here to enter text.
	WIFIA Loan Maturity Date	Click or tap here to enter text.

Provide all dedicated revenue sources to be used to repay project financing, the expected rate(s), and the base to which such rates will be applied (e.g. average monthly consumption). Include rate covenant requirements that may affect these revenue sources.

Click or tap here to enter text.

4. Provide the file name for and submit a new or recent preliminary rating letter from a nationally recognized statistical rating organization opining on the proposed WIFIA financing and describing the applicant's ability to obtain an investment grade rating on the project's senior obligations. An existing rating may be used in place of a preliminary rating letter if it is recent and actively maintained. The applicant should discuss using an existing rating with its transaction team prior to application submittal.

Click or tap here to enter text.

5. Provide the year-end audited financial statement for the applicant for past three (3) years, as an attachment, and enter the file names below.

Click or tap here to enter text.

6. Attach the financial model for the project(s) and provide its file name below. All amounts should be expressed on a cash (year-of-expenditure) basis and should clearly show assumptions used to arrive at such estimates. A sample pro forma can be found [here](#). The pro forma(s) should include:

- Details on projected revenues, operations and maintenance expense, capital expenditures and other key line items. Include rate changes and inflation factors as appropriate;
- Estimated total debt service coverage. Also show senior and junior lien debt coverages separately, if applicable;
- Disbursement and repayment schedule for all debt sharing the WIFIA security, addressing, as applicable, senior- and junior-lien debt. Same lien debt amounts may be aggregated;
- Anticipated disbursement and repayment schedule of the requested WIFIA loan.

Click or tap here to enter text.



-
7. Describe the rate setting process, including regulations governing rate setting, approval requirements, timing for implementation, etc. Include 10 years of rate schedule history for the applicant and specify if recommended rate increases were ever rejected.

[Click or tap here to enter text.](#)

8. If available, provide a flow of funds diagram or description and summarize key obligations in the flow of funds.

[Click or tap here to enter text.](#)

9. Describe what document(s) will be the starting point for the WIFIA loan agreement:

☒ Standard WIFIA loan agreement.

☐ Existing Master Indenture or Bond Ordinance. Included as an attachment is the Existing Master Indenture or Bond Ordinance.

☐ Customized loan agreement for the project(s) and applicant.

☐ Other. [Click or tap here to enter text.](#)

Additional notes for loan agreement: [Click or tap here to enter text.](#)



Section D: Federal Requirements Compliance

1. Describe the status of the environmental review in accordance with the National Environmental Policy Act (NEPA). If applicable, submit the [Programmatic Environmental Assessment \(PEA\) Questionnaire form](#), Environmental Assessment (draft or final), or Environmental Impact Statement (draft or final),

[Click or tap here to enter text.](#)

2. Describe the status of the SRF environmental review, if applicable. Submit the available SRF Findings and/or SRF consultation documentation.

[Click or tap here to enter text.](#)

3. If the environmental review for the project is underway or complete, complete the following table to identify the anticipated impacts and mitigations. Mark a "X" in the appropriate column to identify the impacts anticipated for each resource type and, if applicable, provide a short explanation of the mitigations.

Resource Type	Anticipated Impacts			Mitigations
	No Impact	Less Than Significant Impact	Potentially Significant Impact	
Water	☐	☐	☐	Enter text here.
Biological	☐	☐	☐	Enter text here.
Cultural	☐	☐	☐	Enter text here.
Others as Applicable	☐	☐	☐	Enter text here.

4. Identify any agencies with which cross-cutter consultations have been undertaken for the project and include supporting documentation as attachments. (Check all that apply)

- ☐ State Historic Preservation Officer
☐ Fish and Wildlife Service
☐ National Marine and Fisheries Service
☐ Coastal Zone Management Agency
☐ Other [Click or tap here to enter text.](#)

5. Describe the status of any additional permits and approvals that the project(s) may require. Add additional rows as needed. If providing permit information as attachments, list the filenames below.

Major Permits or Approvals Required	Approving Authority	Status	Expected Approval Date
-------------------------------------	---------------------	--------	------------------------



Enter text here.		Enter text here.		Enter text here.		Enter date here.	
Enter text here.		Enter text here.		Enter text here.		Enter date here.	
Enter text here.		Enter text here.		Enter text here.		Enter date here.	

|Click or tap here to enter text.|

6. If applicable, specify if a new or relocated discharge, either permanent or temporary, to surface or groundwater is expected or new or relocated water intakes are expected.

|Click or tap here to enter text.|

7. Additional forms will need to be completed and submitted prior to closing the WIFIA loan. Check all that are included with the application:



epa_form_6600_06.
pdf

☐

SFLLL_1_2-V1.2.pdf

☐

epa_form_4700_4.p
df

☐

8. If the project(s) include acquisition of real property, identify how the project complies or will comply with [Uniform Relocation Assistance and Real Property Acquisition Policies Act](#) (Uniform Act).

|Click or tap here to enter text.|

Section E: Contract Information

Complete the "Section E: Supplemental Spreadsheet." Instructions for each column are available on the first tab labeled "Instructions – Section E". Provide answers for each project in the application using separate rows designated, "Contract 1, Contract 2, etc."



CERTIFICATIONS

1. *National Environmental Policy Act:* The applicant acknowledges that any project receiving credit assistance under this program must comply with all provisions of the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.)
2. *American Iron and Steel:* The applicant acknowledges that any project receiving credit assistance under this program for the construction, alteration, maintenance, or repair of a project may only use iron and steel products produced in the United States and must comply with all applicable guidance.
3. *Prevailing Wages:* The applicant acknowledges that all laborers and mechanics employed by contractors or subcontractors on projects receiving credit assistance under this program shall be paid wages at rates not less than those prevailing for the same type of work on similar construction in the immediate locality, as determined by the Secretary of Labor, in accordance with sections 3141-3144, 3146, and 3147 of Title 40 (Davis-Bacon wage rules).
4. *Credit Ratings:* This applicant has received a preliminary rating opinion letter(s) on the project's senior debt instrument, from one or more rating agencies. These letters or ratings are attached.
5. *Credit Processing Fees:* The undersigned certifies that it will reimburse EPA for its costs incurred in negotiating the credit agreement, irrespective of whether the credit agreement is executed.
6. *Lobbying:* Section 1352 of Title 31, United States Code provides that none of the funds appropriated by any Act of Congress may be expended by a recipient of a contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, or an employee of a Member of Congress in connection with the award or making of a Federal contract, grant, loan, or cooperative agreement or the modification thereof. EPA interprets this provision to include the use of appropriated funds to influence or attempt to influence the selection for assistance under the WIFIA program.

WIFIA applicants must file a declaration: (a) with the submission of an application for WIFIA credit assistance; (b) upon receipt of WIFIA credit assistance (unless the information contained in the declaration accompanying the WIFIA application has not materially changed); and (c) at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration previously filed in connection with the WIFIA credit assistance.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement,



- the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
7. *Debarment*: The undersigned further certifies that it is not currently: 1) debarred or suspended from participating in any Federal programs; 2) formally proposed for debarment, with a final determination still pending; or 3) indicted, convicted, or had a civil judgment rendered against it for any of the offenses listed in the Regulations Governing Debarment and Suspension (Governmentwide Nonprocurement Debarment and Suspension Regulations: 2 C.F.R. Part 180 and Part 1532).
8. *Default/Delinquency*: The undersigned further certifies that neither it nor any of its subsidiaries or affiliates are currently in default or delinquent on any debt or loans provided or guaranteed by the Federal Government.
9. *Other Federal Requirements*: The applicant acknowledges that it must comply with all other federal statutes and regulations, as applicable. A non-exhaustive list of federal cross-cutting statutes and regulations can be found at : <https://www.epa.gov/wifia/wifia-resources#complianceanchor>.
10. *Signature*: By submitting this application, the undersigned certifies that the facts stated and the certifications and representations made in this application are true, to the best of the applicant's knowledge and belief after due inquiry, and that the applicant has not omitted any material facts. The undersigned is an authorized representative of the applicant.

Name:
Title:
Organization:
Street Address:
City/State/Zip:
Phone:
E-mail:

Signature: _____

Date Signed: _____



KEY DEFINITIONS

- (a) *Administrator* means the Administrator of EPA.
- (b) *Community water system* has the meaning given the term in section 1401 of the Safe Drinking Water Act (42 U.S.C. 300f).
- (c) *Credit assistance* means a secured loan or loan guarantee under WIFIA.
- (d) *Credit agreement* means a contractual agreement between EPA and the project sponsor (and the lender, if applicable) that formalizes the terms and conditions established in the term sheet (or conditional term sheet) and authorizes the execution of a secured loan or loan guarantee.
- (e) *Eligible project costs* mean amounts, substantially all of which are paid by, or for the account of, an obligor in connection with a project, including the cost of:
 - (1) Development-phase activities, including planning, feasibility analysis (including any related analysis necessary to carry out an eligible project), revenue forecasting, environmental review, permitting, preliminary engineering and design work, and other preconstruction activities;
 - (2) Construction, reconstruction, rehabilitation, and replacement activities;
 - (3) The acquisition of real property or an interest in real property (including water rights, land relating to the project, and improvements to land), environmental mitigation (including acquisitions pursuant to section 33 U.S.C. §3905(7)), construction contingencies, and acquisition of equipment; and
 - (4) Capitalized interest necessary to meet market requirements, reasonably required reserve funds, capital issuance expenses, and other carrying costs during construction.
- (f) *Investment-grade rating* means a rating category of BBB minus, Baa3, bbb minus, BBB (low), or higher assigned by a nationally recognized statistical rating organization (NRSRO) to project obligations offered into the capital markets.
- (g) *Iron and steel products* means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (h) *Nationally Recognized Statistical Rating Organization (NRSRO)* means a credit rating agency identified and registered by the Office of Credit Ratings in the Securities and Exchange Commission.
- (i) *Project* means:
 - (1) Any project for flood damage reduction, hurricane and storm damage reduction, environmental restoration, coastal or inland harbor navigation improvement, or inland and intracoastal waterways navigation improvement that the Secretary determines is technically sound, economically justified, and environmentally acceptable, including—



-
- (A) a project to reduce flood damage;
 - (B) a project to restore aquatic ecosystems;
 - (C) a project to improve the inland and intracoastal waterways navigation system of the United States; and
 - (D) a project to improve navigation of a coastal or inland harbor of the United States, including channel deepening and construction of associated general navigation features.
- (2) 1 or more activities that are eligible for assistance [under section 1383\(c\) of this title](#), notwithstanding the public ownership requirement under paragraph (1) of that subsection.
 - (3) 1 or more activities described in section [300j-12\(a\)\(2\) of title 42](#).
 - (4) A project for enhanced energy efficiency in the operation of a public water system or a publicly owned treatment works.
 - (5) A project for repair, rehabilitation, or replacement of a treatment works, community water system, or aging water distribution or waste collection facility (including a facility that serves a population or community of an Indian reservation).
 - (6) A brackish or sea water desalination project, including chloride control, a managed aquifer recharge project, a water recycling project, or a project to provide alternative water supplies to reduce aquifer depletion.
 - (7) A project to prevent, reduce, or mitigate the effects of drought, including projects that enhance the resilience of drought-stricken watersheds.
 - (8) Acquisition of real property or an interest in real property—
 - (A) if the acquisition is integral to a project described in paragraphs (1) through (6); or
 - (B) pursuant to an existing plan that, in the judgment of the Administrator or the Secretary, as applicable, would mitigate the environmental impacts of water resources infrastructure projects otherwise eligible for assistance under this section.
 - (9) A combination of projects, each of which is eligible under paragraph (2) or (3), for which a State infrastructure financing authority submits to the Administrator a single application.
 - (10) A combination of projects secured by a common security pledge, each of which is eligible under paragraph (1), (2), (3), (4), (5), (6), (7), or (8), for which an eligible entity, or a combination of eligible entities, submits a single application.
- (j) *Public entity* means:
- (1) a Federal, State, or local Governmental entity, agency, or instrumentality; or
 - (2) a Tribal Government or consortium of Tribal Governments.
- (k) *Publicly sponsored* means the obligor can demonstrate, to the satisfaction of the Administrator that it has consulted with the affected State, local or Tribal Government in which the project is located, or is otherwise affected by the project, and that such government supports the proposed project. Support can be shown by a certified letter signed by the approving municipal department or similar agency, mayor or other similar designated authority, local ordinance, or any other means by which local government approval can be evidenced.



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- (l) *Small Community* means a community with a population of no more than 25,000 individuals.
- (m) *State* means any one of the fifty states, the District of Columbia, Puerto Rico, or any other territory or possession of the United States.
- (n) *State infrastructure financing authority* means the State entity established or designated by the Governor of a State to receive a capitalization grant provided by, or otherwise carry out the requirements of, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et. seq.) or section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12).
- (o) *Term sheet* means a contractual agreement between EPA and the project sponsor (and the lender, if applicable) that sets forth the key business terms and conditions of a Federal credit instrument. Execution of this document represents a legal obligation of budget authority.
- (p) *Treatment works* has the meaning given the term in section 212 of the Federal Water Pollution Control Act (33 U.S.C. 1292).
- (q) *WIFIA* means the Water Infrastructure Finance and Innovation Act of 2014, Pub. L. 113-121, 128 Stat, 1332, codified at 33 U.S.C. §§ 3901-3914.

WIFIA Letter of Interest Instructions

A prospective borrower seeking Water Infrastructure Finance and Innovation Act (WIFIA) credit assistance must complete and submit this letter of interest form and provide requested attachments to the U.S. Environmental Protection Agency (EPA) by the deadline announced in the [Notice of Funding Availability](#) (NOFA). In its submittal, the prospective borrower:

- 1) Describes itself and its proposed project(s);
- 2) Provides key financial and engineering information and documents; and
- 3) Explains how the project meets the [WIFIA selection criteria](#).

The prospective borrower should answer all questions in this form. Narrative answers can reference source documents by including the name of the document and relevant pages or sections and providing any referenced documents as attachments. The prospective borrower must sign Sections E and F in the appropriate spaces and submit a scanned version of the signature pages to EPA.

A prospective borrower may assert a Confidential Business Information (CBI) claim covering part or all of the information submitted to EPA as part of its letter of interest, in a manner consistent with 40 C.F.R. 2.203, 41 Fed. Reg. 36902 (Sept. 1, 1976), by placing on (or attaching to) the information a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as trade secret, proprietary, or company confidential. The prospective borrower should also state whether it desires confidential treatment until a certain date or until the occurrence of a certain event.

Information covered by a business confidentiality claim will be disclosed by EPA only to the extent and only by means of the procedures set forth under 40 C.F.R. Part 2, Subpart B. Information that is not accompanied by a business confidentiality claim when it is received by EPA may be made available to the public by EPA without further notice to the prospective borrower. More information about CBI is available in the [WIFIA program handbook](#) and frequently asked questions (FAQ) available at <http://www.epa.gov/wifia>.

The total length of the letter of interest form should not exceed 50 pages, excluding any attachments. Responses should be on single-spaced, standard-sized 8 ½" x 11" pages. Page margins should not be less than 1-inch. Font size should not be smaller than 11-point Calibri. There is no limit to the number or length of attachments provided. Attachments should be the most recent versions of the documents available at the time of submission and may be draft or preliminary. Attachments must be referenced in the letter of interest form to be considered.

The final letter of interest submission must include:

- 1) A completed version of this letter of interest form (in Microsoft Word)
- 2) Scanned signature pages (Sections E and F) (in PDF)
- 3) All attachments requested and referenced in the letter of interest form

When finished, the letter of interest form and attachments may be submitted either by:

- 1) Emailing the documents as attachments to wifia@epa.gov; or

- 2) Uploading the documents to EPA's SharePoint site. To be granted access to the SharePoint site, the prospective borrower can request access to SharePoint by emailing wifia@epa.gov. Requests to upload documents must be made in advance of the deadline as outlined in the NOFA.

After EPA's intake process is complete, it will provide a confirmation email to the contacts listed in Section D.

Additional instructions and resources for completing and submitting this letter of interest are available in the [NOFA](#), [WIFIA program handbook](#), and WIFIA website (www.epa.gov/wifia). Questions may be submitted to the WIFIA program office at wifia@epa.gov.

_ Burden

The public reporting and recordkeeping burden for this collection of information is estimated to average 60 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, included through the use of automated collection techniques to the Director, Regulatory Support Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

_ Warning

Falsification or misrepresentation of information or failure to file or report information required to be reported may be the basis for denial of financial assistance by EPA. Knowing and willful falsification of information required to be submitted and false statements to a Federal Agency may also subject you to criminal prosecution. See, for example, 18 U.S.C. §1001.

Additional information about the WIFIA program and the letter of interest form is available at <https://epa.gov/wifia> and by contacting wifia@epa.gov.



LETTER OF INTEREST

Provide the following information in this form or as narrative answers. Narrative answers can reference source documents (include the name of the document and relevant pages or sections). Provide any referenced documents as attachments.

Section A: Key Loan Information

1. Legal name of prospective borrower:

The City of Oxnard (City, Oxnard)

2. Other names under which the prospective borrower does business:

None

3. Project name (*assign a short name to the project for purposes of identification*):

Aquifer Storage Recovery (ASR) Project (project)

4. Provide a brief description of the project(s) seeking financing. Limit the description to the elements included in the estimated total projects costs in Question A-7. (Word Limit: 300).

The project consists of the design and implementation of enhancements to the City's recycled water system to increase production of advanced treated water, expand aquifer storage and recovery (ASR), and distribute treated water in order to augment potable water supplies for long-term water supply reliability. Project implementation will allow the City to increase production and use of recycled water treated at the City's existing Advanced Water Purification Facility (AWPF) and sustainably maximize groundwater pumping from the Oxnard Groundwater Basin. This would occur by supplying AWPF effluent to agricultural users and pumping an equivalent amount of groundwater through pump-back allocations for potable demands. At the same time, ASR and indirect potable reuse (IPR) would be expanded to increase potable water supplies and improve blended water quality. ASR allows high quality AWPF-treated water to be injected into the local groundwater aquifer and subsequently extracted for IPR.

The project is a major component of the City's Groundwater Recovery Enhancement and Treatment (GREAT) program, which was initiated to secure reliable water supplies for the community by focusing on water reuse as the key to a sustainable water supply portfolio. The proposed project encompasses the following components:

- 1) Upgrades to and expansion of the City's AWPF to increase its capacity from the current 6.25 million gallons per day (mgd) to 12.5 mgd. Upgrades will include product water disinfection equipment and improved site security systems and new water storage tanks;
- 2) Construction of six ASR wells – one demonstration well and five full-scale wells;



- 3) A 20-inch diameter distribution pipeline to convey recovered groundwater from the ASR wells to three existing water blending stations (numbers 1/6 [located adjacent to each other], and 3); and
 - 4) Mechanical and electrical upgrades to those blending stations, as well as piping modifications and variable frequency drive pump replacements.
5. Describe the project's or projects' purpose(s) (including quantitative or qualitative details on public benefits the project will achieve). If the loan contains more than one project, the projects must serve a common purpose. Describe the common purpose that the projects share (i.e. addressing sanitary sewer overflows or improving drinking water quality). (Word limit: 300).

The purpose of the project is to optimize and expand the City's AWPf production in combination with ASR operations to increase local water supply availability and reliability as well as improve overdraft and water quality conditions of the Oxnard Basin. The project would improve the City's long-term supply reliability even during times of drought which is becoming an increasing challenge statewide. The City supplies water from the local Oxnard Basin, imported groundwater from United Water Conservation District (UWCD) and imported surface water from the State Water Project (SWP) via Calleguas Municipal Water District. While the City can meet its existing water demands, the City is facing increased uncertainty of supplies to meet future demands, especially as groundwater becomes increasingly restricted and SWP supplies are less reliable during drought conditions. The Oxnard Basin is in a state of critical overdraft and is plagued by high total dissolved solids (TDS), in addition to being vulnerable to seawater intrusion.

The City's AWPf is capable of producing a reliable and sustainable supply of high-quality water that could augment potable water supplies, however the current AWPf capacity is underutilized due to lack of distribution infrastructure. At the same time, City projections of substantial water shortages by 2040 indicate the need for supplemental supplies. The proposed project would enable production and use of 14,000 AFY of advanced treated water from the AWPf which would be used for IPR. ASR wells would help replenish the Oxnard Basin and improve groundwater basin conditions while decreasing the City's reliance on imported water. Overall, the project is critical in increasing the City's ability to reliably meet future demands, even during drought conditions. Additionally, the project would help keep water rates affordable for its customers, many of which are economically stressed.

6. Requested amount of the WIFIA loan (in dollars). This amount may be no more than 49% of the estimated eligible project costs provided in question A-7:

\$27,600,000

7. Estimated total eligible project costs (in dollars):

\$56,330,000



8. Identify the month and year the prospective borrower will submit an application. (Assume invitations to apply will be issued approximately 90 days from letter interest submission deadline).

April 2021

9. Identify the month and year the prospective borrower wants to close its WIFIA loan.

December 2021

10. Identify the type of entity that the prospective borrower is (pick one):

- ☐ A. Corporation
- ☐ B. Partnership
- ☐ C. Joint Venture
- ☐ D. Trust
- ☒ E. Federal, State, or Local Governmental Entity, Agency, or Instrumentality
- ☐ F. Tribal Government or Consortium of Tribal Governments
- ☐ G. State Infrastructure Finance Authority

11. If option E, F, or G was selected in question A-10, does the prospective borrower have legal authority to carry out the proposed project activities described in this Letter of Interest?

- ☒ Yes ☐ No ☐ Not Applicable

If yes, cite the legal authority.

The California Constitution (Article XI, § 9(a)) provides that: "A municipal corporation may establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication. It may furnish those services outside its boundaries, except within another municipal corporation which furnishes the same service and does not consent."

12. If "C. Joint Venture" was selected in question A-10, describe the organizational structure of the project(s) and attach an organizational chart illustrating this structure. Explain the relationship between the prospective borrower, the project, and other relevant parties. Include individual members or titles of the project team(s) and their past experiences with projects of similar size and scope. If multiple parties are involved in the project's construction, maintenance, and operation, describe the project's risk allocation framework.

Not applicable.



13. County(ies) Served by project(s)

County of Ventura

14. Population Served by project(s)

The project will serve and benefit the entire Oxnard water service area which includes the majority of the incorporated area of the City of Oxnard as well as small portions of unincorporated Ventura County. This area currently encompasses a population of approximately 210,000. By 2040, the population is projected to increase to nearly 260,000.

15. Total population served by system

As noted above, the current population served by the system is 210,000 and is expected to grow to nearly 260,000 by 2040.

16. Borrower department and division name:

City of Oxnard, Public Works

17. Business street address:

305 W 3rd Street, Oxnard, CA 93030

18. Mailing street address (if different from above):

Same as above.

19. Employer/taxpayer identification number (EIN/TIN):

95-6000756

20. Dun and Bradstreet Data Universal Number System (DUNS) number:

081790214

21. National Pollutant Discharge Elimination System (NPDES) and/ or Public Water System (PWS) number (if applicable):

Oxnard Wastewater Treatment Plant Permit: Order R-2013-0094, NPDES No. CA0054097

Public Water System Number: 5610007



22. If the prospective borrower is not a public entity, is the project(s) publicly sponsored? Please explain.

The City of Oxnard is a public entity.



Section B: Engineering & Credit

1. Provide a technical report such as a preliminary design/engineering report or planning document for each aspect of the project(s). Provide the filename(s) in the textbox.

If no technical reports are available, provide a detailed description of all major project components. Indicate whether the project involves the construction of new facilities or the renovation or replacement of existing ones. Describe each of the project components in terms of dimensions, quantities, capacities, and square footage, etc.

B.1a_Engineering Report Volume 1: This Engineering Report was prepared for approval by the State Water Resources Control Board and documents water quality in accordance with regulatory objectives.

B.1b_Engineering Report Volume 2: This document contains the appendices to the Engineering Report, including the monitoring program, hydrogeological report, and test results.

B.1c_Integrated Master Plan Summary Report: This report describes the alternatives analysis, project need, and recommended approach for implementation of the City's capital improvements, with focus on the proposed project.

2. Present the overall project schedule start and end dates for key milestones and costs in the provided tables. For WIFIA loans with one project, fill out Row 1. For WIFIA loans with multiple projects, fill out and create as many rows as needed.

Project Name	Planning	Design	Construction
ASR Demonstration Well Equipment Fit-out	5/2/2016 - 9/1/2019	9/1/2019 – 9/30/2020	4/1/2021 – 9/1/2021
AWPF Expansion	9/1/2021 – 9/1/2023	9/1/2023 – 3/1/2025	3/1/2025 – 7/1/2026
Five Additional Wells	9/1/2021 1 –9/1/2023	9/1/2023 3 –9/1/2024	1/2/2025 5 –9/1/2026
20-inch Diameter Distribution Pipeline	1/1/2022 – 9/1/2023	1/2/2024 – 12/31/2024	3/1/2025 – 12/1/2025
Blending Station Upgrades	1/1/2022 2 –9/1/2023	1/2/2024 – 12/31/2024	3/1/2025 – 12/1/2025

3. Choose the proposed lien priority for the WIFIA loan.



US Environmental Protection Agency OMB Control No. 2040-0292 **WIFIA Program** EPA
Form No. 6100-030 **Letter of Interest** Approval expires 12/31/2019

4. Provide an existing credit rating that is less than a year old or is actively maintained. If a credit rating is not available, describe how the senior obligations of the project will achieve an investment-grade rating.

The existing credit rating is A, as documented in the attached report (B.4_SP-Rating-10-2019.)

5. If an existing credit rating is not available, provide a financial pro forma and three years of audited financial statements. Indicate the filenames in the textbox below.

The financial pro forma should include key long-term (at least 10 years, but no greater than the proposed life of the WIFIA loan) revenues, expenses, and debt repayment assumptions for the revenue pledged to repay the WIFIA loan.

The financial pro forma should be provided in an editable Microsoft Excel format, not in PDF or "values" format and include, at a minimum, the following:

- a. Sources of revenue
- b. Operations and maintenance expenses
- c. Dedicated source(s) of repayment
- d. Capital expenditures
- e. Debt service payments
- f. Projected debt service coverage ratios for total existing debt and the WIFIA debt g.
- The project's or system's debt balances broken down by funding sources h. Equity distributions, if applicable

If available, include sensitivity projections for pessimistic, base and optimistic cases. A sample financial pro forma is available at <https://www.epa.gov/wifia/wifia-application-materials-and-resources>. Provide the financial pro forma filename in the textbox.

Not applicable.



US Environmental Protection Agency OMB Control No. 2040-0292 **WIFIA Program** EPA
Form No. 6100-030 **Letter of Interest** Approval expires 12/31/2019

6. Provide a **sources and uses of funds** table for the construction period(s), including the proposed WIFIA loan. For prospective borrowers other than Public Entities, add rows as needed to identify the amount and source(s) of project equity, letters of credit, and other sources of debt as applicable. Note any ineligible project costs. More information about eligible costs is available in the [WIFIA program handbook](#). Indicate the certainty of other sources of funding.

Sources Category	Estimated Dollar Value	Funding Certainty
1. WIFIA Loan (cannot exceed 49% of eligible costs)	\$27,600,000	N/A
2. Revenue Bonds	Click or tap here to enter text.	Choose an item.
3. SRF Loan	Click or tap here to enter text.	Choose an item.
4. Borrower Cash	Click or tap here to enter text.	Choose an item.
5. Previously Incurred Eligible Costs*	\$1,600,000	Certain
6. Other (please specify) Rates, taxes, and fees	\$27,130,000	Certain
TOTAL SOURCES	\$56,330,000	
Uses Category	Estimated Cost	
1. Construction	\$43,000,000	
2. Design	\$4,300,000	
3. Planning	\$1,075,000	

4. Land Acquisition		Click or tap here to enter text.			
5. Other Capital Costs		\$3,225,000			
6. Contingency		\$4,730,000			
7. Total Capital Costs		\$56,330,000			
8. Financing Costs		Click or tap here to enter text.			
8. Ineligible Costs (if applicable)		Click or tap here to enter text.			
9. Other (please specify)	Click or tap here to enter text.	Click or tap here to enter text.			
10. Other (please specify) Click or tap here to enter text.		Click or tap here to enter text.			
TOTAL USES		\$56,330,000			

*Previously Incurred Eligible Costs are project related costs incurred prior to the WIFIA loan's execution. Please see the WIFIA Program Handbook for additional information on Eligible Costs.

For funding sources that are uncertain (excluding the WIFIA Loan), explain alternative funding that could be used if the funding source is not available.

A note to the "Other" Source Category: Existing water sale rates generate funds that are used to maintain and operate the existing water system, as well as secure new water sources such as this project. Funding through water sales is certain, however if a WIFIA loan is unavailable the City would continue to search for grant opportunities and alternative funding sources. If no other sources become available, the schedule of the project would be extended to allow for payment through water sales.



Section C: Selection Criteria

For each question answered yes, provide a response to explain how the project seeking the WIFIA loan achieves the stated result. When applicable, reference attachments. Responses to these questions will allow the WIFIA program to evaluate the project in relation to the selection criteria outlined in the NOFA. If the Letter of Interest contains multiple projects, include information about any of the projects that would fit the selection criteria. See [Attachment A: Selection Criteria & Scoring](#) for more information.

1. Will the project create construction jobs?

☐ ☐

It is estimated that the project would create at least 25 construction jobs. Each component of the project will require a contractor that specializes in a particular area: well drilling, well pump installation, instrumentation and controls, treatment plant expansion, water storage, and underground utilities.

2. Will the project create post-construction jobs?

☐ ☐ Yes

If yes, provide approximately how many and explain how this number was calculated.

The expanded AWPf will have dedicated water treatment operators. The additional distribution lines and ASR wells will require additional distribution operators. It is estimated that 10 operators would be needed to fill these new positions.

3. Will the project support economic growth?

☐ ☐

If yes, explain how.

Oxnard is the largest city in Ventura County and is at the center of a regional agricultural industry with a growing business industry. This project will support economic growth within and beyond the project area as a result of the large financial investment and the increased reliability of local water resources resulting from the project. Infrastructure projects, such as this proposed project, produce economic benefits through the creation of jobs, increased demand for goods and services for construction activities, and extra spending of hired workers. The proposed project represents a large financial investment that will benefit all of those areas. As noted above, the project is estimated to create at least 25 construction and 10 post construction jobs. If we assume that each construction worker is paid \$60/hour and works for an average of two years on the project, construction jobs would generate nearly over \$6.2 million



in economic benefit to the region. In addition, if we assume each new post-construction worker is compensated \$80,000 a year, nearly \$1 million a year of economic benefit would result from the creation of new post-construction jobs.

In addition, and more importantly, this project will support long-term economic growth and prosperity by increasing water security in the Oxnard water service area. The City's Economic Development goals include having a "strong economic and fiscal base critical to sustaining long term prosperity for Oxnard residents and businesses." This goal can only be achieved if water supplies are sufficient to meet the demands of the community. However, it was estimated in

recent studies that the Oxnard water service area could experience water shortages of between about 4,000 AFY to 12,000 AFY by 2040, based on potential supply availability and projected demands. Projected demands are based on population growth which is estimated to occur at a rate of about 0.5 percent over the next 25 years. This growth is the low-end growth and development projected in the City's General Plan. Unless the City secures new water supplies, such as with the proposed project, water shortages could impact the City's ability to reliably meet its future service area demands which could in turn negatively impact the local economy. Water shortages can lead to mandatory customer water use restrictions that can inhibit economic productivity and growth across the City and lead to reduced revenue by the City from reduced water sales.

Starting in 2014, as a result of the recent severe drought, the City declared a Stage 2 water shortage condition, thereby mandating water conservation actions by its customers. While efficient water use with or without shortages is encouraged by the City, mandatory conservation actions could limit growth, delay construction and similar investments, and produce potentially significant challenges to the City's economic base. In addition, as consumption decreases due to mandatory or voluntary restrictions, less water is sold to customers thereby resulting in water service revenue reductions. Greater reductions result in additional proportional revenue losses. In turn, these revenue impacts may result in reduced capital expenditures which could delay major construction projects. Ensuring sufficient supplies is critical to meeting customer water needs and maintaining the community's jobs and economic base.

As the largest city in Ventura County, jobs within the City of Oxnard make up nearly 20 percent of the County's total jobs, with over 65,000 jobs. The City is also the County's largest industrial center with major industries including agriculture, manufacturing, retail, and healthcare. Agriculture is the largest industry, making up nearly 14 percent of industry in Oxnard and contributing to the County's rank in total crop value as 10th among California counties and 11th among counties nationwide. The total value of County agricultural production in 2018 was \$2.1 billion, to which the City agricultural areas contributes. The agricultural industry also supports various related services and sales. Seminis, Inc., located in Oxnard, is a large subsidiary to Bayer AG, and the world's largest developer, grower, and marketer of vegetable and fruit seeds. Other major manufacturers within the City include Proctor and Gamble Paper Products, Haas Automation, the largest machine tool builder in the US and one of the largest builders of numerical control in the world, and Waterway Plastics, the leading manufacturer of pool and spa equipment for the US and international markets. Based on 2012 data, City manufacturer



shipments were valued at over \$3 billion, merchant wholesaler sales amounted to nearly \$5.9 billion and retail sales totaled over \$2.3 billion.

The agricultural users within and around the City depend largely on groundwater supplies from the Oxnard Basin which is also one of the City's main supplies. As such, there is potential for agricultural water supplies to be impacted by increased groundwater restrictions and competition for supplies. Any reductions in the availability of water supplies to agricultural users would have major impacts to agricultural output. In contrast, the proposed project would produce advanced treated water supplies that would augment groundwater supplies and contribute to improved groundwater quality. The new supplies could thereby reduce pressures

on local, impacted groundwater resources and contribute to future sustainability of groundwater supplies for all users. In addition, the City provides advanced treated recycled water for agricultural users outside of City boundaries and additional supplies produced with this project would increase the availability of high-quality supplies available to its agricultural customers.

Overall, the project is vital in supporting economic prosperity within the City by increasing local water supply reliability, reducing pressures on stressed groundwater resources and ensuring that the City can meet potable demands for all its customers, even when alternative sources are more limited. In addition, as the County's largest city, maintaining a prosperous City of Oxnard also has implications to the vitality of the entire County.

4. Will the project protect drinking water, including source water protection?

☐ ☐ Yes

If yes, explain how.

The project will protect and enhance the City's main source of drinking water, which is the Oxnard Basin, thereby improving groundwater sustainability and local water supply reliability. This will occur by recharging the historically overdrafted groundwater basin with ultra-pure water from the AWPf which will enhance groundwater quality and help maintain sustainable groundwater levels. The City relies on three sources for its drinking water supplies: imported SWP water, imported groundwater from UWCD and groundwater pumped at City-owned wells from the Oxnard Basin. Imported SWP water makes up about 45% of potable supplies and the Oxnard Basin makes up about 55%, with approximately equal portions between UWCD and City pumped groundwater. In addition, recycled water is produced at the City's AWPf and delivered via its recycled water backbone system. Total water supply in 2018 was 25,714 AFY. Before water enters the potable water distribution system, the City uses six blending stations throughout the City, in addition to a desalter at one of these blending stations, to meet water quality requirements and to optimize for cost and supply. The Oxnard Basin has been designated, by the State of California, as high priority and subject to critical conditions of overdraft. Recent modeling for the period from 1986 to 2015 shows a total cumulative loss of freshwater storage of approximately 367,400 acre-feet (AF) for the entire basin. In combination



with declining groundwater elevations, the basin has also been impacted by seawater intrusion for several decades which would increasingly impact beneficial uses and users without proper management. The Fox Canyon Groundwater Management Agency (FCGMA) manages and protects the quantity and quality of local groundwater basins, including the Oxnard Basin, by overseeing and managing all contractual withdrawals and limiting production in an effort to avoid critical overdraft. In response to recent drought conditions, Emergency Ordinance E was implemented between 2014 and the end of 2019, which reduced the City's pumping allocation from the basin by 20%. Sustainable management criteria adopted in the recently completed Groundwater Sustainability Plan for the Oxnard Basin will further limit allowable groundwater production. As a result of recently established sustainable management goals, the City's allocation from the Oxnard Basin is anticipated to be reduced by up to 50% by 2040. However,

as part of the Groundwater Sustainability Plan for the Oxnard Basin, projects and management actions were identified to address potential impacts to beneficial uses and users of groundwater in the Oxnard Basin resulting from groundwater production in excess of the current sustainable yield. The proposed project is identified as a project that would provide a new source of water for use in the Basin to help meet the sustainability goal for the Basin in a manner that avoids adverse impacts to beneficial uses and users of groundwater within the Basin. The project would increase production of high-quality recycled water for subbasin recharge, in-lieu groundwater production, and IPR. As such, the project would contribute to achieving and maintaining sustainable groundwater levels and improving basin groundwater quality. Without this project and others like it, the Groundwater Sustainability Plan states that “substantially greater reductions in groundwater production will be needed to meet the sustainability goal for the basin, which would lead to significant economic disruption and prevent groundwater in the basin from being put to beneficial use to the fullest extent possible.” Therefore, the City of Oxnard considers this proposed project to be a critical component for protecting local potable water supplies, by improving long-term sustainability and protection of the basin. It is also important to note that by increasing the reliability of local water supplies, this project will also reduce reliance on SWP supplies thereby contributing to reduced competition and stresses on those imported supplies which could benefit other SWP users.

5. Will the project support international commerce?

☐ ☐

If yes, explain how.

The proposed project will increase the City’s water supply reliability which will support the local economy and related international commerce. The City of Oxnard has a healthy economy that produces services and goods for local and international markets. Importantly, the City is also a connector to international markets with its location adjacent to the Port of Hueneme. The City is the largest industrial center in Ventura County with major industries including agriculture, manufacturing, retail, and healthcare. Agriculture is the largest industry in the City and contributes to the County’s national and international significance in crop production. Total value of County agricultural production in 2018 was \$2.1 billion. The County exports agricultural



products to over 80 countries worldwide and depends heavily on sufficient water supplies to maintain productivity. Additionally, the agricultural industry also supports various related services and sales that are of significance for international commerce. For example, Seminis, Inc., located in Oxnard, is a large subsidiary to Bayer AG, and the world’s largest developer, grower, and marketer of vegetable and fruit seeds. The City is also home to other manufacturers involved in international commerce. These businesses include Proctor and Gamble Paper Products, Haas Automation, the largest machine tool builder in the US and one of the largest builders of computer numerical control (CNC) machinery in the world, and Waterway Plastics, the leading manufacturer of pool and spa equipment for the US and international markets, to name a few. Based on 2012 data, City manufacturer shipments were valued at over \$3 billion, merchant wholesaler sales amounted to nearly \$5.9 billion and retail sales totaled over \$2.3 billion, a portion of which was related to international commerce. In addition, the Port of

Hueneme is the only commercial deep-water port between San Francisco and Los Angeles and is the US port of entry for California's Central Coast. The Port is a highly productive commercial trade gateway, serving international business and ocean carriers from the Pacific Rim and Europe. Much of the economic activity associated with the Port takes place in Oxnard. Given the City's importance in international commerce, it is critical to ensure sufficient water supplies to meet community and industry needs. Any reductions in the availability of water supplies can negatively impact industry output and profits. Agriculture is especially vulnerable and relies on the health and sustainability of local groundwater supplies. The project would produce a new water supply that would benefit all water users within the service area, help maintain a healthy local economy, and continue to support international commerce.

6. Will the project implement new or innovative technology(ies), such as using renewable or alternate sources of energy, water recycling, or desalination?

☐ ☐ Yes

If yes, explain how.

The project will implement new and innovative technologies to produce purified recycled water of potable water quality to increase the City's water supply reliability while improving groundwater basin conditions. The City will utilize the high-quality AWPf effluent through a combination of strategies including ASR, IPR and in-lieu groundwater use. Importantly, the AWPf will be expanded to maximize beneficial use of treated wastewater effluent that would otherwise be discharged through an ocean outfall. Oxnard initiated the Groundwater Recovery Enhancement and Treatment program in 1999 to begin securing additional local water supplies, with the recognition that reusing local wastewater is key to a sustainable water supply portfolio. Also, importantly, water recycling provides a drought-proof, dependable supply that will help reduce the City's reliance on imported supplies and result in related energy and cost savings. The City of Oxnard's AWPf is an innovative facility that uses one of the world's most highly developed purification processes to produce safe and clean water from treated wastewater. Influent to the AWPf undergoes purification using three advanced treatment steps: microfiltration, reverse osmosis, and advanced oxidation with ultraviolet light and hydrogen



peroxide. Microfiltration includes a process where low pressure is applied to push water through a filter with pores that are 5,000 times smaller than a pinhole to strain suspended particles, bacteria and other materials from the water. The filtered water then goes through the next treatment step, the Reverse Osmosis (RO) process. In this step, water is forced at high pressures through filter membranes to remove viruses, salts and other contaminants from the water. RO has wide applicability because of its proven purifying capability. The next step is the disinfection process using advanced Oxidation with ultraviolet light (UV) and hydrogen peroxide (AOP). In this step, UV converts hydrogen peroxide into a disinfectant that destroys any microorganisms and organic materials that might remain in the water after the previous two steps of treatment. Together, this three-step, multiple barrier process at the AWPf produces an ultra-pure water of equal or better quality than existing water sources.

7. Will the project use new or innovative approaches to plan, design, manage, and/or implement

the project?

If yes, explain how.

The City is taking important, innovative, steps to maximize indirect potable reuse by using injection and extraction wells in isolated aquifers to achieve required retention time while still operating on a continuous basis. Currently, the required time between when recycled water is injected into the groundwater basin and when it may be pumped for potable reuse is 2 months. The City is currently in the process of implementing a demonstration ASR well which will allow the City to rotate injection and extraction between a series of wells within different aquifers. Storage and recovery testing will occur at the demonstration well in order to demonstrate that the required retention time can be achieved within a single well field and the potable reuse supply will still meet the required water quality standards. The City has been coordinating with the Division of Drinking Water on this effort in order to receive approval to proceed with the full-scale project.

In addition, implementation of the project will encompass a holistic and innovative approach for utilizing the AWPf water supply. The project will utilize the high-quality recycled water from the City's AWPf to improve water supply reliability and groundwater basin conditions through a combination of water management strategies including ASR, IPR and in-lieu groundwater use. ASR operations would be expanded with new ASR wells and a new distribution pipeline to allow high-quality water from the AWPf to be injected into the Oxnard Basin and subsequently extracted for IPR. As such, the project would increase potable water supplies with advanced treated wastewater. By recharging the basin, the project would also help maintain groundwater levels, alleviate groundwater overdraft conditions, and improve water quality conditions in the basin for sustainable management. The project would also improve groundwater basin conditions by implementing in-lieu groundwater use. This would occur by supplying AWPf effluent to agricultural users and pumping an equivalent amount of groundwater through pump back allocations for potable demands.



8. Does the project protect the system, project specific asset, or community from extreme weather events such temperature, storms, floods, or sea level rise expected based on current conditions?

If yes, explain how.

The project is a critical action to improve the City's reliability for meeting community water needs, especially in the face of more intense droughts and extended dry periods. The City currently relies on imported SWP supplies for about 45% of its potable supplies and groundwater from the Oxnard Basin with approximately equal portions from UWCD and City

pumped wells for the remainder of its potable supplies. Both sources are impacted by reliability issues as a result of extreme weather events, particularly drought. California experienced substantial drought conditions across the state between 2012 and 2017. The most severe conditions were experienced between 2014 and 2017 when nearly 100 percent of the state was impacted by conditions ranging from moderate to exceptional drought. In 2018 and 2020, moderate to extreme conditions impacted most of the State again. Ventura County experienced among the most severe and prolonged drought conditions with exceptional drought experienced across 100% of the County for nearly the entire 2014 to 2017 period and up to extreme levels until 2019 (see attached Drought data C.8a and C.8b). These conditions impact the availability and reliability of, both, local and imported SWP supplies from the Sacramento San Joaquin River Delta in northern California. Overall, SWP supplies are becoming increasingly unreliable due to climate change impacts with substantial curtailments occurring during dry years. In addition to extended periods of more intense droughts, climate change impacts include changes in precipitation with more precipitation falling in the form of rain rather than snow and earlier snowmelt which results in more runoff occurring in winter and limited ability to capture that runoff for later use in the SWP delivery system. As a result of increasing hydrologic variability compounded with regulatory restrictions, the SWP is no longer capable of delivering full contractor entitlements on a routine basis. The last time 100 percent SWP allocations could be fulfilled was in 2006, and long-term projections indicate continued curtailments in the future. In the Department of Water Resources (DWR) 2015 Delivery Capability Report (DCR), DWR estimated that SWP deliveries on a long-term basis could average 61 percent of contract allocations (Table A supply), while total deliveries during multiple dry year periods could average 20-33 percent, and in worst-case single critically dry years deliveries could total only 8 percent of SWP allocations. During the height of the recent drought, however, SWP allocation was as low as 5 percent (in 2014). Since then, deliveries have fluctuated: 10 percent in 2015, 60 percent in 2016, 85 percent in 2017, 25 percent in 2018, 75 percent in 2019, and back down to 20 percent in 2020 (see attached State Water Project Deliveries Figure C.8c). Due to these anticipated reductions in SWP deliveries and the overall reduced reliability over the long-term, it is imperative for the City to increase local water supply reliability. At the same time, however, local water supplies are also becoming increasingly restricted and less available. While groundwater supplies are generally more drought-resistant, the reliability of local groundwater



resources has also been greatly impacted by drought conditions. Increased reliance on local groundwater sources during the drought has resulted in an overall downward trend in groundwater levels across Ventura County, and supplies will be increasingly restricted in the interest of maintaining sustainable water levels in the future. UWCD provides water supplies to Oxnard, among other retailers, from its artificial recharge operations in the Forebay of the Oxnard Basin. UWCD diverts surface water from the Santa Clara River which is then sent to spreading grounds for recharge of the Oxnard Basin. As such, UWCD supplies depend highly on surface water supplies that are more vulnerable to drought. Decreased flows in the Santa Clara River in recent years have impacted artificial recharge operations and put greater pressure on local groundwater resources. Also, similar to Oxnard's groundwater supplies, UWCD's groundwater supplies from the Oxnard Basin are under the jurisdiction of the FCGMA which through ordinances has imposed restrictions on groundwater extraction, thereby reducing the amount of groundwater available to Oxnard through UWCD. Emergency Ordinance E, which was in effect between 2014 and the end of 2019, reduced pumping allocation from the Oxnard Plain

Groundwater Basin by 20%. These restrictions applied to UWCD and the City. Additionally, recently established sustainable management goals will result in substantial reductions in allowed extractions over the next years. The Oxnard Plain Basin is designated a high priority basin, in critical overdraft. The GSP that was completed in January 2020 suggests a linear ramp down from current pumping to the estimated sustainable yield by 2040. Based on established goals, allowed extraction from the Oxnard Basin by the City and UWCD is anticipated to be reduced by 50% by 2040. Accounting for potential supply reductions, the projections made in the City's 2015 Integrated Master Plan estimate a water supply gap of approximately 12,000 AFY by 2040. The project will provide 14,000 AFY of a high-quality, reliable local source of new water supply which will address that projected water shortage and ensure that the City will be able to continue to reliably meet its customer water needs even during drought conditions. In addition, this project is important for improving the long-term sustainability of Oxnard Basin groundwater resources, thereby protecting this critical asset to the benefit of all users of the Oxnard Basin.

9. Does the project protect the system, project specific asset, or community from extreme weather events such temperature, storms, floods, or sea level rise predicted to occur in the future?

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If yes, explain how.

The proposed project is critical for expanding the City's water supply portfolio and improving local water supply reliability in order to reliably meet future water demands, especially under future drought conditions. The recent drought resulted in reduced availability of SWP supplies as well as drought-related impacts and restrictions on groundwater pumping. Climate change projections indicate increasing impacts on water supply availability, thereby increasing the City's water supply challenges. Based on recent projections, future drought impacts on the City's water supplies and related management actions are anticipated to result in shortages in potable water supply of about 12,000 AFY over the next 20 years. Without the project, the City will be



challenged to meet future water demands and ensure potable supplies for its community. The recent drought was among the most intense and long-lasting in the State's and County's recent past and, based on historic occurrences and climate change projections, droughts are expected to increase in risk and severity in the future. California is stated to be one of the most "climate challenged" regions in North America. The Fourth Climate Change Assessment, completed in 2018 in coordination with the California Energy Commission, California Natural Resources Agency and State Office of Planning and Research, produced updated climate projections supporting findings that the State will experience greater impacts from climate change in the future, including shifting hydrology. Among the findings are that higher temperatures will lead to dryer conditions, with an increased occurrence of dry years and multiple dry years resulting in more frequent and more intense droughts. Additionally, water supply from snowpack is projected to decline by two-thirds. Delta (SWP) exports are projected to be reduced significantly, with possible reductions by mid-century to half of those found in historical drought during worst-case drought scenarios. These findings were summarized in the California's Fourth Climate Change Assessment reports, including the attached report on SWP impacts (C.9a, p. 33).

Anticipated climate stressors and related regional vulnerabilities have also been described in climate change analyses conducted for the region, including *Projected Changes in Ventura County Climate* by the Desert Research Institute (https://wrcc.dri.edu/Docs/VenturaClimate2019_lores.pdf) and the Watersheds Coalition of Ventura County (WCVC) *Integrated Regional Water Management Plan* (IRWMP). Similar to statewide impacts, the primary climate stressors projected by global climate models to impact the region include changes in air temperature, changes in precipitation patterns, increased evapotranspiration and drought risk, among others. Drought risks are anticipated to create the greatest vulnerabilities to water supplies and demands, including reduction in groundwater recharge, reduced runoff and surface water flows, and reduced local and imported water supply reliability. The water-related climate change vulnerabilities identified for the region are summarized in Table 13-1 of the WCVC IRWMP, Section 13 on Climate Change (see C.9b). The proposed project is a critical long-term management action to address water supply challenges expected from increasingly extreme weather conditions, and related water supply reductions. The project will increase the City's local water supply availability with a highly reliable, drought resistant source, thereby reducing the City's water system vulnerability to increasingly severe and variable climate change impacts predicted for the future. As such, the project will help ensure that the City can reliably meet community water needs and protect public health into the future.

10. Does the project serve a population in a region impacted by significant energy exploration, development, or production areas?

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If yes, explain how.

The City of Oxnard's water service area is located within a highly active oil and gas production area. Oil and gas production in the area began in the late 1860s, following discovery of oil in the



northwestern portion of the County. Currently, there are 43 companies that operate oil and gas facilities in the 34 active oil and gas fields located across Ventura County (<https://www.vcrma.org/oil-and-gas-program>). The County's largest oil field is the Ventura Oil Field, located within 10 miles northwest of Oxnard. The Ventura Oil Field was listed as the 10th largest oil field in California in 2016 and 10th largest gas producing field in 2018, based on the respective Report of Oil and Gas Production Statistics from the California Department of Conservation. The City of Oxnard contains active wells, primarily located around the Oxnard oil field in the western coastal section of the City which produced 360,708 barrels of oil and 17,453 million cubic feet of gas in 2018. In 2018, total oil production in the County amounted to 6.9 million barrels and total gas production was 6.2 billion cubic feet, thereby ranking 4th in oil production and 3rd in gas production, statewide. Based on statewide totals, onshore oil and gas production in Ventura County accounts for over four percent of total oil production and approximately 3.5 percent of total gas production in California. Offshore production accounts for about 0.1 percent of statewide oil and gas totals, each (see 2018 Production by County C.10a). Distribution of petroleum resources and oil and gas wells within the County are shown on Figures 8-10 and 8-11 of the County of Ventura 2040 General Plan Background Report

(C.10b). There are also several federal and state oil and gas leases offshore of Ventura County. Platforms Gina, Gilda, Henry, Hogan, Houchin, Hillhouse, and A, B, and C, are facilities under the jurisdiction of the U.S. Department of the Interior from which oil and gas are piped to onshore facilities within Ventura County.

11. Does the project address water quality concerns?

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If yes, explain how.

The water quality of the City's blended sources dictates the amount of water drawn from each source, making it central to the City's water system operations. The City currently consistently meets drinking water quality standards with its delivered water because it uses six blending stations to blend its mix of water supply sources. SWP supplies are of generally high quality, whereas groundwater supplies are of substantially lower quality. In addition, a desalter is operated at Blending Station No. 6 to treat a portion of the City's groundwater for TDS and nitrate reduction. The wells at that site are not able to blend directly into the City's distribution system without treatment due to water quality impairments of that source. Given the imbalance in water quality among the City's supplies, the City highly depends on imported SWP water, not only as a water supply asset, but also as the currently only means for the City to meet drinking water standards. Local groundwater from the Oxnard Basin, including from the City's local wells and UWCD imports, is generally of low quality, characterized by high TDS levels of 1,000 mg/L and greater, as well as elevated hardness levels. TDS is the primary driver for water quality and by blending with higher quality imported SWP supplies, the system produces a blended water quality of less than 700 mg/L, which is below the secondary maximum contaminant level (SMCL) of 1,000 mg/L for TDS. As a result of the high TDS in local groundwater sources, any reduction in imported surface water would have to involve additional treatment to improve groundwater



quality. Elevated hardness levels in the distributed water also creates challenges. Many City customers use point-of-use water softeners to address the hardness in the water. These water softeners, however, impact wastewater and recycled water quality, thereby limiting its use or requiring greater treatment. In contrast, the AWPf will produce high-quality water with TDS around 50 mg/L and hardness of approximately 10 mg/L. The purified water would be recharged to the Oxnard Basin for storage and subsequent extraction. By recharging such high quality water, the project would dilute high TDS concentrations and improve groundwater quality in the basin, not just to the benefit of the City but all groundwater users in the vicinity, including agricultural producers. In addition, through blending, the improved hardness levels would reduce the need for point-of-use water softeners and help avoid related water quality impacts. The availability of this high-quality water would also increase operational flexibility and improve the City's local water supply reliability. Another major issue that users of the Oxnard Basin have been challenged with for decades is the threat and impacts of seawater intrusion. Historical groundwater production has resulted in seawater intrusion in the coastal areas of the Oxnard Basin. Depending on hydrologic conditions and groundwater extractions, seawater intrusion can be exacerbated or reduced. Since the onset of the recent drought, groundwater elevations in the Basin have been below sea level, creating a landward gradient that allows for

inland migration of seawater. Recent modeling performed for the Groundwater Sustainability Plan indicated that uncurtailed extraction would contribute to net seawater intrusion, but that reduced groundwater production can eliminate net seawater intrusion over, both, periods of drought and recovery. As such, increasing groundwater elevations in the Basin is an identified sustainability goal in order to control seawater intrusion. The proposed project will provide a new source of water which will help replenish the Basin and offset pumping through in-lieu groundwater pumping, thereby increasing groundwater levels. Therefore, this project will help address groundwater quality issues by also helping to address seawater intrusion challenges. Overall, the project will help the City maintain high quality potable water supplies even when SWP supplies are reduced. In addition, the project will contribute to improved groundwater quality of the Basin for long-term sustainability of Oxnard Basin supplies.

12. Does the project address water quantity concerns?

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If yes, explain how.

The project is a critical action to ensure that the City will have sufficient supplies to reliably meet its customer water demands in the future. The project will provide 14,000 AFY of a new drought-resistant water supply, thereby addressing major concerns of shortages anticipated over the next 20 years. As noted in previous responses, the City relies on imported SWP supplies and Oxnard Basin groundwater supplies from City-owned wells and from UWCD. These supplies are, however, becoming increasingly unreliable and restricted. Based on recent projections, future drought impacts on the City's water supplies and related management actions are anticipated to result in shortages in potable water supply of about 12,000 AFY over the next 20 years. Without the project, the City will be challenged to meet future water demands and



ensure potable supplies for its community. SWP supplies are becoming increasingly unreliable due to hydrologic variability with substantial curtailments occurring during dry years. During the height of the recent drought, SWP allocation was as low as 5 percent (in 2014). This year, allocation is only 20 percent of full contract amounts. Long-term projections indicate continued curtailments in the future. Climate projections indicate an increased occurrence of dry years and multiple dry years resulting in more frequent and more intense droughts, as well as significant declines in water supply from snowpack. Overall, Delta exports are projected to be reduced significantly in the near future, and by mid-century may only amount to half of those found in historical drought under future worst-case drought scenarios. Due to these anticipated reductions in SWP deliveries and the overall reduced reliability over the long-term, it is imperative for the City to increase local water supply reliability. At the same time, however, local water supplies are also becoming increasingly restricted and less available. The reliability of local groundwater resources has been greatly impacted by drought conditions. Increased reliance on local groundwater sources during the drought has resulted in an overall downward trend in groundwater levels across Ventura County, and supplies will be increasingly restricted in the interest of maintaining sustainable water levels in the future. UWCD supplies are subject to many of the same factors that are impacting the City's supplies, which are making this source less reliable. UWCD diverts surface water from the Santa Clara River to recharge the Oxnard

Basin and provide those supplies to its retailers, including the City. However, surface water is more vulnerable to dry conditions and decreased flows in the Santa Clara River in recent years have impacted artificial recharge operations and put greater pressure on local groundwater resources. More frequent and intense dry conditions would increasingly impact those supplies in the future. Also, similar to Oxnard's groundwater supplies, UWCD's groundwater supplies from the Oxnard Basin are under the jurisdiction of the FCGMA which through ordinances has imposed restrictions on groundwater extraction, thereby reducing the amount of groundwater available to Oxnard through UWCD. The most impactful changes to the City's groundwater supply availability will be the recently established sustainable management goals of the 2020 Groundwater Sustainability Plan. The plan suggests a linear ramp down from current pumping to the estimated sustainable yield by 2040, which will signify a reduction by 50% of allowed extraction from the Oxnard Basin by 2040. These reductions will apply to the City and UWCD. It is based on these projected water supply impacts, that the City projects a significant water supply gap of approximately 12,000 AFY by 2040. The project will provide 14,000 AFY of a high quality, reliable local source of new water supply which will address that projected water shortage and ensure that the City will be able to continue to reliably meet its customer water needs even during drought conditions. It is also important to note that the Groundwater Sustainability Plan indicates that without the City's proposed project and others like it, "substantially greater reductions in groundwater production will be needed to meet the sustainability goal for the basin, which would ... prevent groundwater in the basin from being put to beneficial use to the fullest extent possible." Therefore, this project is important, not only for addressing City supply challenges, but for also improving water supply reliability of other Oxnard Basin users.

13. Is the project identified in an existing regional, state, or multistate agreement?

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If yes, attach the relevant document and write in the textbox the filename and relevant section(s) or page(s).

Water resource challenges in the region are addressed in broad planning documents and multi stakeholder agreements. The project and/or its benefits are identified in the following agreements:

- C.13a_City of Oxnard 2015 UWMP: Section 6.5.4, Section 6.8. The City's 2015 Urban Water Management Plan (UWMP) was prepared in compliance with the Urban Water Management Planning Act and evaluates water supply reliability over a minimum 20-year planning horizon. The proposed project is among the identified water supply options to provide a reliable, redundant and sustainable water supply into the future. Project supply volumes are accounted for in total project water supplies in Table 6-9 and broken down by projected uses in Table 6-4.
- C.13b_Oxnard Subbasin Groundwater Sustainability Plan: Sections 5.1 to 5.3. The Groundwater Sustainability Plan (GSP) was prepared as required by the 2014 Sustainable Groundwater Management Act (SGMA). The GSP defines conditions under which groundwater resources of the Oxnard Basin, a high-priority basin, will be

managed sustainably in the future. The proposed project, encompassing the full use of the AWPf's existing capacity and AWPf expansion (Project No. 1 and 2 in the Plan), is among five projects determined to meet the sustainability goal and objectives established for the Oxnard Basin.

- C.13c_WCVC IRWMP Goals and Objectives_2019 Amendment: Pages 5-3 to 5-6. The Watersheds Coalition of Ventura County is a coalition comprised of a consortium of local cities, wholesale and retail water agencies, special districts, the County of Ventura, and non-governmental agencies interested in promoting and implementing integrated regional water management planning efforts in Ventura County. The Integrated Regional Water Management Plan (IRWMP) was prepared with broad stakeholder involvement and resulted in the identification of regional water management goals and critical watershed priorities. The project is consistent with the WCVC IRWMP and addresses many of the established goals and priorities, including to recharge groundwater basins, implement conjunctive use, augment local water supply portfolio, improve water quality and adapt to climate change.
- C.13d_FCGMA Resolution 2001-03: The Fox Canyon Groundwater Management Agency (FCGMA) manages and protects groundwater resources within all or portions of four groundwater basins underlying the southern portion of Ventura County, including the Oxnard Basin. This resolution adopted by the FCGMA Board of Directors gave formal support to the City of Oxnard's Groundwater Recovery Enhancement and Treatment (GREAT) program, in recognition of its contribution to enhancing quality and quantity of the local groundwater.
- C.13e_FCGMA Resolution 2003-4. This resolution represents an agreement with FCGMA, granting credits to the City of Oxnard for the injection, with the understanding

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that the action will help the depleted aquifer recover lost water levels and that the recycled water would otherwise "be lost to the Ocean."

- C.13f_FCGMA Resolution 2013-02. This resolution recognizes the GREAT Program "as an important management strategy that will result in improvements to water supply reliability and water quality conditions within [FCGMA]" and allows for the City to accrue a Recycled Water Pumping Allocation in exchange for decreased pumping by pumpers that will receive direct delivery of recycled water instead.

14. Is the project identified as a municipal, state, or regional priority?

☐ ☐

If yes, attach the relevant document and write in the textbox the filename and relevant section(s) or page(s).

The proposed project addresses numerous municipal, state and regional priorities, as discussed in the following documents:

- C.13a_City of Oxnard 2015 UWMP: Section 6.5.4, Section 6.8. The Urban Water Management Plan describes the proposed project among the water supply options to provide a reliable, redundant and sustainable water supply into the future. Total projected volumes and uses are

shown in Table 6-4 and again accounted for in total project water supplies in Table 6-9.

- C.13b_ Oxnard Subbasin Groundwater Sustainability Plan: Sections 5.1 to 5.3. The proposed project is a priority project for meeting the sustainability goal and objectives established for the Oxnard Basin, itself a high-priority basin.
- C.13c_ WCVI IRWMP Goals and Objectives_2019 Amendment: Pages 5-3 to 5-6. The proposed project meets water management goals and critical regional priorities identified in the Watersheds Coalition of Ventura County Integrated Regional Water Management Plan, including to recharge groundwater basins, implement conjunctive use, augment local water supply portfolio, improve water quality and adapt to climate change.
- C.14a_ Integrated Master Plan Summary Report: Sections 4.7 and 4.8. This Public Works Integrated Master Plan (Integrated Master Plan) developed long-term recommendations for policies, programs, and goals that successfully address the challenges and opportunities in a holistic and integrated way. Multiple alternatives were evaluated to address the City's projected water supply gap and the proposed project, with a combination of additional groundwater pumping and expanded ASR/IPR operations, was identified as the recommended project.
- C.14b_ City of Oxnard 2030 General Plan Goals and Policies: Section 4.5. The project directly aligns with the overarching goal of "Water supply, quality, distribution, and storage adequate for existing and future development" and addresses related policies, including to "continue to implement the GREAT Program as the key program for the City's short and long term water supply" among others.
- C.14c_ Water Quality Control Policy for Recycled Water: Section 3, Page 2. This policy document, adopted by the California State Water Resources Control Board, identifies statewide recycled water goals that include increasing the use of recycled water over the next decade and



maximizing the use of recycled water in areas where groundwater supplies are in a state of overdraft, among other goals. The proposed project directly supports those statewide goals. • C.14d_ California Water Action Plan: Page 3 Goals, Page 4 Actions. This plan outlines statewide goals and prioritized actions including more improved water supply reliability, resiliency, improved groundwater management, and safe water for all communities, which this project directly addresses.

15. Does the project protect water resources with exceptional recreational value or ecological importance?

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If yes, identify the water resources, why it has exceptional recreational value or ecological importance, and describe how the project protects it.

The proposed project is important for providing a new source of water for use in the Oxnard Basin, but the Basin itself does not represent a resource of exceptional recreational value or ecological importance. Groundwater-Dependent Ecosystems in the Oxnard Basin are supported by shallow groundwater flows that are generally separated and disconnected from the primary groundwater aquifers. However, the project will increase local water supply reliability which can help reduce dependence on imported SWP supplies, thereby reducing diversions from that

source. SWP water is drawn from the Sacramento-San Joaquin Delta which, in addition to serving as the State's most important water resource, is also among the State's most significant ecological resources. As the largest freshwater tidal estuary of its kind on the west coast, the Delta provides important habitat for large populations of migratory birds and fish. It is estimated that half the migrating waterfowl in California pass through the Delta, as do two-thirds of California's salmon. By increasing the City's reliability of local water supplies, its dependence on SWP supplies is reduced which can contribute to protecting the Delta's valuable ecological resources.

16. Is the project designed to address an existing compliance issue?

☐ ☐

If yes, identify the compliance issues(s). Explain how and to what extent the project addresses it.

The project is designed to ensure reliable supplies to meet future demands in anticipation of and in compliance with planned groundwater pumping restrictions enacted by FCGMA. In addition, the project is identified as an action that would help address sustainability criteria of the recently completed Groundwater Sustainability Plan for the Oxnard Basin, which was developed in compliance with 2014 Sustainable Groundwater Management Act (SGMA). FCGMA manages all contractual withdrawals and limits production from the Oxnard Basin in an effort to protect local groundwater resources and avoid critical overdraft. In response to recent drought conditions, Emergency Ordinance E was implemented between 2014 and the end of 2019, which

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reduced the City's pumping allocation from the basin by 20%. While the emergency ordinance was a temporary restriction, sustainable management criteria adopted in the recently completed Groundwater Sustainability Plan for the critically overdrafted Oxnard Basin will further limit allowable groundwater production over the long-term. As a result of recently established sustainable management goals, the City's allocation from the Oxnard Basin is anticipated to be reduced by up to 50% by 2040. These reductions are projected to result in water shortages in the City's system of up to 12,000 AFY without a new supply to offset those reductions. The project will produce 14,000 AFY of advanced treated water for subbasin recharge, in-lieu groundwater production, and indirect potable reuse. This new supply and operational strategies will allow the City to maximize groundwater pumping and increase local water supply reliability, despite constraints of FCGMA-imposed pumping limitations. Without this project and others like it, the Groundwater Sustainability Plan states that "substantially greater reductions in groundwater production will be needed to meet the sustainability goal for the basin, which would lead to significant economic disruption and prevent groundwater in the basin from being put to beneficial use to the fullest extent possible." By providing a new source of water for use in the Basin, the proposed project will directly help meet the sustainability goal for the Basin in a manner that avoids adverse impacts to beneficial uses and users of groundwater within the Subbasin. With its recharge operations, the project would contribute to achieving and maintaining sustainable groundwater levels and improving basin groundwater quality for the long-term benefit of all basin users. Therefore, this project is a critical action to mitigate impacts from groundwater pumping reductions and for reaching compliance with Groundwater Sustainability Plan objectives.

17. Is the project designed to maintain compliance?

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If yes, identify the potential compliance issue(s). Describe how the project maintains compliance.

The water quality of the City's blended sources dictates the amount of water drawn from each source, making it central to the City's water system operations. Currently, the City relies on imported SWP water and groundwater from local wells and purchased from UWCD to meet its drinking water demands. The City consistently meets drinking water quality standards with its delivered water because it uses six blending stations to blend its mix of water supply sources, with a heavy reliance on high quality imported SWP water. In addition, a desalter is operated at Blending Station No. 6 to treat a portion of the City's groundwater for TDS and nitrate reduction. However, the City is dependent on a high-quality water source to meet drinking water standards. Any reduction to imported SWP water supplies would require additional treatment of groundwater sources to reliably meet drinking water standards. Local groundwater from the Oxnard Basin, including from the City's local wells and UWCD supplies, is generally of low quality, characterized by high TDS levels of 1,000 mg/L and greater, as well as elevated hardness levels and in some cases elevated nitrate levels. TDS is the primary driver for water quality and by blending with higher quality imported SWP supplies, the system produces a blended water

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supply with TDS concentrations less than 700 mg/L, which is below the secondary maximum contaminant level (SMCL) of 1,000 mg/L for TDS. Without the ability to blend supplies with imported SWP water or an alternative source of high-quality water, the City would be unable to meet the SMCL for TDS. In addition, elevated hardness levels in the distributed water create an ongoing issue in that it results in many City customers using point-of-use water softeners. These water softeners in turn impact wastewater and recycled water quality, thereby limiting its use or requiring greater treatment. The proposed project would produce 14,000 AFY of advanced treated water to augment the City's potable water supplies. The AWPf supply is an extremely high quality and highly reliable source of water that would allow the City to improve blended water quality and maintain compliance with drinking water standards even when imported SWP supplies are less available. Importantly, through recharge operations to the Oxnard Basin, the project would contribute to improved groundwater quality on a long-term basis. As such, this project is critical for providing reliability to the City's drinking water system, not only in terms of quantity, but just as importantly in terms of quality in order to maintain compliance with drinking water standards.

18. Does the project serve economically stressed communities or pockets of economically stressed rate payers within otherwise non-economically stressed communities?

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18.1. If yes was selected in question C-18, what is the median household income (MHI) within the project's service area? Include the MHI for any economically stressed communities or

pockets of economically stressed rate payers within otherwise non-economically stressed communities that have a lower MHI than the entire service area.

The average MHI within Oxnard is \$68,303, which is lower than neighboring cities such as Ventura (\$76,076), Camarillo (\$92,913), and Thousand Oaks (\$105,485). The attached figure (C.18.1) shows the MHI for each census block that falls within the Economically Distressed Area category. As seen in the figure, Economically Distressed Communities cover the majority of the City area and those areas have MHIs ranging from \$29,565 to \$63,750.

- 18.2. If yes was selected in question C-18, what is the poverty level within the project's service area? Include the poverty level for any economically stressed communities or pockets of economically stressed rate payers within otherwise non-economically stressed communities that have a higher poverty level than the entire service area.

The percentage of the population living in poverty within Oxnard is 14.3%, which is substantially higher than neighboring cities including Ventura (10.2%), Camarillo (7%), and Thousand Oaks (5.5%).



- 18.3. If yes was selected in question C-18, provide another value or metric that demonstrates that the project serves economically stressed communities or pockets of economically stressed rate payers within otherwise non-economically stressed communities, if applicable.

The per capita income within Oxnard is \$22,914, whereas neighboring cities are Ventura (\$36,359), Camarillo (\$43,794), and Thousand Oaks (\$50,747). The economically stressed communities would be most impacted by high water service costs which could result from reactive water supply measures or increased dependence on higher cost imported water supplies. In contrast, the project is a cost-effective alternative for addressing anticipated water shortages. By taking proactive measures with implementation of this project, the City will help reduce the burden on economically stressed communities within the water service area. In addition, according to the California Healthy Places Index several areas of Oxnard are in the lowest 25% of the State (see figure below). The proposed project will ensure that the City is able to reliably meet potable water needs within the City's service area, including those of economically stressed areas, thereby maintaining basic public health and safety requirements with respect to clean drinking water resources.



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19. Does the project reduce exposure to lead or emerging contaminants within a drinking water system?

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If yes, explain how.

Lead exposure from the City's water supplies is not currently a major concern and sampling shows levels below regulatory limits. Emerging contaminants in the City's drinking water have also not been a major concern to the City based on existing sources. With this potable reuse project, precautions will be taken to meet all drinking water quality goals, including thresholds for emerging contaminants. The multi-step advanced purification process that will be implemented with this project will effectively remove micro-constituents, thereby reducing potential exposure to emerging contaminants. Studies conducted for this project have demonstrated water quality in accordance with regulatory objectives and full-scale implementation is anticipated to continue to produce high-quality water that will meet water quality goals and will improve the quality of existing supplies when blended.

20. WIFIA funding would

21. Will WIFIA financing reduce the contribution of Federal assistance to the project?

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Section D: Contact Information

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Section E: Certifications

Please sign in the appropriate space and submit a scanned version of the signature page to EPA with the electronic Letter of Interest submission.

1. **National Environmental Policy Act:** The prospective borrower acknowledges that any project receiving credit assistance under this program must comply with all provisions of the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and that EPA will not approve a loan for a project until a final agency determination, such as a Categorical Exclusion (CATEX), Finding of No Significant Impact (FONSI), or a Record of Decision (ROD), has been issued.
2. **American Iron and Steel:** The prospective borrower acknowledges that any project receiving credit assistance under this program for the construction, alteration, maintenance, or repair of a project may only use iron and steel products produced in the United States and must comply with all applicable guidance.
3. **Prevailing Wages:** The prospective borrower acknowledges that all laborers and mechanics employed by contractors or subcontractors on projects receiving credit assistance under this program shall be paid wages at rates not less than those prevailing for the same type of work on similar construction in the immediate locality, as determined by the Secretary of Labor, in accordance with sections 3141-3144, 3146, and 3147 of Title 40 (Davis-Bacon wage rules).

4. **Lobbying:** Section 1352 of Title 31, United States Code provides that none of the funds appropriated by any Act of Congress may be expended by a recipient of a contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, or an employee of a Member of Congress in connection with the award or making of a Federal contract, grant, loan, or cooperative agreement or the modification thereof. The EPA interprets this provision to include the use of appropriated funds to influence or attempt to influence the selection for assistance under the WIFIA program.

WIFIA prospective borrowers must file a declaration: (a) with the submission of an application for WIFIA credit assistance; (b) upon receipt of WIFIA credit assistance (unless the information contained in the declaration accompanying the WIFIA application has not materially changed); and (c) at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration previously filed in connection with the WIFIA credit assistance.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement,



KEY DEFINITIONS

(a) *Administrator* means the Administrator of EPA.

(b) *Credit assistance* means a secured loan or loan guarantee under WIFIA.

(c) *Eligible project costs* mean amounts, substantially all of which are paid by, or for the account of, an obligor in connection with a project, including the cost of:

- (1) Development-phase activities, including planning, feasibility analysis (including any related analysis necessary to carry out an eligible project), revenue forecasting, environmental review, permitting, preliminary engineering and design work, and other preconstruction activities;
- (2) Construction, reconstruction, rehabilitation, and replacement activities;
- (3) The acquisition of real property or an interest in real property (including water rights, land relating to the project, and improvements to land), environmental mitigation (including acquisitions pursuant to section 33 U.S.C. §3905(7)), construction contingencies, and acquisition of equipment; and

- (4) Capitalized interest necessary to meet market requirements, reasonably required reserve funds, capital issuance expenses, and other carrying costs during construction.
- (d) *Iron and steel products* means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (e) *Project* means:
- (1) Any project for flood damage reduction, hurricane and storm damage reduction, environmental restoration, coastal or inland harbor navigation improvement, or inland and intracoastal waterways navigation improvement that the Secretary determines is technically sound, economically justified, and environmentally acceptable, including—
 - (A) a project to reduce flood damage;
 - (B) a project to restore aquatic ecosystems;
 - (C) a project to improve the inland and intracoastal waterways navigation system of the United States; and
 - (D) a project to improve navigation of a coastal or inland harbor of the United States, including channel deepening and construction of associated general navigation features.
 - (2) 1 or more activities that are eligible for assistance [under section 1383\(c\) of this title](#), notwithstanding the public ownership requirement under paragraph (1) of that subsection.
 - (3) 1 or more activities described in section [300j-12\(a\)\(2\) of title 42](#).



- (4) A project for enhanced energy efficiency in the operation of a public water system or a publicly owned treatment works.
- (5) A project for repair, rehabilitation, or replacement of a treatment works, community water system, or aging water distribution or waste collection facility (including a facility that serves a population or community of an Indian reservation).
- (6) A brackish or sea water desalination project, including chloride control, a managed aquifer recharge project, a water recycling project, or a project to provide alternative water supplies to reduce aquifer depletion.
- (7) A project to prevent, reduce, or mitigate the effects of drought, including projects that enhance the resilience of drought-stricken watersheds.
- (8) Acquisition of real property or an interest in real property—
 - (A) if the acquisition is integral to a project described in paragraphs (1) through (6); or
 - (B) pursuant to an existing plan that, in the judgment of the Administrator or the Secretary, as applicable, would mitigate the environmental impacts of water resources infrastructure projects otherwise eligible for assistance under this section.
- (9) A combination of projects, each of which is eligible under paragraph (2) or (3), for which a State infrastructure financing authority submits to the Administrator a single application.
- (10) A combination of projects secured by a common security pledge, each of which is eligible under paragraph (1), (2), (3), (4), (5), (6), (7), or (8), for which an eligible entity, or a combination of eligible entities, submits a single application.

(f) *Public entity* means:

- (1) a Federal, State, or local Governmental entity, agency, or instrumentality; or
- (2) a Tribal Government or consortium of Tribal Governments.

(g) *Publicly sponsored* means the obligor can demonstrate, to the satisfaction of the Administrator that it has consulted with the affected State, local or Tribal Government in which the project is located, or is otherwise affected by the project, and that such government supports the proposed project. Support can be shown by a certified letter signed by the approving municipal department or similar agency, mayor or other similar designated authority, local ordinance, or any other means by which local government approval can be evidenced.

(h) *State infrastructure financing authority* means the State entity established or designated by the Governor of a State to receive a capitalization grant provided by, or otherwise carry out the requirements of, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et. seq.) or section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12).

(i) *Treatment works* has the meaning given the term in section 212 of the Federal Water Pollution Control Act (33 U.S.C. 1292).

(j) *WIFIA* means the Water Infrastructure Finance and Innovation Act of 2014, Pub. L. 113-121, 128 Stat, 1332, codified at 33 U.S.C. §§ 3901-3914.



Attachment A: Selection Criteria & Scoring

Project Readiness Criteria	Points
Readiness to proceed	50
Preliminary engineering feasibility analysis	30
New or innovative approaches	20
Borrower Creditworthiness Criteria	Points
Enables project to proceed earlier	10
Financing plan	10
Reduction of Federal assistance	10
Required budget authority	10
Preliminary creditworthiness assessment	60

Project Impact Criteria	Points
National or regional significance	15
Protection against extreme weather events	5
Serves energy exploration or production areas	5
Serves regions with water resource challenges	10
Addresses identified priorities	10
Repair, rehabilitation, or replacement	25
Economically stressed communities	10
Reduces exposure to lead & emergent contaminants	20
Total Points	300



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

January 8, 2021

Ms. Tatiana Arnaout
City Engineer
City of Oxnard Public Works
305 W 3rd Street
Oxnard, CA 93030

Subject: City of Oxnard Selection Notification

Dear Ms. Arnaout,

Thank you for submitting your Water Infrastructure Finance and Innovation Act (WIFIA) letter of interest for the FY 2020 Selection Round. We have reviewed these materials and are very pleased to inform you that the Aquifer Storage Recovery Project has been selected to submit an application for credit assistance for up to \$28,980,000 or not to exceed 49 percent of total eligible project costs.

We will soon be reaching out to you to schedule a pre-application meeting to discuss the WIFIA underwriting process in greater detail. Marnin Lebovits will be the primary point of contact for this transaction and is available by e-mail at lebovits.marnin@epa.gov or by phone at 202-566-2851 to answer any immediate questions you may have.

In addition, the WIFIA program will be hosting a webinar for all selected borrowers to provide an overview of the WIFIA application process on February 10 at 2:00 pm EST. We encourage your participation. We will send you a meeting invite. Please forward the invite to anyone else interested in participating. One of the key items we'll walk through then is the [new application form](#) the program has developed for 2020. We hope this more precise document will facilitate the process of furnishing critical information to the program.

Once we receive your complete application, the WIFIA team will commence underwriting the transaction. Receipt of credit assistance remains subject to negotiation of an agreement on terms and conditions satisfactory to the Agency as well as the project's compliance with Federal requirements, including the National Environmental Protection Act (NEPA), American Iron and Steel requirements, Flood Plain Management Standards, and the Davis-Bacon Wage Act. More information about the underwriting and project approval process is attached to this letter.

Readiness to proceed was a major factor in scoring this year, and you stated in your LOI that you will be ready to submit your application by 4/15/2021. We expect to receive your application by this date. If timing for your application and project construction has changed, please notify your underwriter as soon as possible.

EPA is planning to announce the FY 2020 selections and will coordinate with your organization on this press release. Until then, the announcement of the selection of your project for WIFIA credit assistance is embargoed until EPA publicly announces the names of all selected prospective borrowers and projects on January 11th. Please do not share this information externally prior to this date. If you have questions regarding communicating your selection or would like to coordinate your announcement with EPA, please contact Arielle Gerstein at gerstein.arielle@epa.gov or 202-819-6811.

We look forward to working with you on this project.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jorianne Jernberg". The signature is fluid and cursive, with the first name being more prominent.

Jorianne Jernberg
Acting Director, WIFIA Program

WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) APPLICATION

Public Works and Transportation Committee
February 23, 2021

City Council
March 2, 2021

Tatiana Arnaout, City Engineer



FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to adopt resolution authorizing the City Manager to submit an application for an amount not to exceed \$27,600,000 from the Water Infrastructure Finance and Innovation Act Loan program administered by the U.S. Environmental Protection Agency; designating the amount of project expenditures to be reimbursed by proceeds from the Water Infrastructure Finance and Innovation Act loan; and dedicating and pledging revenues and funds for the repayment of the Water Infrastructure Finance and Innovation Act loan from the U.S. Environmental Protection Agency.

FOR CITY COUNCIL:

That the City Council approve and authorize the Mayor to adopt resolution authorizing the City Manager to submit an application for an amount not to exceed \$27,600,000 from the Water Infrastructure Finance and Innovation Act Loan program administered by the U.S. Environmental Protection Agency; designating the amount of project expenditures to be reimbursed by proceeds from the Water Infrastructure Finance and Innovation Act loan; and dedicating and pledging revenues and funds for the repayment of the Water Infrastructure Finance and Innovation Act loan from the U.S. Environmental Protection Agency.

- The Water Infrastructure Finance and Innovation Act of 2014 (WIFIA) established a federal credit program administered by the U.S. Environmental Protection Agency (EPA)
 - WIFIA focus is on water and wastewater infrastructure investment
 - Provides for direct low interest loans by the U.S. EPA
 - Loans are customized as to terms and offers extended maturities
 - Designed to compliment existing funding sources
 - Loans must be cofinanced with other sources of funding

- October 12, 2020: Letter of interest submitted for the Aquifer Storage and Recovery (ASR) Completion Project
- U.S. EPA evaluated and selected the City's project and was invited to apply for credit assistance
- Loan is limited to 49% of the total estimated project cost of \$56,330,000 or \$27,600,000
- Process is estimated to take seven (7) months from submission of application to closing of the loan

- ASR is a major component of the City's Groundwater Recovery Enhancement and Treatment (GREAT) program
- ASR Project involves four (4) components which will all be included in the WIFIA application:
 1. Advanced Water Purification Facility (AWPF) upgrades to increase capacity from 6.25 million gallons per day to 12.5 million gallons per day
 2. Construction of six (6) ASR wells - one (1) demonstration well and five (5) full-scale wells

- ASR Project involves four (4) components (continued):
 3. Construction of 20-inch diameter distribution pipeline necessary to convey recovered groundwater from the ASR wells to three existing water blending stations
 4. Blending station mechanical and electrical upgrades, piping modifications and pump replacements

- Demonstration well improvements scheduled to begin construction in 2021 and completed by January 2022
- Demonstration well improvements are not part of the WIFIA program application
- Next stage of the ASR Completion Project expected to begin once the demonstration well improvements permit is approved by the Division of Drinking Water: process anticipated to last one (1) year
- ASR Completion Project will increase production and use of recycled water by increasing capacity at the AWPf, constructing additional full-scale wells, and by improving the infrastructure at the blending stations

- There is no financial impact to the City's General Fund
- Initial cost is for the application process only
 - WIFIA loan application fee is \$100,000 and will be funded with Water Operations Funds
 - Application fee will be credited to the credit processing fee, which ranges from \$100,000 to \$300,000
 - Fee reimburses U.S. EPA for its financial, technical, and legal advisory costs and is due upon execution of the loan

- Full cost of the loan, if approved, will be determined once terms for repayment are established
- Funding for the Project would be included in the CIP starting in FY 2022-23 through 2027-28



QUESTIONS



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.4

DATE: March 2, 2021
TO: City Council
FROM: Craig B, Public Works Director, (805) 385-8055, craig.b@oxnard.org
SUBJECT: Procurement of Vehicles and Trailers for the Environmental Resources Division. (0/10/10)

RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to execute Purchase Orders in the total amount of \$10,189,921.49 for the purchase of new vehicles and accessories:
 - a. Purchase Order 7991 with Velocity Truck Center of VC for an amount not to exceed \$8,360,298.80 for the purchase of:
 - i. Ten (10) new residential, compressed natural gas (CNG) vehicles with accessories for a cost of \$3,343,980.80;
 - ii. Nine (9) new commercial, compressed natural gas (CNG) vehicles with accessories for a cost of \$3,016,424.97;
 - iii. Five (5) new industrial, compressed natural gas (CNG) vehicles with accessories for a cost of \$1,375,855.65;
 - iv. Two (2) new rear-loader, compressed natural gas (CNG) vehicles with accessories for a cost of \$624,037.38;
 - b. Purchase Order 7993 with Pape' Kenworth for an amount not to exceed \$906,092.30 for the purchase of seven (7) new semi-tractor transfer vehicles with accessories;
 - c. Purchase Order 7992 with The Trailer Company for an amount not to exceed \$923,530.39 for the purchase of ten (10) new transfer trailers with accessories; and
2. The City Manager to approve a budget appropriation in the amount of \$10,189,922 to recognize proceeds from a lease purchase to finance the acquisition of refuse collection vehicles and transfer trailers for the Environmental Resources Division (Project 216804).

(Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/fGByIT12jZ4>

BACKGROUND

The Environmental Resources Division (ER) provides uninterrupted daily collection and removal of solid waste, recyclable material and organic waste material to approximately 40,000 residential single-family households and to approximately 15,000 commercial and multi-family dwelling units to ensure a sanitary environment. In Fiscal Year 2019-20, ER's fleet collected 181,682 solid waste tons, 14,540 curbside recycle tons and 15,391 organic waste (greenwaste) tons from residential, multi-family and commercial sectors. The State of California enacted legislation through Assembly Bills 341, 939, 1826 and Senate Bill 1383 that mandate cities to recycle and divert material from the landfill. It is imperative that ER's vehicle and trailer fleet is in good operating condition to collect solid waste, recyclable and organic waste material for the City to meet compliance of the mandates enacted by the State.

ER Fleet comprises more than ninety (90) vehicles that are used to collect and transfer solid waste, recyclables and organic (greenwaste) material. Residential, commercial, industrial ("rolloff") and rear loader vehicles are used to collect solid waste,

recyclables, organic (greenwaste) and illegal dumping throughout the City of Oxnard. After these materials are received and processed at the Del Norte Facility, transfer semi tractor trailers convey them to contracted landfills and processors. Moving forward, it is imperative that the ER fleet upgrade and remain in good operating condition to meet customer demand and comply with State mandates.

DISCUSSION

Residential, Commercial and Industrial Vehicles

Residential Vehicles - Side-Loader

ER's residential collection fleet currently consists of 29 vehicles: 19 diesel and 10 compressed natural gas (CNG). The residential fleet is assigned to eight (8) daily routes for solid waste collection, eight (8) daily routes for curbside recycle or organic waste collection and two (2) daily routes for special pickup and food waste collection. Secondary backup vehicles remain in the fleet to cover when primary vehicles are down for repair. The residential collection fleet currently has an average vehicle age of over 11 years and still includes diesel-fueled vehicles. Many of these vehicles have exceeded their seven (7) year usable life and are increasingly expensive in cost and time to service and repair. In order to maintain a reliable residential collection fleet, it is critical that the ER and Fleet Divisions maintain a comprehensive maintenance and vehicle replacement plan. The following table identifies 10 residential collection vehicles that are currently recommended for replacement:

Table 1

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	1997	24	Volvo	3158	Diesel	140,480
2	1997	24	Volvo	3159	Diesel	235,579
3	2000	21	Volvo	3434	Diesel	111,198
4	2000	21	Volvo	3435	Diesel	126,295
5	2005	16	Autocar	05100	Diesel	137,493
6	2005	16	Autocar	05101	Diesel	186,774
7	2005	16	Autocar	05104	Diesel	107,894
8	2005	16	Autocar	05105	Diesel	120,954
9	2005	16	Autocar	05106	Diesel	149,815
10	2006	15	Autocar	06100	Diesel	121,227

After considerable vehicle platform research and availability of local vendors to supply parts and other services, the ER and Fleet Divisions selected the Autocar residential collection vehicle model. The selection of Autocar also ensures fleet commonality with regard to operator and mechanic training and leverages efficiencies not realized with dissimilar makes and models. The total cost of 10 side-loader residential CNG collection vehicles with accessories is \$3,343,980.80.

The 10 vehicles identified in the table are designated for replacement and will be auctioned for their scrap salvage value. The remaining 19 vehicles will continue to operate in the ER residential fleet.

Commercial Vehicles

ER's commercial collection fleet currently consists of 11 vehicles: six (6) diesel and five (5) CNG. The commercial fleet is assigned to 11 daily routes for solid waste collection and two (2) daily routes for curbside recycle material, organic waste and special bulky waste collection. The commercial collection fleet currently has an average age of over 12 years and still includes diesel-fueled vehicles. Secondary backup vehicles remain in the fleet to cover when primary vehicles are down for repair. Many of these vehicles have exceeded their seven (7) year usable life and are increasingly expensive in cost and time to service and repair. In order to maintain a reliable commercial collection fleet, and comply with State mandates on commercial recycling, it is critical that the ER and Fleet Divisions maintain a comprehensive preventative maintenance and vehicle replacement plan. The following table identifies six (6) commercial collection vehicles that are currently recommended for replacement:

Table 2

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	1996	25	GMC	3082	Diesel	220,040
2	1997	24	Volvo	3098	Diesel	Out of Service
3	2005	16	Autocar	05200	Diesel	143,165
4	2005	16	Autocar	05202	Diesel	117,524
5	2005	16	Autocar	05204	Diesel	177,673
6	2005	16	Autocar	05205	Diesel	185,202

After considerable vehicle platform research and availability of local vendors to supply parts and other services, the ER and Fleet Divisions selected the Autocar commercial collection vehicle model. The selection of Autocar also ensures fleet commonality with regard to operator and mechanic training and leverages efficiencies not realized with dissimilar makes and models. The total cost of nine (9) front-end loader commercial CNG collection vehicles with accessories is \$3,016,424.97.

The six (6) vehicles identified in the table are designated for replacement and will be auctioned for their scrap salvage value. The remaining five (5) vehicles will continue to operate in the ER commercial fleet.

Industrial Vehicles

ER's industrial collection fleet currently consists of 11 vehicles: six (6) diesel and five (5) CNG. The industrial fleet is assigned to seven (7) daily routes for solid waste collection. Secondary backup vehicles remain in the fleet to cover when primary vehicles are down for repair. The industrial collection fleet has an average vehicle age of over 13 years and still includes diesel-fueled vehicles. Many of these vehicles have exceeded their seven (7) year usable life and are increasingly expensive in cost and time to service and repair. In order to maintain a reliable industrial collection fleet, it is critical that the ER and Fleet Divisions maintain a comprehensive maintenance and vehicle replacement plan. The following table identifies five (5) industrial collection vehicles that are currently recommended for replacement:

Table 3

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	1991	30	Whitfield	2852	Diesel	197,657
2	1998	23	Volvo	3294	Diesel	336,768
3	1999	22	Volvo	3292	Diesel	454,274
4	2001	20	Volvo	3439	Diesel	374,274
5	2001	20	Volvo	3440	Diesel	313,518

After considerable vehicle platform research and availability of local vendors to supply parts and other services, the ER and Fleet Divisions selected the Autocar industrial collection vehicle model. The selection of Autocar also ensures fleet commonality with regard to operator and mechanic training and leverages efficiencies not realized with dissimilar makes and models. The total cost of five (5) industrial, CNG collection vehicles with accessories is \$1,375,855.65.

The five (5) vehicles identified in the table are designated for replacement and will be auctioned for their scrap salvage value. The remaining 6 vehicles will continue to operate in the ER industrial fleet.

Procurement of the Collection Vehicles for Residential, Commercial and Industrial Programs

Staff recommends to piggyback on a bid issued by the City of Ontario (Ontario) on June 21, 2018 for 24 CNG powered refuse collection vehicles in lieu of issuing a formal request for bid. The City will acquire the 24 new CNG vehicles with competitive pricing previously vetted through a public agency competitive bid process completed by Ontario. As the low responsible bidder, Velocity Truck Centers was awarded the purchase order from Ontario and will honor the piggyback bid. Velocity Truck Centers is

a local vendor, located at 2501 Camino Del Sol in Oxnard. The proximity of Velocity Truck Centers to the Del Norte Facility and the City of Oxnard Fleet Garage provides quicker response times for maintenance and warranty work not provided by the City's Fleet Division.

Rear Loader Vehicles

The ER 311 fleet only includes one (1) diesel-fueled, rear-loader collection vehicle. This vehicle is used to manage collection services related to the Oxnard 311 and Neighborhood Cleanup programs. This vehicle #10300, was purchased in 2010 and has accumulated 100,947 miles. At over 10 years old, it has exceeded its seven (7) year usable life and is increasingly expensive in cost and time to service and repair. Additionally, there is no backup to provide continued service when it is down for maintenance. In order to maintain a reliable service to the 311 and Neighborhood Cleanup programs, it is critical that ER operate two (2) rear-loader, CNG collection vehicles in the fleet. The following table identifies the one (1) rear loader vehicle recommended for replacement with two (2) new rear loaders:

Table 4

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	2010	10	Autocar	10300	Diesel	100,947

After considerable vehicle platform research and availability of local vendors to supply parts and other services, the ER and Fleet Divisions selected the Autocar rear-loader, CNG collection vehicle model. The selection of Autocar also ensures fleet commonality with regard to operator and mechanic training and leverages efficiencies not realized with dissimilar makes and models. The total cost of two (2) rear-loader, CNG collection vehicles with accessories is \$624,037.38. Vehicle #10300 will be auctioned for its scrap salvage value.

Procurement of the Rear Loader Vehicles

Staff recommends to piggyback on a bid issued by the City of Glendale (Glendale) on March 25, 2019 for two (2) CNG powered rear loader collection vehicles in lieu of issuing a formal request for bid. The City will acquire the two (2) new CNG vehicles with competitive pricing previously vetted through a public agency competitive bid process completed by Glendale. As the low responsible bidder, Velocity Truck Centers was awarded the purchase order from Glendale and will honor the piggy back bid. Velocity Truck Centers is a local vendor, located at 2501 Camino Del Sol in Oxnard. The proximity of Velocity Truck Centers to the Del Norte Facility and the City of Oxnard Fleet Garage provides quicker response times for maintenance and warranty work not provided by the City's Fleet Division.

Transfer/Semi Tractors

ER's transfer fleet currently consists of 12 diesel-fueled, semi-tractor vehicles. Semi-tractors are used six (6) days per week to transfer material from the Del Norte Regional Recycling and Transfer Station to contracted landfills and material processors. Each semi-tractor pulling a trailer hauls an average of 21 tons per trip at four trips per day to landfills and material processing facilities. The transfer fleet currently has an average vehicle age of over 21 years. Many of these vehicles have exceeded their 10 year usable life and are increasingly expensive in cost and time to service and repair. These are all diesel-fueled vehicles that connect to trailers to haul solid waste and other material to permitted landfills and material processing facilities. Unlike collection vehicles previously discussed herein, CNG fueled semi tractors are still an emerging technology, with limited suppliers and service providers. In order to maintain a reliable transfer fleet and minimize the use of supplemental hauling, it is critical that the ER and Fleet Divisions maintain a comprehensive maintenance and vehicle replacement plan. The following table indicates transfer vehicles that are currently recommended for replacement:

Table 5

#	Model	Life Cycle	Manufacturer	Vehicle	Fuel Type	Current Mileage
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	Year	Years		Identification		
1	1996	25	Kenworth	3110	Diesel	675,910
2	1996	25	Kenworth	3113	Diesel	673,803
3	1996	25	Kenworth	3114	Diesel	720,472
4	1996	25	Kenworth	3115	Diesel	810,138
5	1997	24	Kenworth	3144	Diesel	801,652
6	2000	21	Kenworth	3355	Diesel	Out of Service
7	2002	19	Kenworth	3535	Diesel	628,846
8	2002	19	Kenworth	3536	Diesel	750,027
9	2002	19	Kenworth	3537	Diesel	779,458

After considerable vehicle platform research and availability of local vendors to supply parts and other services, the ER and Fleet Divisions selected the Kenworth semi-tractor transfer vehicle model. For this round of procurement, staff recommends continued use of diesel-fueled semi-tractor transfer vehicles. The ER and Fleet Divisions will continue to evaluate alternative fuel options--including electric--for future procurement related to the semi-tractor transfer fleet. The selection of Kenworth ensures fleet commonality with regard to operator and mechanic training and leverages efficiencies not realized with dissimilar makes and models. The total cost of seven (7) semi-tractor transfer vehicles with accessories is \$906,092.30.

The nine (9) vehicles in the table are designated for replacement and will be auctioned for their scrap salvage value. The remaining 3 vehicles will continue to operate in the ER transfer fleet.

Procurement of the Semi-Tractors

The City, under the current Purchasing Policy, participates in the cooperative procurement program "Sourcewell." Under this program, the City is a Sourcewell Member and is able to benefit from the global solicitation of semi-tractor under Kenworth manufacturer contracts. The Fleet Division (Fleet) researched national purchasing agreements for Kenworth semi-tractors that offered economies of scale pricing and were competitively solicited. Fleet identified a Sourcewell Cooperative Contract Number 060920-KTC for the seven (7) Kenworth semi-tractors. Sourcewell awarded Kenworth Truck Company Division of PACCAR, Incorporated the contract to provide the Kenworth semi-tractor.

Transfer/Trailers

ER's transfer trailer fleet currently consists of 11 transfer trailers. These trailers are connected to the semi-tractor transfer vehicles described above. The transfer trailer fleet currently has an average trailer age of over 21 years. Most of these transfer trailers have exceeded their seven (7) year usable life and are increasingly expensive in cost and time to service and repair. This also requires the transfer operation to rely more heavily upon contracted supplemental haulers. In order to maintain a reliable transfer trailer fleet, it is critical that the ER and Fleet Divisions maintain a comprehensive maintenance and vehicle replacement plan. The following table identifies transfer fleet trailers that are currently recommended for replacement:

Table 6

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification
1	1996	25	Peer	3120
2	1996	25	Peer	3129
3	2000	21	Peer	3356
4	2000	21	Peer	3357
5	2002	19	Peer	3538
6	2002	19	Peer	3539
7	2002	19	Peer	3540
8	2004	17	Peer	3735
9	2004	17	Peer	3736
10	2004	17	Peer	3737

After considerable transfer trailer platform research and availability of local vendors to supply parts and other services, the ER

and Fleet Divisions selected The Trailer Company. The selection of The Trailer Company also ensures transfer trailer fleet commonality with regard to operator and mechanic training and leverages efficiencies not realized with dissimilar makes and models. The Environmental Resources and Fleet Divisions recommend procurement of 10 transfer trailers with accessories at a cost of \$923,530.39.

The 10 transfer trailers identified in the table are designated for replacement and will be auctioned for their scrap salvage value. The remaining one (1) trailer will continue to operate in the ER transfer fleet.

Procurement of the Transfer Trailers

Staff recommends to piggyback on a bid issued by the County of Kern (Kern) on November 5, 2018 for 10 transfer trailers in lieu of issuing a formal request for bid. The City will acquire the 10 new transfer trailers with competitive pricing previously vetted through a public agency competitive bid process completed by Kern. As the low responsible bidder, The Trailer Company was awarded the purchase order from Kern and will honor the piggyback bid. The Trailer Company is located at 234 Mt. Vernon Avenue, Bakersfield, California.

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 for the 43 vehicles and trailers is \$10,189,921.49. Staff will proceed with a Request for Proposal to seek a financial institution providing the best cost-effective lease purchase financing arrangement. Staff will return to the Finance and Governance Committee and to the City Council recommending approval of a Master Lease Agreement for Equipment and the selection of a lease purchase provider. A lease option to purchase agreement provides financing at low interest rates allowing the Environmental Resources Enterprise Fund to efficiently utilize working capital.

A budget appropriation in the amount of \$10,189,922 in the Environmental Resources Fund (631) in Project #216804 will recognize proceeds from the eventual lease purchase to finance the acquisition of the vehicles and trailers. Annual payments for the vehicles and trailers under the lease purchase will be included in future annual budget requests. After completing the RFP process for a lease-purchase financing, staff will return to the Finance and Governance Committee and to the City Council recommending approval of a Master Lease Agreement for Equipment with the payment terms and interest rate of the lease purchase for the vehicles and trailers. Staff expects the financing to be in place before the City needs to pay for the equipment, which takes months to manufacture and prepare for delivery.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on February 9, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Todd Vasquez-Housley, Environmental Resources Division Manager, Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. PO 7991 Velocity
2. PO 7993 Kenworth
3. PO 7992 The Trailer Co
4. Budget Appropriation for Refuse Vehicles and Trailers

5. Residential Vehicle - City of Ontario Quote from Velocity Truck Centers
6. Commercial Vehicle - City of Ontario Quote from Velocity Truck Centers
7. Industrial Vehicle - City of Ontario Quote from Velocity Truck Centers
8. Rear Loader Vehicle - City of Glendale Quote from Velocity Truck Centers
9. Semi-Tractor Vehicle - Sourcewell Cooperative Contract No. 060920-KTC
10. Transfer Trailers - County of Kern Quote from The Trailer Company
11. Presentation



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007991**

DATE: 2/11/2021

VENDOR PHONE: (562)447-1260

VENDOR FAX: () -

VENDOR #: 19164

VENDOR ADDRESS: VELOCITY TRUCK CENTER OF VC
P.O. BOX 101284
PASADENA, CA 91189-1284

SHIP TO: ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
01/11/2021		0000005265	01/11/2021	FORMELY BIG T'S	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		63168808268606		DANIEL WILLHITE	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1 8,360,298.8 REFUSE COLLECTION TRUCKS
0 / DL

1.0000 8,360,298.
80

BA PENDING PWTC 2.9.21 #2021-1096 AND COUNCIL
\$10,189,922

TOTAL PURCHASE AMOUNT

\$8,360,298.80

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

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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);
 - 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

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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.



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007993**

DATE: 2/11/2021

VENDOR PHONE: (661)323-2931

VENDOR FAX: () -

VENDOR #: 23418

VENDOR ADDRESS: PAPE' KENWORTH
355 GOODPASTURE ISLAND RD
EUGENE, OR 97401

SHIP TO: ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
01/15/2021		0000005274	01/15/2021	BOB TRUBEY	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		63168808268606		DANIEL WILLHITE	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	SEMI-TRACTOR TRANSFER VEHICLES	
906,092.30		1.0000 906,092.30
/ DL		

BA PENDING PWTC 2.9.21 #2021-1096 AND COUNCIL
NO BTC RQRD*AM

TOTAL PURCHASE AMOUNT

\$906,092.30

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

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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.
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 - 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.
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PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007992**

DATE: 2/11/2021

VENDOR PHONE: (661)324-7377

VENDOR FAX: (661)324-3984

VENDOR #: 21509

VENDOR ADDRESS: THE TRAILER COMPANY
234 MT. VERNON AVE
BAKERSFIELD, CA 93307

SHIP TO: ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
01/11/2021		0000005266	01/11/2021		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		63168808268606		DANIEL WILLHITE	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	TRANSFER TRAINLERS	
923,530.39		1.0000 923,530.39
/ DL		

NO BTC RQRD*AM
BA PENDING PWTC 2.9.21 #2021-1096 AND COUNCIL

TOTAL PURCHASE AMOUNT

\$923,530.39

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

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REQUEST FOR BUDGET APPROPRIATION

Department: Public Works - Environmental Resources

Date: March 2, 2021

Project/Program:

Manager: Todd Vasquez-Housley

Phone: (805) 385-7957

Reason for Appropriation:

Budget appropriation to recognize proceeds from lease purchase financing for the acquisition of refuse collection vehicles and transfer trailers for the Environmental Resources Division.

Accounts and Descriptions

AMOUNT

Fund: ENVIRONMENTAL RESOURCES OPERATING FUND (631)

Revenues/Transfer In

Refuse Vehicles & Trailers (Project 216804)

631-1001-712-7952 PROCEEDS FROM BORROWING / LINE OF CREDIT FINANCING 10,189,922

Sub-total Revenues 10,189,922

Expenditures/Transfers Out

Refuse Vehicles & Trailers (Project 216804)

631-6880-826-8606 CAPITAL OUTLAY- MACHINERY & EQUIPMENT 10,189,922

Sub-total Expenditures 10,189,922

Net Change to Fund Balance 0

Net Appropriation Change 10,189,922

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA # (Finance Use Only) _____

BA DOC.# (Finance Use Only) _____

REQUIRES CITY COUNCIL AUTHORIZATION



OFFICE (805) 983-2408
FAX (805) 983-7570

2501 Camino Del Sol, Oxnard CA 93030

www.VelocityTruckCenters.com

Ron Creighton Ph#: 909-510-4406 Cell: 562/755-6108 Email: RCreighton@vvgtruck.com

Customer# 105164

CITY OF OXNARD

Purchaser's Name(s)

DE-69003/2020-117759

Address 300 WEST THIRD STREET

Stock # On Order

City OXNARD

Date 01/07/2021

State CA

Bus Phone (805)247-8920

County Oxnard* [7.75]

Zip 93030

Cell Phone

Fax Phone (805)385-8053

New/Used New	Make AUTOCAR	Model ACX64	Year 2022	Color WHITE	To Be Delivered On Or About 11/29/2021					
Type of Vehicle Truck	Serial Number Factory Order		Mileage			Price Per Unit	Quantity 10			
Cash Price Of Base Vehicle						\$310,260.00	\$3,102,600.00			
Additional Options:										
COOPERATIVE PURCHASE AGREEMENT - CITY OF ONTARIO, CA. P.O. No. ONTCA-0000043718 AUTOCAR ACX / AMREP AUTOMATED SIDE LOADER FET Tire Credit \$0.00 County Oxnard* [7.75] GVWR/GCWR 60000						Doc Fee / Prep Fee	\$70.00	\$700.00		
						Total	\$310,330.00	\$3,103,300.00		
						California Tire Recycle Fee	\$17.50	\$175.00		
						FET	\$0.00			
						Sales Tax 7.75000	\$24,050.58	\$240,505.80		
						License/Registration Fee	\$0.00			
						O/S Delivery Fee				
						Total Cash Delivered Price	\$334,398.08	\$3,343,980.80		
						Cash down	Check/PO#			
						payment		Deposit on Order Each		
	Cash on Delivery									
Description Of Trade-In			Appraisal Allow. For Used Vehicle Trade							
Make	Model	Type	Year	Quanity	Less Balance Owning to					
					Trade in Allowance					
Eng. No.	VIN No.		License No	Amount Due Upon Delivery			\$3,343,980.80			

ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE. ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.

The first and second pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

I have read and understand the second page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

CITY OF OXNARD

Ron Creighton

Purchaser's Name

Sales Person

Purchaser's Signature

Approved By:

This order is not valid unless signed and accepted by dealer

Jan 7 2021 5:58PM

X

1. **TRADE-IN(S).** Purchaser shall deliver trade-in(s) in the same condition as at the time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchase represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.

2. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted by law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

3. **CANCELLATION.** Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation changes and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs.

(Purchaser's Initials)

4. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use or other tax applicable to the sale or use of the trucks purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchaser's responsibility and further agrees to promptly pay any such taxes.

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7. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order of receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser. Purchaser understands that certain safety equipment is available that is not legally required and is available at Purchaser's request for an additional fee.

8. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.

9. **GENERAL.** Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Accepted and Agreed by: _____
(Company Name)

(Date)

Signor's Name and Title: _____
(Please Print Name and Title. Must be an Officer of the company
Authorized to approve capital purchases.)

X

(Signature)



OFFICE (805) 983-2408
FAX (805) 983-7570

2501 Camino Del Sol, Oxnard CA 93030

www.VelocityTruckCenters.com

Ron Creighton Ph#: 909-510-4406 Cell: 562/755-6108 Email: RCreighton@vvgtruck.com

Customer# 105164

CITY OF OXNARD

Purchaser's Name(s)

DE-69026/2020-117759

Stock # On Order

Address 300 WEST THIRD STREET

Date 01/07/2021

City OXNARD

State CA

Bus Phone (805)247-8920

County Oxnard* [7.75]

Zip 93030

Cell Phone

Fax Phone (805)385-8053

New/Used New	Make AUTOCAR	Model ACX64	Year 2022	Color WHITE	To Be Delivered On Or About 11/29/2021				
Type of Vehicle Truck	Serial Number Factory Order		Mileage			Price Per Unit	Quantity 9		
Cash Price Of Base Vehicle						\$310,965.57	\$2,798,690.13		
Additional Options: QTY. (2) LAPTOP COMPUTERS						\$0.00	\$0.00		
COOPERATIVE PURCHASE AGREEMENT - CITY OF ONTARIO, CA. BID #972 PO NO. ONTCA-0000045012 AUTOCAR ACX / AMREP FRONT END LOADER FET Tire Credit \$0.00 County Oxnard* [7.75] GVWR/GCWR 60000						Doc Fee / Prep Fee	\$70.00	\$630.00	
						Total	\$311,035.57	\$2,799,320.13	
						California Tire Recycle Fee	\$17.50	\$157.50	
						FET	\$0.00		
						Sales Tax 7.75000	\$24,105.26	\$216,947.34	
						License/Registration Fee	\$0.00		
						O/S Delivery Fee			
						Total Cash Delivered Price	\$335,158.33	\$3,016,424.97	
						Cash down payment	Check/PO#	Deposit on Order Each	
							Cash on Delivery		
Description Of Trade-In			Appraisal Allow. For Used Vehicle Trade						
Make	Model	Type	Year	Quantity	Less Balance Owning to				
					Trade in Allowance				
Eng. No.	VIN No.		License No	Amount Due Upon Delivery			\$3,016,424.97		

ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE. ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.

The first and second pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

I have read and understand the second page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

CITY OF OXNARD

Purchaser's Name

Ron Creighton

Sales Person

Purchaser's Signature

Approved By:

This order is not valid unless signed and accepted by dealer

Jan 7 2021 6:08PM

1. TRADE-IN(S). Purchaser shall deliver trade-in(s) in the same condition as at the time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchase represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.

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(Purchaser's Initials)

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Accepted and Agreed by: _____
(Company Name)

(Date)

Signor's Name and Title: _____
(Please Print Name and Title. Must be an Officer of the company
Authorized to approve capital purchases.)

X

(Signature)



OFFICE (805) 983-2408
FAX (805) 983-7570

2501 Camino Del Sol, Oxnard CA 93030

www.VelocityTruckCenters.com

Ron Creighton Ph#: 909-510-4406 Cell: 562/755-6108 Email: RCreighton@vvgtruck.com

Customer# 105164

CITY OF OXNARD

Purchaser's Name(s)

DE-69044/2020-117759

Stock # On Order

Address 300 WEST THIRD STREET

Date 01/07/2021

City OXNARD

State CA

Bus Phone (805)247-8920

County Oxnard* [7.75]

Zip 93030

Cell Phone

Fax Phone (805)385-8053

New/Used New	Make AUTOCAR	Model ACX64	Year 2022	Color WHITE	To Be Delivered On Or About 11/29/2021					
Type of Vehicle Truck	Serial Number Factory Order		Mileage			Price Per Unit	Quantity 5			
Cash Price Of Base Vehicle						\$255,293.00	\$1,276,465.00			
Additional Options: QTY. (2) LAPTOP COMPUTERS						\$0.00	\$0.00			
COOPERATIVE PURCHASE AGREEMENT - CITY OF ONTARIO, CA. BID NO. #221 P.O. No. ONTCA-0000045011 FET Tire Credit \$0.00 County Oxnard* [7.75] GVWR/GCWR 60000						Doc Fee / Prep Fee	\$70.00	\$350.00		
						Total	\$255,363.00	\$1,276,815.00		
						California Tire Recycle Fee	\$17.50	\$87.50		
						FET	\$0.00			
						Sales Tax 7.75000	\$19,790.63	\$98,953.15		
						License/Registration Fee	\$0.00			
						O/S Delivery Fee				
						Total Cash Delivered Price	\$275,171.13	\$1,375,855.65		
						Cash down	Check/PO#			
						payment		Deposit on Order Each		
	Cash on Delivery									
Description Of Trade-In			Appraisal Allow. For Used Vehicle Trade							
Make	Model	Type	Year	Quantity	Less Balance Owning to					
					Trade in Allowance					
Eng. No.	VIN No.		License No	Amount Due Upon Delivery			\$1,375,855.65			

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I have read and understand the second page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

CITY OF OXNARD

Ron Creighton

Purchaser's Name

Sales Person

Purchaser's Signature

Approved By:

This order is not valid unless signed and accepted by dealer

Jan 7 2021 6:15PM

X

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Accepted and Agreed by: _____
(Company Name)

(Date)

Signor's Name and Title: _____
(Please Print Name and Title. Must be an Officer of the company
Authorized to approve capital purchases.)

X

(Signature)



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FAX (805) 983-7570

2501 Camino Del Sol, Oxnard CA 93030

www.VelocityTruckCenters.com

Ron Creighton Ph#: 909-510-4406 Cell: 562/755-6108 Email: RCreighton@vvgtruck.com

Customer# 105164

CITY OF OXNARD

Purchaser's Name(s)

Address 300 WEST THIRD STREET

City OXNARD

County Oxnard* [7.75]

State CA

Zip 93030

Stock #

DE-74131/2020-122492

Date

On Order 09/14/2020

Bus Phone

(805)247-8920

Cell Phone

(805)207-0494

Fax Phone

(805)385-8053

New/Used New	Make AUTOCAR	Model ACX64	Year 2021	Color BLUE	To Be Delivered On Or About 3/15/2021		
Type of Vehicle RV Coach	Serial Number FACTORY ORDER		Mileage			Price Per Unit	Quantity 2
Cash Price Of Base Vehicle <i>Additional Options:</i> <							

ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE. ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.

The first and second pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

I have read and understand the second page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

CITY OF OXNARD

Purchaser's Name

Ron Creighton

Sales Person

Purchaser's Signature

Approved By:

This order is not valid unless signed and accepted by dealer

Sep 14 2020 2:22PM

X

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Accepted and Agreed by: _____
(Company Name)

(Date)

Signor's Name and Title: _____
(Please Print Name and Title. Must be an Officer of the company
Authorized to approve capital purchases.)

X

(Signature)



PAPÉ KENWORTH

CUSTOMER TRUCK
SALES ORDER

Page 1 of 2

SIC Code:

INVOICE ADDRESS	Buyer Name City of Oxnard	DELIVERY ADDRESS	Name
Address 300 West 3rd. Street		Address	
City Oxnard	State CA	Zip 93030	City State Zip
Phone	Fax	Phone	Fax
PO No.	Delivery/F.O.B.	Est. Delivery Date Appx. 3-4 months from date of order	
EQUIPMENT	Yr/Make 2022 Kenworth	Mileage	NEW ☒ USED ☐
	Model T-880	VIN No. TBD	
Description: Seven New Kenworth Model T-880 Tractors per attached specification. Price each \$120,099.00			\$840,693.00
Doc Fee			\$85.00
Sourcewell pricing based on NPO code #9210159			
☒ See attached Kenworth Vehicle Summary or Addendum			
Additional Equipment/Accessories		Cost	
		Add'l Equipment Sales Price	\$0.00
		Transportation Charges	\$0.00
		Federal Excise Tax	
		State Sales Tax 7.750 %	\$65,160.30
TRADE	Yr/Make ☐ See attached Addendum	Misc. Document/License Fee	\$154.00
	Model	Less Net Trade-In Allowance	\$0.00
	VIN No.	Total Differential Price	\$906,092.30
Lienholder	Mileage	Less Deposit with Order	\$0.00
Trade In Allowance	Less (Est.) Payoff	Balance Due on Delivery	\$906,092.30
* The Sales Price shown in this order will be adjusted by the same increase or decrease as any increase or decrease in Dealer's factory list prices and any increase or decrease in transportation costs between today's date and the date of delivery.			
WARRANTY	☒ NEW STANDARD KENWORTH CHASSIS ☐ VENDOR NEW EXTENDED (describe) ☐ VENDOR NEW EXTENDED (describe) ☐ USED (describe) ☐ AS IS / NO WARRANTY		
A heavy-duty tractor and 53-foot or longer box-type trailer operated in California may be subject to the California Air Resources Board Heavy-Duty Vehicle Greenhouse Gas Emission Reduction measure. These vehicles may be required to use low-rolling resistance tires and meet aerodynamic equipment requirements to reduce greenhouse gas emissions. For more information, please visit the California Air Resources Board website at http://www.arb.ca.gov/cc/hdghg/hdghg.htm. If trade-in, Buyer certifies that there is no lien of any kind and that the Trade is free and clear and is his sole and absolute property except as noted above. The undersigned Buyer places a firm order.			
PAPÉ KENWORTH		BUYER	
Store _____		By _____ Title _____	
City Bakersfield	State CA	Zip 93308	By _____ Title _____
By Bob Trubey	Title Sales	By _____ Title _____	
Date 1/14/21	Date _____		

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. **Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. **Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. **Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. **Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest. Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. **Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. **Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

7. **Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side. Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR. CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

8. **Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

9. **Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

10. **Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

I have read, understand and am bound by the above Terms and Conditions of Sale.

Buyer Initial Here

ADDENDUM TO CUSTOMER TRUCK SALES ORDER

Customer Name: _____

Sales Order: _____

☐ ADDITIONAL PURCHASES			
Yr/Make	Model	VIN	Description

☐ ADDITIONAL TRADE-INS			
Yr/Make	Model	VIN	Description

If trade-in, Buyer certifies that there is no lien of any kind and that the Trade is free and clear and is his sole and absolute property except as noted above. The undersigned Buyer places a firm order.

PAPÉ KENWORTH				BUYER	
Store _____				By _____ Title _____	
City <u>Bakersfield</u> State <u>CA</u> Zip <u>93308</u>					
By <u>Bob Trubey</u> Title <u>Sales</u>				By _____ Title _____	
Date <u>1/14/21</u>				Date _____	



234 Mount Vernon Ave, Bakersfield, CA 93307 Ph: 661-324-7377 Fax: 661-324-3984

Customer:	City of Oxnard	Invoice No.	SQ3654
Deliver To:	City of Oxnard	Sold To:	
	1060 Pacific Ave Bld#2		
	Oxnard, CA 93030		
Contact Name:	Joesph Rodriguez		
Phone No.:	(805) 207-0494		

Trailer Contract of Sale

This is a contract of sale in which The Trailer Company, Inc. ("TTC") promises to sell and deliver the trailer described in the table below ("Trailer") to Buyer, and Buyer promises to accept and pay for the Trailer, on the following terms. The description of the Trailer, the purchase price and taxes and additional charges payable by Buyer, and the terms of payment and delivery are as set forth in the table below. The following additional terms are a part of the contract:

1. TTC MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS SALE.

2. TTC makes no express warranties of quality or performance of the Trailer in connection with this sale, except for the limited express warranty contained in the Certificate of Limited Warranty and Extended Warranty Schedule at pages 33-34 of the Trailer Owner's Manual. Buyer (and Customer, if different than Buyer) acknowledges receipt of a copy of the manual, including the Certificate of Limited Warranty and Extended Warranty Schedule.

Continued on Reverse Side

P. O.#	Contract Date	Terms	FOB	Ship Via	Salesperson
	8-Jan-21	Cash on Delivery	Bakersfield	n/a	RICCI
Item Description - Revision #		U/ m	Quantity	Unit Price	Extended Price
2022 TTC Trailer		Ea	10	\$85,626.95	\$856,269.50
Federal Excise Tax		Ea			\$0.00
Sales Tax:		Ea	10	\$6,636.09	\$66,360.89
FMV Tire Credit		Ea			\$0.00
DMV & DOC FEES		Ea	10	\$90.00	\$900.00
Specifications:		Serial #: 1T92S4820KB073825			
48'x102"x13'6", Air Ride, Aluminum Wheels,		Total Item Price:			\$856,269.50
Hallco i4000 Drive, Hallco 11/16" Slats		Freight & Transportation Charges:			
TTC HYD Lids, (4) Extra TTC Post,		F.E.T.: (less Tire Tax Credit)			\$0.00
Ladder, .160" Harden Sides, (9) GoodYear Dura Seal Tires,		Sales Tax:			\$66,360.89
(8) Aluminum Wheels,		Other Charges:			\$900.00
		Down Payment or Trade:			
		Balance Due			\$923,530.39

Additional Terms of Sale Continued

3. With respect to defects that are covered by the express warranty contained in the Certificate of Limited Warranty and Extended Warranty Schedule, the sole and exclusive remedy of Buyer (and Customer, if different than Buyer) shall be limited to the repair or replacement of the defective part as provided in the Certificate of Limited Warranty and Extended Warranty Schedule.

4. Notwithstanding any provision to the contrary, in no event will TTC be liable for incidental or consequential loss or damages (including, but not limited to, damages for lost profits, loss of use, lost time, substitute transportation, business interruption, down time, injury to or death of any person, or injury to or loss of any property other than the Ag Trailer), whether incurred directly by Buyer or Customer, or by way of a claim for indemnity or contribution by Buyer or Customer with respect to any damages actually or allegedly owed to a third party.

5. This Agreement and the rights and obligations of the parties hereto are governed by the laws of the State of California without regard to California choice-of-law principles.

6. Each person who signs this Agreement as an officer, member, or other agent of a party warrants his or her authority to do so, and to bind his or her principal by his or her signature.

7. This contract is a final, complete, and exclusive statement of the agreement between the parties, supersedes any prior oral or written representation, agreement or understanding between the parties (including, without limitation, any purchase or written confirmation sent by Buyer or Customer), and may not be modified, except in a writing signed by the authorized representatives of the parties.

8. Customer intends to put the Trailer to a use for which the trailer body was primarily designed. You acknowledge that TTC's limited warranty of repair or replacement will terminate if the Trailer is put to a different use than that for which it is primarily designed.

BUYER:

CUSTOMER (IF DIFFERENT THAN BUYER):

Authorized Signature

Authorized Signature

TTC:

Authorized Signature

PROCUREMENT OF VEHICLES AND TRAILERS FOR THE ENVIRONMENTAL RESOURCES DIVISION

Public Works and Transportation Committee - February 9, 2021

City Council - March 2, 2021

Todd Vasquez-Housley
Environmental Resources Division

FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

That the Public Works and Transportation Committee recommend that the City Council approve and authorize:

1. The Mayor to execute Purchase Orders in the total amount of \$10,189,921.49 for the purchase of new vehicles and accessories:
 - a) Purchase Order with Velocity Truck Centers for an amount not to exceed \$8,360,298.80 for the purchase of:
 - i. Ten (10) new residential, compressed natural gas (CNG) vehicles with accessories for a cost of \$3,343,980.80;

FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

That the Public Works and Transportation Committee recommend that the City Council approve and authorize:

- ii. Nine (9) new commercial, compressed natural gas (CNG) vehicles with accessories for a cost of \$3,016,424.97;
- iii. Five (5) new industrial, compressed natural gas (CNG) vehicles with accessories for a cost of \$1,375,855.65;
- iv. Two (2) new rear-loader, compressed natural gas (CNG) vehicles with accessories for a cost of \$624,037.38;

FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

That the Public Works and Transportation Committee recommend that the City Council approve and authorize:

b) Purchase Order with Kenworth Truck Company Division of PACCAR, Incorporated for an amount not to exceed \$906,092.30 for the purchase of seven (7) new semi-tractor transfer vehicles with accessories;

c) Purchase Order with The Trailer Company for an amount not to exceed \$923,530.39 for the purchase of ten (10) new transfer trailers with accessories; and

2. The City Manager approve a budget appropriation in the amount of \$10,189,921.49 to recognize proceeds from a lease purchase to finance the acquisition of refuse collection vehicles and transfer trailers for the Environmental Resources Division (Project TBD).

FOR CITY COUNCIL:

That the City Council approve and authorize:

1. The Mayor to execute Purchase Orders in the total amount of \$10,189,921.49 for the purchase of new vehicles and accessories:
 - a) Purchase Order with Velocity Truck Centers for an amount not to exceed \$8,360,298.80 for the purchase of:
 - i. Ten (10) new residential, compressed natural gas (CNG) vehicles with accessories for a cost of \$3,343,980.80;

FOR CITY COUNCIL:

That the City Council approve and authorize:

- ii. Nine (9) new commercial, compressed natural gas (CNG) vehicles with accessories for a cost of \$3,016,424.97;
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FOR CITY COUNCIL:

That the City Council approve and authorize:

b) Purchase Order with Kenworth Truck Company Division of PACCAR, Incorporated for an amount not to exceed \$906,092.30 for the purchase of seven (7) new semi-tractor transfer vehicles with accessories;

c) Purchase Order with The Trailer Company for an amount not to exceed \$923,530.39 for the purchase of ten (10) new transfer trailers with accessories; and

2. The City Manager approve a budget appropriation in the amount of \$10,189,921.49 to recognize proceeds from a lease purchase to finance the acquisition of refuse collection vehicles and transfer trailers for the Environmental Resources Division (Project TBD).

The Environmental Resources Division (ER) provides uninterrupted daily collection and removal of solid waste, recyclable material and organic waste material to approximately 40,000 residential, single-family households and to approximately 15,000 commercial and multi-family dwelling units.

Residential, Multi-family and Commercial accounts collected in FY 2019-20:

- 181,682 solid waste tons
- 14,540 curbside recyclable tons
- 15,391 organic waste tons

ER Fleet comprises more than 90 vehicles that are used daily

- Collection

Residential, commercial, industrial (“rolloff”) and rear loader vehicles pick up solid waste, recyclables, organic (greenwaste) and illegal dumping

- Transfer

After these materials are received and processed at the Del Norte Facility, transfer semi tractor trailers convey them to contracted landfills and processors

Imperative that the ER fleet upgrade and remain in good operating condition to meet customer demand and comply with State mandates

Residential Vehicle Fleet

- Consists of 29 vehicles: 19 are CNG and 10 are diesel
- Average age of over 11 years
 - Recommended 7 year life cycle
- Most vehicles exceed recommended life cycle
- Diesel-fueled vehicles – up to 24 years old
- 10 CNG vehicles recommended for purchase \$3,343,980.80

Residential Vehicle Fleet - 10 vehicles are recommended for replacement

Table 1

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	1997	24	Volvo	3158	Diesel	140,480
2	1997	24	Volvo	3159	Diesel	235,579
3	2000	21	Volvo	3434	Diesel	111,198
4	2000	21	Volvo	3435	Diesel	126,295
5	2005	16	Autocar	05100	Diesel	137,493
6	2005	16	Autocar	05101	Diesel	186,774
7	2005	16	Autocar	05104	Diesel	107,894
8	2005	16	Autocar	05105	Diesel	120,954
9	2005	16	Autocar	05106	Diesel	149,815
10	2006	15	Autocar	06100	Diesel	121,227

Commercial Vehicle Fleet

- Consists of 11 vehicles: 5 are CNG and 6 are diesel
- Average age of over 12 years – recommended 7 year life cycle
- More than half of the fleet exceeds recommended life cycle
- Diesel-fueled vehicles – up to 25 years old
- 9 CNG vehicles recommended for purchase \$3,016,424.97

Commercial Vehicle Fleet - 6 vehicles are recommended for replacement

Table 2

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	1996	25	GMC	3082	Diesel	220,040
2	1997	24	Volvo	3098	Diesel	Out of Service
3	2005	16	Autocar	05200	Diesel	143,165
4	2005	16	Autocar	05202	Diesel	117,524
5	2005	16	Autocar	05204	Diesel	177,673
6	2005	16	Autocar	05205	Diesel	185,202

Industrial (“Rolloff”) Vehicle Fleet

- Consists of 11 vehicles: 5 are CNG and 6 are diesel
- Average age of over 13 years – recommended 7 year lifecycle
- More than half of the fleet exceeds recommended lifecycle
- Diesel-fueled vehicles – up to 30 years old
- 5 CNG vehicles recommended for purchase \$1,373,855.65

Industrial (“Rolloff”) Vehicle Fleet - 5 vehicles are recommended for replacement

Table 3

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	1991	30	Whitfield	2852	Diesel	197,657
2	1998	23	Volvo	3294	Diesel	336,768
3	1999	22	Volvo	3292	Diesel	454,274
4	2001	20	Volvo	3439	Diesel	374,274
5	2001	20	Volvo	3440	Diesel	313,518

Rear Loader Vehicle Fleet

- Consists of 1, diesel fueled vehicle
- Over 10 years old - recommended 7 year life cycle
- Exceeds recommended lifecycle
- 311 and Neighborhood Cleanups are increasing in popularity and demand
- 2 CNG vehicles recommended for purchase \$624,037.38

Rear Loader Vehicle Fleet - 1 vehicle recommended for replacement

Table 4

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	2010	10	Autocar	10300	Diesel	100,947

Procurement of Collection Vehicles for Residential, Commercial, Industrial (“Rolloff”) and 311 Programs

- Vendor - Velocity Truck Centers - In Oxnard
- Autocar platform - fleet commonality with regard to operator and mechanic training
- Leverage efficiencies not realized with dissimilar makes and models

Procurement of Collection Vehicles for Residential, Commercial, Industrial (“Rolloff”) and 311 Programs

- Piggyback on City of Ontario June 21, 2018 bid

10 Residential CNG	-	\$3,343,980.80
9 Commercial CNG	-	\$3,016,424.97
5 Industrial (“Rolloff”) CNG	-	\$1,375,855.65
- Piggyback on City of Glendale March 25, 2019 bid

2 Rear Loader CNG	-	\$ 624,037.38
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- Total PO for Velocity Truck Centers **\$8,360,298.80**

Transfer / Semi Tractor Vehicle Fleet

- Consists of 12 vehicles – all are diesel
- Average age of over 21 years – recommended seven (7) year lifecycle
- Majority of the fleet exceeds recommended lifecycle
- Vehicles up to 25 years old
- 7 diesel vehicles recommended for purchase \$906,092.30

Transfer / Semi Tractor Vehicle Fleet - 9 vehicles are recommended for replacement

Table 5

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	1996	25	Kenworth	3110	Diesel	675,910
2	1996	25	Kenworth	3113	Diesel	673,803
3	1996	25	Kenworth	3114	Diesel	720,472
4	1996	25	Kenworth	3115	Diesel	810,138
5	1997	24	Kenworth	3144	Diesel	801,652
6	2000	21	Kenworth	3355	Diesel	Out of Service
7	2002	19	Kenworth	3535	Diesel	628,846
8	2002	19	Kenworth	3536	Diesel	750,027
9	2002	19	Kenworth	3537	Diesel	779,458

Procurement of Transfer / Semi Tractors

- Vendor - Kenworth Truck Company Division of PACCAR, Inc.
- Kenworth semi tractors - fleet commonality with regard to operator and mechanic training
- Will procure under “Sourcewell” program, which qualifies under the City’s Procurement Policy
- Leverage efficiencies not realized with dissimilar makes and models
- 9 diesel vehicles recommended for purchase \$906,092.30

Transfer Trailer Fleet

- Consists of 11 trailers
- Average age of over 18 years – recommended seven (7) year lifecycle
- Majority of the fleet exceeds recommended lifecycle
- 10 trailers recommended for purchase - \$923,530.39

Transfer / Semi Tractor Vehicle Fleet - 10 Trailers are recommended for replacement

Table 6

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification
1	1996	25	Peer	3120
2	1996	25	Peer	3129
3	2000	21	Peer	3356
4	2000	21	Peer	3357
5	2002	19	Peer	3538
6	2002	19	Peer	3539
7	2002	19	Peer	3540
8	2004	17	Peer	3735
9	2004	17	Peer	3736
10	2004	17	Peer	3737

Procurement of Transfer Trailers

- Vendor - The Trailer Company
- Fleet commonality with regard to operator and mechanic training
- Leverage efficiencies not realized with dissimilar makes and models
- Piggyback on Kern County November 5, 2018 bid
- 10 trailers for purchase - \$923,530.39

The cost of the 43 vehicles and trailers is an estimated \$10,189,921.49. Staff will proceed with a Request for Proposal to seek a financing company providing the best cost-effective lease purchase financing arrangement.

- Staff will return to the Finance and Governance Committee and to the City Council recommending approval of a Master Lease Agreement for Equipment and the selection of a financing company
- Funding will be provided by the Environmental Resources Enterprise Fund (631)
- A lease option to purchase agreement provides financing at low interest rates



QUESTIONS