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.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE

Council Chambers, 305 West Third Street

April 27, 2021

Regular Meeting - 8:30 PM to 10:00 PM

(TEMPORARY MEETING TIME CHANGE)

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 committee name, meeting date, and agenda item in the email 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, FLAG SALUTE

B. 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.

C. REPORTS

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 / Committee Discussion / Public Comment)

1. Public Works Department

   SUBJECT: First Amendment to Agreement A-8135 with Conico Toro, Inc. for Delivery of Lubricants and Antifreeze to City Facilities.

   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-8135 with Conico Toro, Inc., in the amount of $500,000 for a new not to exceed amount of $856,100 and to extend the term to June 30, 2024 for the delivery of lubricants and antifreeze to City facilities.

   Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/MAK3a0UOUyU

   Contact: Craig Beck, (805) 385-8055

2. Public Works Department

   SUBJECT: Pavement Management Update.

   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council receive a report on the Pavement Management Plan, provide input and direct staff to either:

   1. Fund ongoing street pavement conditions at an average Pavement Condition Index (PCI) level of 65. This can be achieved within the current budget, no additional funding required; or
   2. Identify funding to support improving pavement conditions to an average PCI level of 70. It is anticipated this will cost an additional $43.7M over the next three years ($14.6M annually); or
   3. Identify funding to support improving pavement conditions to an average PCI level of 75. It is anticipated this will cost an additional $116.1M over the next five years ($23.2M annually).

   Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/FjOaDhfvX7g

   Contact: Craig Beck, (805) 385-8055

3. Public Works Department

   SUBJECT: Five Year Capital Improvement Program for Fiscal Years 2021-2026.

   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council:

   1. Approve and authorize the Fiscal Year 2021-22 projects to be selected from the Proposed 2021-2026 City of Oxnard Five Year Capital Improvement Program; and
   2. Adopt the 2021-2026 City of Oxnard Five Year Capital Improvement Program.

   Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/WcC7MXPM-Io

   Contact: Craig Beck, (805) 385-8055

D. ITEMS FOR FUTURE AGENDAS

E. ADJOURNMENT

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. C.1

DATE: April 27, 2021

TO: Public Works and Transportation Committee

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: First Amendment to Agreement A-8135 with Conico Toro, Inc. for Delivery of Lubricants and Antifreeze to City Facilities.

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-8135 with Conico Toro, Inc., in the amount of $500,000 for a new not to exceed amount of $856,100 and to extend the term to June 30, 2024 for the delivery of lubricants and antifreeze to City facilities.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/MAK3a0UOUyU

BACKGROUND

Routine delivery of lubricants and antifreeze is essential for operations of the Public Works Fleet Services Division. On May 21, 2019, Council approved a three (3) year Trade Service Agreement A-8135 with Conico for the delivery of lubricants and antifreeze for a total of $356,100. Conico currently delivers lubricants and antifreeze to various City facilities that require these materials to support and maintain machinery, equipment and vehicles:

- Environmental Resources located at 111 Del Norte Boulevard
- Fleet Services located at 1060 Pacific Avenue and 111 Del Norte Boulevard
- Wastewater Treatment Plant located at 6001 Perkins Road

These services were competitively bid on December 4, 2018, Request for Bid (RFB) No. PW19-32. Conico Toro, Inc. (Conico) was the lowest responsive bidder based on unit cost. The RFB stated that prices were good for the first year of the contract as written in the terms and conditions. After the first year, any manufacturer price increase or decrease will pass-through directly to the City with a minimum 30-day notice prior to the price increase. There's no cap on the pass-through costs. The terms of the agreement have been updated in this amendment to reflect notice of price increases.

DISCUSSION

Per the City's purchasing guidelines, Conico is authorized to pass-through price increases from the manufacturer. Due to the pass-through increases and fluctuations in the City's use an additional $500,000 is needed through Fiscal

Year 2023-24. The original agreement amount did not accommodate for future manufacturer price increases. This First Amendment increases the not to exceed amount to $856,100 to accommodate the amended term of the agreement.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The total cost for this Amendment with Conico is $500,000 through June 30, 2024 for a total not to exceed amount of $856,100. There are sufficient funds in FY 2020-21 for these services. Funding for the additional 87,000 in FY2021-22 will be included in the recommended budget. Funding for remaining subsequent fiscal years will be requested in the annual budget process.

Division	Account	FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
Wastewater	621-6205-843-81-04	$7,500	$65,000	$75,000	$147,500
Fleet Services	741-7501-853-82-34	$21,000	$92,500	$106,500	$245,500
Environmental Resources	631-6313-843-81-38	$26,000	$26,500	$30,500	$83,000
Other PW Divisions	Various	$32,500	$8,000	$9,000	$24,000
TOTAL		**$87,000**	**$192,000**	**$221,000**	**$500,000**

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Conico Toro A-8135 (A1)
2. Conico Toro - A-8135 Original
3. Presentation

Agreement No. A-8135

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of May, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Conico Toro, Inc. ("Vendor") This First Amendment amends the Agreement entered into on July 1, 2019, by City and Vendor.

City and Vendor agree as follows:

1. In Section 5 of the Cover Page of the Agreement, the date is hereby amended to state, "June 30, 2024."

2. In Section 6 of the Cover Page of the Agreement, the not to exceed amount is hereby amended to state, "$856,100."

3. The reference to "City's Project Manager" everywhere it is listed in the Agreement is hereby amended to state, "Joseph Rodriguez, Fleet Services Manager."

4. In Section 3 of the Agreement, "Compensation," the last sentence is hereby deleted and hereby amended to state, "The rates in the Rates and Costs Exhibit may be updated from time to time based solely on the single pass through price increases in which they are applicable and only with advance 30 day notice."

5. The billing contact name and email address, "Bill Birch, bill.birch@oxnard.org," referenced in the "Schedule and Scope of Services Exhibit" for Fleet Services Shops has been deleted and replaced with, "Joseph Rodriguez, joseph.rodriguez@oxnard.org."

6. The "Rates and Costs Exhibit," in the Agreement is hereby deleted and replaced with the "Rates and Costs Exhibit A-1," which is attached hereto and incorporated herein by this reference.

7. 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

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

CONICO TORO, INC.

Peter Hong, President Date

Chris Do, Controller Date

[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.

RATES AND COSTS EXHIBIT A-1

Item	Proposed Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
1000 THF Hydraulic Fluid	Total Dynatrans MP	Gallon	$8.27
15W40 Engine Oil	TOTAL Rubia Optima 1100 15w40	Gallon	$8.78
Red Eye Grease (**brand specific**)	LSC Red-I Grease #2	¼ drum	$345.60
Red Antifreeze 100%	TOTAL Coolelf HDLL	10 gallons in 1-gallon containers	$122.20
Green Antifreeze 100%	Total coolelf GLS	10 gallons in 1-gallon containers	$97.20
Chevron 220 Gear Oil (**brand specific**)	Chevron Meropa 220	One (1) 5-gallon bucket (estimated annual usage)	$96.60

Item	Proposed Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
76 Firebird AW Hyd 32	TOTAL Azolla ZS 32	Gallon	$6.18
Mobil EAL 224H Hyd Oil	TOTAL Biohydran AW 32	55 gal. drum	$877.80
76 Super ATF D/M	TOTAL Fluid H 3 NA	Gallon	$8.28
Mobil Delvac Synthetic ATF	BP Autran Syn 295	55 gal. drum	$2,291.30
Mobil Delvac Synthetic Transmission 50 (110 lb. kegs)	TOTAL Transmission Syn SAE 50	lb	$5.85
76 Firebird 5W20 SN	TOTAL Quartz 7000 Future XT 5w20	Gallon	$7.07
76 Firebird 5W30 SN GFS	TOTAL Quartz 7000 Future XT 5w20	Gallon	$7.07
76 Firebird HD 15W40 CJ-4/SL	TOTAL Rubia Optima 1100 15w40	Gallon	$8.78
Mobilube HD 85W140 EP-5	TOTAL Transmission MDL NA 84w140	lb	$2.00
76 Multiplex Red 2 (grease in 35 lb. pails)	TOTAL Multis Complex EP 2	35 lb. pails	$105.00
76 Multiplex Red 2 NLGI 2 (grease in 120 lb. kegs)	TOTAL Multis Complex EP 2	120 lb. kegs	$351.60
76 Multiplex Red 2 (grease in 400 lb. drums)	TOTAL Multis Complex EP 2	400 lb. drums	$1,172.00

Item	Proposed Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
Oil – Pegasus 805*	TOTAL Nateria MH 40	Gallon	$13.94
Oil – 410 NC*	TOTAL Rubia G9 SAE 40	Gallon	$12.49
Oil – Delvac 1 ESP*	TOTAL Rubia Optima 1500 5w40	Gallon	$18.20
Oil – Delvac 1300 Super*	TOTAL Rubia Optima 1100 15w40	Gallon	$8.78
Oil – DTE 25*	TOTAL Azolla ZS 46	Gallon	$6.18
Oil – BB*	TOTAL Cirkan RO 220	Gallon	$12.21
Oil – Rarus 427*	TOTAL Dacnis 100	Gallon	$12.14
Oil – DTE Extra Heavy*	TOTAL Cirkan RO 150	Gallon	$12.06
Oil – Gear Oil 634*	TOTAL Carter EP 460	Gallon	$14.85
Oil – DTE Light*	TOTAL Cirkan RO 32	Gallon	$11.87

***Mobil brand oils or equal to.**

The grand total is subject to verification. If any discrepancy is found, the sum of the item totals will govern.

Agreement No. **A-8135**

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2019

(2) Vendor: Conico Toro, Inc.

(3) Services: Lubricants and Antifreeze Delivery Services for Various City Sites

(4) Schedule of Services: See Schedule and Scope of Services Exhibit, which is attached hereto and incorporated herein.

(5) Agreement Ending Date: June 30, 2022

(6) Total Agreement Amount: $356,100

(7) City's Project Manager: Bill Birch

(8) Vendor's Project Manager: Chris Do

(9) Insurance Coverage: INS-I

(10) What wages are required for this Project?

- ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required incorporated and are not; but Section 20(e) and the Prevailing Wage Exhibit are not required.
- ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
- ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
- ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:	*FOR CITY:*
100 North Del Norte Boulevard Oxnard, CA 93030 Attn: Chris Do, Controller	1060 Pacific Avenue Oxnard, CA 93030 Attn: Bill Birch, Fleet Services Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
Chris.do@conicoinc.com	bill.birch@oxnard.org

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

☒ Schedule and Scope of Services Exhibit ☒ Insurance Exhibit (INS-I)
☒ Rates and Costs Exhibit
☒ Living Wage Policy Exhibit

COUNCIL APPROVED
5/21/2019 L-11
DATE

AGREEMENT FOR TRADE SERVICES

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

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

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

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

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

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

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

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

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the

current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

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

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

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

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

18. <u>Confidentiality of Information</u>.

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

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

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

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

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

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

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

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

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

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

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

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

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

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

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

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

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

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

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

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

Tim Flynn 5/21/19

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

ATTEST:

Michelle Ascencion 5/21/19

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

APPROVED AS TO FORM:

5/8/19

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

CONICO TORO, INC.

Peter Hong, President Date

Chris Do, Controller 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.

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

☒ Tim Flynn, Mayor[1] ☐ Alexander Nguyen, City Manager ☐ Lisa Boerner, Purchasing Manager ☐ Buyer	Date

ATTEST:

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

APPROVED AS TO FORM:

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

CONICO TORO, INC.

Peter Hong, President	4/30/19 Date
Chris Do, Controller	4/30/19 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.

SCHEDULE AND SCOPE OF SERVICES EXHIBIT

Vendor shall provide bulk lubricant delivery services for all referenced lubricant types and antifreeze for the City's current and future tanks. The City shall not be penalized for purchasing more or less than the estimated quantities listed. Fluids shall be ordered and delivered, if delivery is not regularly scheduled, on an "as-needed" basis by means of a phone call to Vendor. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. The City reserves the right ot add or delete delivery sites and lubricant types as needed during the course of the Agreement. Please contact City staff regarding City-observed holidays when facilities are closed.:

New Year's Day
Dr. Martin Luther King Day
Presidents Day
Caesar Chavez Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

Deliveries shall be made by owned or Agreement motor carriers. Carriage vehicles shall be fully equipped. It is the responsibility of the Vendor to supply pumps, hoses, or whatever is needed to appropriately pump the lubricants and antifreeze being delivered. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by Vendor, including product in spill containers.

Estimated Quantities: The annual volumes indicated below are estimates only. The City shall not be penalized for purchasing more or less than the projected volume listed. The City reserves the right to add or delete delivery sites and products as needed during the course of the Agreement.

1) Environmental Resources, 111 Del Norte Blvd., Oxnard, CA 93030:

Fluid	Estimated Volume Every Three Months	Equipment
1000 THF Hydraulic Fluid	100 gallons	Various
15W40 Engine Oil	100 gallons	Various
Red Eye Grease **(brand specific)**	¼ drum	Yellow and Green Iron Machinery
Red Antifreeze 100%	10 gallons in 1-gallon containers	Yellow Iron
Green Antifreeze 100%	10 gallons in 1-gallon containers	Forklifts
Chevron 220 Gear Oil **(brand specific)**	One (1) 5-gallon bucket (estimated annual usage)	MRF (Materials Recovery Facility) Processing Machinery Gear Motors

2) Fleet Services mechanic shops at Corporate Yard (Bays 6, 8, 15, 18) 1060 Pacific Avenue and Environmental Resources Shop (111 Del Norte Blvd.), Oxnard, CA 93030:

Fluid	Type	Unit of Measure	Estimated Annual Volume
76 Firebird AW Hyd 32	Hydraulic fluid	Bulk gallons	1,300 gallons
Mobil EAL 224H Hyd Oil	Hydraulic fluid	55 gal. drum	7 drums or 385 gallons

76 Super ATF D/M	Transmission fluid	Bulk gallons	30 gallons
Mobil Delvac Synthetic ATF	Transmission fluid **(must be Allison approved)**	55 gal. drum	5 drums or 275 gals.
Mobil Delvac Synthetic Transmission 50 (110 lb. kegs)	Transmission fluid	110 lb. keg	2 kegs or 220 lbs.
76 Firebird 5W20 SN	Engine oil (gasoline)	Bulk gallons	500 gallons
76 Firebird 5W30 SN GFS	Engine oil (gasoline)	Bulk gallons	250 gallons
76 Firebird HD 15W40 CJ-4/SL	Engine oil (diesel)	Bulk gallons	2,000 gallons
Mobilube HD 85W140 EP-5	Differential oil	120 lb. kegs	1 keg or 120 lbs.
76 Multiplex Red 2 (grease in 35 lb. pails)	Grease	35 lb. pails	1 pail or 35 lbs.
76 Multiplex Red 2 NLGI 2 (grease in 120 lb. kegs)	Grease	120 lb. kegs	1 keg or 120 lbs.
76 Multiplex Red 2 (grease in 400 lb. drums)	Grease	400 lb. drums	3 drums or 1,200 lbs.

3) River Ridge Golf Course, 2501 North Ventura Road, Oxnard, CA 93036:

Fluid	Unit of Measure	Estimated Annual Volume	Container Capacity
Hydraulic Fluid – 1000 THF	Gallons	260 gallons	55 gallon drum*
Oil – 15W40, API, CJ-4	Gallons	260 gallons	120 gallon container*
100% Antifreeze – MSDS 210, Conventional Green Formula	Gallons	60 gallons	55 gallon drum*

***Container to be provided by Vendor.**

4) Wastewater Treatment Plant, 6001 Perkins Road, Oxnard, CA 93033:

Fluid	Estimated Annual Volume	Equipment
Oil – Pegasus 805*	3,000 gallons	Engineators
Oil – 410 NC*	110 gallons	EMD Generators
Oil – Delvac 1 ESP*	110 gallons	Vehicles
Oil – Delvac 1300 Super*	165 gallons	Vehicles
Oil – DTE 25*	550 gallons	Various Equipment
Oil – BB*	110 gallons	Angle Drives
Oil – Rarus 427*	55 gallons	Air Compressors
Oil – DTE Extra Heavy*	55 gallons	Gear Reducers
Oil – Gear Oil 634*	10 gallons	Gear Reducers/Hypoid Gears
Oil – DTE Light*	55 gallons	Bearing Boxes

***Mobil brand oils or equal to.**

Delivery Locations:

a) Environmental Resources: **111 Del Norte Blvd., Oxnard, CA 93030**
b) Fleet Services Corporate Yard and Environmental Resources Shop: **(Bays 6, 8, 15, 18) 1060 Pacific Avenue and Environmental Resources Shop (111 Del Norte Blvd.), Oxnard, CA 93030**
c) Ridge Golf Course: **2501 North Ventura Road, Oxnard, CA 93036**
d) Wastewater Treatment Plant: **6001 Perkins Road, Oxnard, CA 93033**

Delivery Requirements:

a) Vendor shall visit the Fleet Services Corporate Yard every other week to ascertain lubricant needs and schedule lubricant delivery in order to maintain tanks at least half full at all times.
b) Delivery slips for Corporate Yard deliveries shall specify bay numbers and corresponding fluids delivered.
c) With City sites other than the Corporate Yard, lubricants and antifreeze shall be ordered and delivered on an "as-needed" basis by means of a phone call or e-mail to the Vendor. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. Please contact City staff regarding City-observed holidays when facilities are closed.
d) Fluids shall be delivered in bulk (no drums) unless otherwise stated.
e) Vendor shall top off tanks when delivering fluids, regardless of quantity ordered.
f) All fluids require branded products or equal to.
g) Red Eye grease and Chevron 220 gear oil (or equal to) shall be delivered to Environmental Services.
h) Synthetic transmission fluid for Fleet Services shops shall be Allison-approved.
i) Mobil brand oils (or equal to) shall be delivered to the Wastewater Treatment Plant.

Billing:

a) Payment shall be made for quantities actually delivered and accepted, whether greater or less than ordered.
b) Vendor shall leave signed delivery slips with City staff or, in the absence of City staff, at an agreed-upon location.
c) Invoices shall detail the date, time, location of delivery, type of fluid, number of lbs./gallons/drums delivered, unit price and all taxes, fees and surcharges. For Corporate Yard deliveries, please add bay number(s) and corresponding fluid type(s) delivered.

Environmental Resources billing contact:

a) Invoices for lubricants delivered to Environmental Resources shall be sent electronically. The invoice shall be an attachment to e-mail in a format recognizable by the City's computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by Environmental Resources no later than five (5) business days after delivery.
b) Billing address and contact: James Torrez, phone (805) 200-2215, email james.torrez@oxnard.org City of Oxnard, Environmental Resources Division, 111 Del Norte Boulevard, Oxnard, CA 93030.

Fleet Services Shops' billing contact:

a) Invoices for lubricants delivered to Fleet Services shops (Corporate Yard and Environmental Resources Shop locations) shall be sent electronically. The invoice shall be an attachment to e-mail in a format recognizable by the City's computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by the Fleet Services Division no later than five (5) business days after delivery.
b) Billing address and contact: Bill Birch, phone (805) 385-8080, email bill.birch@oxnard.org City of Oxnard, Fleet Services Division, 1060 Pacific Avenue, Bldg. 2, Oxnard, CA 93030.

River Ridge Golf Course billing contact:

a) Invoices for lubricants delivered to the River Ridge Golf Course shall be sent to Parks and Facilities Manager.
b) Billing address and contact: Art Gutierrez, phone (805) 385-7951, email art.gutierrez@oxnard.org, River Ridge Golf Course, 2401 West Vineyard Road, Oxnard, CA 93036.

Wastewater Treatment Plant billing contact:

a) Invoices for lubricants delivered to the Wastewater Treatment Plant shall be sent to Wastewater Maintenance Supervisor.
   Billing address and contact: Jeff Palacio, phone (805) 271-2208, email jeff.palacio@oxnard.org, City of Oxnard, Wastewater Section, 6001 Perkins Road, Oxnard, CA 93033.

RATES AND COSTS EXHIBIT

Environmental Resources

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
1000 THF Hydraulic Fluid	TOTAL Dynatrans MP	Gallon	$7.47
15W40 Engine Oil	TOTAL Rubia Optima 1100 15w40	Gallon	$7.98
Red Eye Grease **(brand specific)**	LSC Red-I Grease #2	¼ drum	$333.60
Red Antifreeze 100%	TOTAL Coolef HDLL	10 gallons in 1-gallon containers	$122.20
Green Antifreeze 100%	TOTAL Coolelf GLS	10 gallons in 1-gallon containers	$97.20
Chevron 220 Gear Oil **(brand specific)**	Chevron Meropa 220	One (1) 5-gallon bucket (estimated annual usage)	$93.10

Fleet Services mechanic shops at (Corporate Yard and Environmental Resources)

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
76 Firebird AW Hyd 32	TOTAL Azolla Zs 32	Gallon	$5.38
Mobil EAL 224H Hyd Oil	TOTAL Biohydran AW 32	55 gal. drum	$833.80
76 Super ATF D/M	TOTAL Fluid H 3 NA	Gallon	$7.48
Mobil Delvac Synthetic ATF	Mobil Delvac Syn AFT 1	55 gal. drum	$2,247.30
Mobil Delvac Synthetic Transmission 50 (110 lb. kegs)	TOTAL Transmission Syn SAE 50	lb	$5.75
76 Firebird 5W20 SN	TOTAL Quartz 7000 Future XT 5w20	Gallon	$6.27
76 Firebird 5W30 SN GFS	TOTAL Quartz 7000 Future XT 5w30	Gallon	$6.27
76 Firebird HD 15W40 CJ-4/SL	TOTAL Rubia Optima 1100 15w40	Gallon	$7.98
Mobilube HD 85W140 EP-5	TOTAL Transmission MDL NA 84w140	lb	$1.90
76 Multiplex Red 2 (grease in 35 lb. pails)	TOTAL Multis Complex ET 2	35 lbs	$97.30
76 Multiplex Red 2 NLGI 2 (grease in 120 lb. kegs)	TOTAL Multis Complex ET 2	120 lbs	$307.20
76 Multiplex Red 2 (grease in 400 lb. drums)	TOTAL Multis Complex ET 2	400 lb drum	$1,028.00

River Ridge Golf Course

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
Hydraulic Fluid – 1000 THF	TOTAL Dynatrans MP	Gallon	$7.47
Oil – 15W40, API, CJ-4	TOTAL Rubia Optima 1100 15w40	Gallon	$7.98
100% Antifreeze – MSDS 210, Conventional Green Formula	TOTAL Coolelf GLS	Gallon	$9.61

***Container to be provided by Vendor.**

Wastewater Treatment Plant

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
Oil – Pegasus 805*	TOTAL Nateria MH 40	Gallon	$13.14
Oil – 410 NC*	TOTAL Rubia G9 SAE 40	Gallon	$11.69
Oil – Delvac 1 ESP*	TOTAL Rubia Optima 1500 5w40	Gallon	$17.40
Oil – Delvac 1300 Super*	TOTAL Rubia Optima 1100 15w40	Gallon	$7.98
Oil – DTE 25*	TOTAL Azolla ZS 46	Gallon	$5.38
Oil – BB*	TOTAL Cirkan RO 220	Gallon	$11.41
Oil – Rarus 427*	TOTAL Dacnis 100	Gallon	$11.34
Oil – DTE Extra Heavy*	TOTAL Cirkan RO 150	Gallon	$11.26
Oil – Gear Oil 634*	TOTAL Carter EP 460	Gallon	$14.05
Oil – DTE Light*	TOTAL Cirkan RO 32	Gallon	$11.07

***Mobil brand oils or equal to.**

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

INSURANCE EXHIBIT
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.

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

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

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

2. 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. ______________
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.

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.

INS-I.doc

Agreement No. **A-8135**

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER **CITY OF OXNARD** **Attn: Insurance Compliance** **Reference No._______** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	**CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date ____________
☐ Occurrence

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

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: ____________
Address: ____________

Telephone: ( ) ____________

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: 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 ____________

Agreement No. **A-8135**

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Name: ________

Address: ________

Telephone: ( ) ________

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: 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 ________

FIRST AMENDMENT TO AGREEMENT A-8135 WITH CONICO TORO, INC FOR DELIVERY OF LUBRICANTS AND ANTIFREEZE

Public Works and Transportation Committee
April 27, 2021

Joseph Rodriguez
Fleet Services Division Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-8135 with Conico Toro, Inc., in the amount of $500,000 for a new not to exceed amount of $856,100 and to extend the term to June 30, 2024 for the delivery of lubricants and antifreeze to City facilities.

BACKGROUND

- Routine delivery of lubricants and antifreeze is essential for operations of the Public Works Fleet Services Division

- The City maintains equipment, machinery and vehicles onsite at these locations:

➢ Environmental Resources located at 111 Del Norte Boulevard

➢ Fleet Services located at 1060 Pacific Avenue and 111 Del Norte Boulevard

➢ Wastewater Treatment Plant located at 6001 Perkins Road

- These services were competitively bid on December 4, 2018, Request for Bid (RFB) No. PW19-32.
- Conico Toro, Inc. (Conico) was the lowest responsive bidder
- On May 21, 2019, Council approved a three (3) year Trade Service Agreement A-8135 with Conico for the delivery of lubricants and antifreeze for a total of $356,100

DISCUSSION

- After the first year, any manufacturer price increase or decrease will pass-through the City with a minimum 30 -day notice

- Per the City’s purchasing guidelines, Conico is authorized to pass-through price increases or decreases from the manufacturer. There’s no cap on the pass-through costs.

- Due to the pass-through increases and fluctuations in the City’s use, an additional $500,000 is needed through Fiscal Year 2023-24

FINANCIAL IMPACT

- The total cost for this Amendment with Conico is $500,000 and expires June 30, 2024
- There are sufficient funds in FY 2020-21
- An additional amount of $87,000 is needed in FY 2021-22
- Funding for subsequent fiscal years will be requested in the annual budget process

FINANCIAL IMPACT

The table below is the spending plan for the amendment of this agreement:

Division	Account	FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
Wastewater	621-6205-843-8104	$7,500	$65,000	$75,000	$147,500
Fleet Services	741-7501-853-8234	$46,500	$92,500	$106,500	$245,500
Environmental Resources	631-6313-843-8138	$26,000	$26,500	$30,500	$83,000
Other PW Divisions	Various	$7,000	$8,000	$9,000	$24,000
TOTAL		**$87,000**	**$192,000**	**$221,000**	**$500,000**

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. C.2

DATE: April 27, 2021

TO: Public Works and Transportation Committee

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Pavement Management Update.

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council receive a report on the Pavement Management Plan, provide input and direct staff to either:

1. Fund ongoing street pavement conditions at an average Pavement Condition Index (PCI) level of 65. This can be achieved within the current budget, no additional funding required; or
2. Identify funding to support improving pavement conditions to an average PCI level of 70. It is anticipated this will cost an additional $43.7M over the next three years ($14.6M annually); or
3. Identify funding to support improving pavement conditions to an average PCI level of 75. It is anticipated this will cost an additional $116.1M over the next five years ($23.2M annually).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/FjOaDhfvX7g

BACKGROUND

Currently, the City of Oxnard (City) maintains approximately 905 lane miles of streets and 132 miles of alleys. Historically, street inspections have been performed on a three-year rotation with a third of residential streets and all arterials inspected each year. These are referred to as Rotations A, B & C.

The City's street resurfacing consultant, Pavement Engineering Inc. (PEI), uses a Pavement Management System (PMS) to assist with tracking inventory, storing work history, and furnishing budget estimates to optimize funding, and improve the City's pavement system using a software program called StreetSaver. The PMS also helps the City identify candidate streets for potential repair and maintenance and what sort of repair will be necessary.

PEI uses a variety of measurements to determine the Pavement Condition Index, or PCI, of each road segment. These measurements include:

- Quantity of cracks in 1 mile of pavement;
- Depth and length of cracks;
- Crack pattern;

- Percentage of a road segment displaying deficiencies.

After obtaining all the roadway measurements, the specific pattern and the percentage of roadway segments affected are entered into StreetSaver and a PCI is generated. Engineers at PEI then use that information to determine the most cost effective repair strategy. PEI also assesses the cost and the life expectancy of the repair to determine the annual maintenance cost. This critical step allows the City to spend no more than what is absolutely necessary for road maintenance on an annual basis.

Another critical factor is determining when the roadway should be resurfaced. Incorrectly timed repairs can lead to larger repairs due to deferred maintenance. There is a point on each roadway segment where the right timing intersects the appropriate repair method to create the most cost effective pavement repair. Public Works staff uses this information to further assess how the timing of street repairs matches up with the timing of pipe replacement needs, and subsequently how the projects can be grouped together in a way that maximizes cost effectiveness and efficiency. This analysis is used to create the City's Pavement Management Program.

DISCUSSION

Historically, funding has not kept pace with the cost to maintain our streets. Currently, the only source of guaranteed funding is coming from the Road Maintenance and Rehabilitation Account (RMRA) through Senate Bill 1 (SB-1). It's estimated that this funding source brings in approximately $4 million per year.

The current average citywide PCI is 64. In order to achieve higher PCI values, the City will need to invest additional funds towards street rehabilitation and maintenance and alley reconstruction. Below is a table that describes the necessary investments to meet various PCI levels:

	Reach PCI 65 By Sept 30, 2022	**Reach PCI 70** By Sept 30, 2024	**Reach PCI 75** By Sept 30, 2026	**Reach PCI 80** By Sept 30, 2028
Estimated Total Needed	$18.6M	$73.2M	$153.6M	$236.1M
Current Available Funding	$21.5M	$29.5M	$37.5M	$45.5M
Gap	$0	($43.7M)	($116.1M)	($190.6M)

This table assumes that all of the available Measure O funds will be directed towards this work starting Fiscal Year 21-22. Doing so would require either (i) shifting to the General Fund all the other programs, projects and staffing currently paid for by Measure O, or (ii) eliminating them. Funding sources outside of RMRA and Measure O will need to be identified in order to bridge the funding gap and increase the average PCI. Additionally, depending on the PCI level that Council identifies as the target, there are additional resources that may be necessary to streamline the process and expedite the completion of the construction phase of street rehabilitation and maintenance as well as alley reconstruction. The additional resources needed to meet Council's PCI goal include additional staffing and securing an on-call street resurfacing contract.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no direct financial impact to receive this report and provide input. Dependent on input and final recommendations to be approved by Council, the following impacts may occur:

1. If Council decides to maintain street pavement conditions at an average PCI level of 65, there is no financial impact associated with this item; or

2. If Council decides to support improving pavement conditions to an average PCI level of 70, it is anticipated this will cost an additional $43.7M over the next three years ($14.6M annually). This amount can be covered entirely by Measure O funds; or

3. If Council decides to support improving pavement conditions to an average PCI level of 75, it is anticipated this will cost an additional $116.1M over the next five years ($23.2M annually). Approximately $80M of that can be covered by Measure O funds and the remaining $36.1M would be covered by the General Fund.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Pavement Management Update

CITY OF OXNARD CALIFORNIA

Pavement Management Update

Public Works and Transportation Committee
April 27, 2021

Tatiana Arnaout , City Engineer

CITY OF OXNARD CALIFORNIA

Recommendation

That the Public Works and Transportation Committee recommend that the City Council receive a report on the Pavement Management Program, provide input and direct staff to either:

1. Fund ongoing street pavement conditions at an average Pavement Condition Index (PCI) level of 65. This can be achieved within the current budget, no additional funding required; or

2. Identify funding to support improving pavement conditions to an average PCI level of 70. It is anticipated this will cost an additional $43.7M over the next three years ($14.6M annually); or

3. Identify funding to support improving pavement conditions to an average PCI level of 75. It is anticipated this will cost an additional $116.1M over the next five years ($23.2M annually).

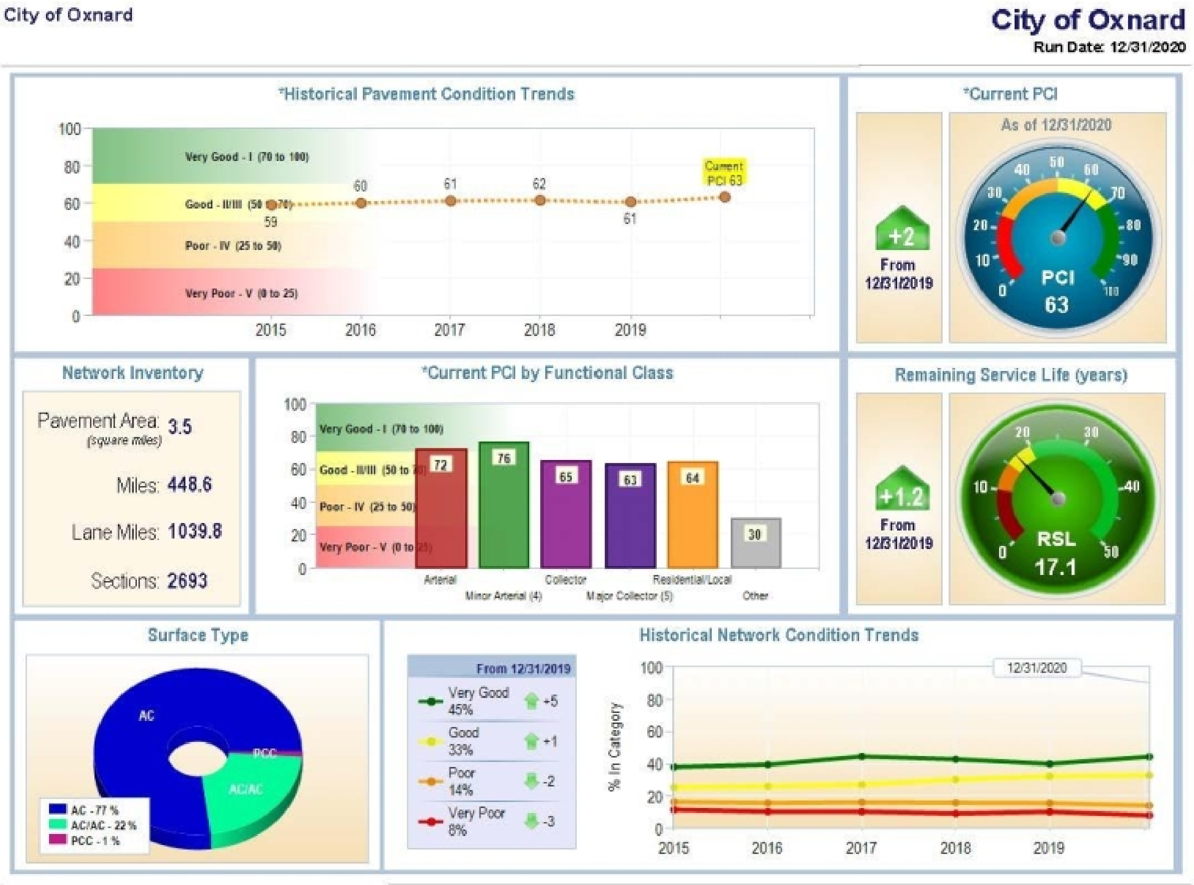
Pavement Management Program

The City uses StreetSaver as the Pavement Management System (PMS) used to:

- Track inventory, store work history, and estimate cost
- Identify candidate streets for potential repair and maintenance

Street inspections are performed on a three-year rotation by consultants:

- ⅓ of residential and collector streets inspected each year
- 100% of arterial roads inspected each year



[Sample StreetSaver Dashboard]

Pavement Management Program

The consultants use a variety of measurements to determine the Pavement Condition Index (PCI) including:

- How many cracks there are in a mile of pavement
- How deep and long those cracks are
- What the crack pattern is
- What percentage of a road segment displays deficiencies

Public Works reviews this information and considers:

- How the timing of street repairs matches with pipe replacement needs, and
- How can the streets be grouped to maximize cost effectiveness and efficiency

This analysis is used to create our Pavement Management Program (PMP) and recommendation for projects

Very Good-Excellent (PCI = 80-100)	Pavements are newly constructed or resurfaced and have few if any signs of distress.
Good (PCI = 70-79)	Pavements require mostly preventive maintenance and have only low levels of distress, such as minor cracks or spalling, which occurs when the top layer of asphalt begins to peel or flake off as a result of water permeation.
Fair (PCI = 60-69)	Pavements at the low end of this range have significant levels of distress and may require a combination of rehabilitation and preventive maintenance to keep them from deteriorating rapidly.
At Risk (PCI = 50-59)	Pavements are deteriorated and require immediate attention including rehabilitative work. Ride quality is significantly inferior to better pavement categories.
Poor (PCI = 25-49)	Pavements have extensive amounts of distress and require major rehabilitation or reconstruction. Pavements in this category affect the speed and flow of traffic significantly.
Failed (PCI = 0-24)	Pavements need reconstruction and are extremely rough and difficult to drive.

PCI Chart

City Street System Breakdown

Classification	Lane Miles	Percent of System	Average PCI
Arterial	299.00	28.6%	73
Collector	110.38	12.0%	64
Residential	495.38	51.7%	64
Alley	131.55	7.7%	24
Totals	1,036.31	100%	64*

*PMP last updated January 2021

Pending Projects

No.	Project	Current Avg PCI	Estimated Total Cost	Anticipated Completion Date
1	Rice Avenue (Stop Gap)	19	$1.4M	4/2021
2	Bryce Canyon South Neighborhood	45	$2.3M	9/2021
3	Fremont North Neighborhood	44	$2.4M	9/2021
4	Alley Reconstruction	24	$5.9M	1/2022
5	La Colonia Neighborhood	31	$2.8M	3/2022
6	Residential Neighborhoods - Various	25	$2.8M	4/2022
7	East Gonzales Road	60	$1.3M	5/2022
8	Rice Ave Commercial Neighborhood	38	$3.8M	5/2022
9	West Gonzales Road	61	$1.1M	6/2022

Overview of Measure O

MEASURE

Measure O
A Safer, Stronger Oxnard

Measure O is a voter approved ½ cent general sales tax created to provide protection and maintenance of vital City services, including rehabilitation of streets.

Measure O brings in approximately $16M on average in revenue for the City of which $1.66M is dedicated annually for debt service for the street resurfacing bond which is set to expire in June of 2029.

Measure O is set to sunset in March of 2029.

Overview of Measure N

Measure N was passed by voters in November of 2020 which implements specific requirements on Measure O revenue tied to the overall conditions of streets and alleys. See below:

65	Reach PCI of at least 65 by September 30, 2022	**If not met, Measure O would expire on March 31, 2023**
70	Reach PCI of at least 70 by September 30, 2024	**If not met, Measure O would expire on March 31, 2025**
75	Reach PCI of at least 75 by September 30, 2026	**If not met, Measure O would expire on March 31, 2027**
80	Reach PCI of at least 80 by September 30, 2028	**If not met, Measure O would expire on March 31, 2029**

City Council could extend Measure O's termination for additional five-year periods if average PCI for **streets and alleys** was at least **80**.

Current Estimated Funding

Funding Source	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Street Maintenance	$8.2M	-	-	-	-	-	-	-
Measure O (2014 Lease Revenue Bond)	$3.0M	$1.0M	-	-	-	-	-	-
HERO	$2.5M	-	-	-	-	-	-	-
RMRA	-	$6.8M	$4.0M	$4.0M	$4.0M	$4.0M	$4.0M	$4.0M
Total	**$13.7M**	**$7.8M**	**$4.0M**	**$4.0M**	**$4.0M**	**$4.0M**	**$4.0M**	**$4.0M**

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Anticipated Investment

	Reach PCI 65 By Sept 30, 2022	**Reach PCI 70** By Sept 30, 2024	**Reach PCI 75** By Sept 30, 2026	**Reach PCI 80** By Sept 30, 2028
Measure O Expiration (if PCI is met)	Measure O expires **March 31, 2025**	Measure O expires **March 31, 2027**	Measure O expires **March 31, 2029**	Measure O can be extended for **5-year periods***
Estimated Total Needed	$18.6M	$73.2M	$153.6M	$236.1M
Current Available Funding	$21.5M	$29.5M	$37.5M	$45.5M
Gap	$0	($43.7M)	($116.1M)	($190.6M)

*As long as PCI of 80 is maintained

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Investment vs. Return

	Reach PCI 65 By Sept 30, 2022	Reach PCI 70 By Sept 30, 2024	Reach PCI 75 By Sept 30, 2026	Reach PCI 80 By Sept 30, 2028
Gap	$0	($43.7M)	($116.1M)	($190.6M)
Investment from Measure O	$0	$43.7M	$80M	$112M
Investment from General Fund	$0	$0	$36.1M	$78.6M
Net Benefit from Measure O	+$16M	+$4.3M	$0	$0

Note: This anticipates majority of future Measure O revenue would be diverted to street rehabilitation.

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Operational Resources

	Reach PCI 65 By Sept 30, 2022	**Reach PCI 70** By Sept 30, 2024	**Reach PCI 75** By Sept 30, 2026	**Reach PCI 80** By Sept 30, 2028
Resources Needed to accomplish goals:	• Can be accomplished with current staffing	• Need 1 FTE (1 Project Manager) • Secure on-call street resurfacing contract	• Need 3 FTE (2 Project Managers + 1 Assistant Civil Engineer) • Secure on-call street resurfacing contract	• Need 5 FTE (3 Project Managers + 1 Assistant Civil Engineer + 1 Junior Civil Engineer) • Secure on-call street resurfacing contract

Next Steps

1. Identify available funding for street work to meet gap
2. Identify appropriate PCI/funding level
3. Expedite new on-call street resurfacing construction contracts
4. Increase staffing (as identified to match desired PCI)
5. Standard plans update presented to Council in the Fall
6. Establish moratorium to protect our investments

Financial Impact

There is no direct financial impact to receive this report and provide input. Dependent on input and final recommendations to be approved by Council, the following impacts may occur:

1. If Council decides to maintain street pavement conditions at an average PCI level of 65, there is no financial impact associated with this item; or

2. If Council decides to support improving pavement conditions to an average PCI level of 70, it is anticipated this will cost an additional $43.7M over the next three years ($14.6M annually). This amount can be covered entirely by Measure O funds; or

3. If Council decides to support improving pavement conditions to an average PCI level of 75, it is anticipated this will cost an additional $116.1M over the next five years ($23.2M annually). Approximately $80M of that can be covered by Measure O funds and the remaining $36.1M would be covered by the General Fund.

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Questions?

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. C.3

DATE: April 27, 2021

TO: Public Works and Transportation Committee

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Five Year Capital Improvement Program for Fiscal Years 2021-2026.

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council:

1. Approve and authorize the Fiscal Year 2021-22 projects to be selected from the Proposed 2021-2026 City of Oxnard Five Year Capital Improvement Program; and
2. Adopt the 2021-2026 City of Oxnard Five Year Capital Improvement Program.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/WcC7MXPM-Io

BACKGROUND

The purpose of a capital improvement program (CIP) is to provide an overview of the City's current and reasonably anticipated construction and repair needs over the next five years. The City's CIP contains projects to restore city facilities, and each project must have a cost of $100,000 or more, including design, environmental review, and construction. The CIP currently has approximately 150 projects listed, and the total cost of all projects, not including prior appropriations, is approximately $560 million. The CIP does not address maintenance activities, which are included in operation and maintenance budgets, or the rehabilitation of all of the City's assets; repairs to a city's fleet, for example, are not typically included in a CIP. Examples of projects included in the CIP are:

- Construction and major alterations of buildings
- Information technology (IT) hardware (but not software)
- Pipeline replacement
- Playground structure replacement
- Street rehabilitation
- Traffic signal hardware installation
- Wastewater Treatment Plant electrical work

Planning over a five-year horizon is critical for budgeting resources – both human and financial. Adopting a CIP allows staff to schedule projects according to anticipated revenues and workload capacity. This also makes the Council's priorities clear to staff as grant opportunities arise. A CIP is a five-year projection and plan. It is possible that next year there may be delays in planned projects or that new projects could be added as unforeseen circumstances arise.

Challenges

The City faces a number of challenges when it comes to maintaining our assets.

- Aging Infrastructure: The City of Oxnard is over 100 years old, and much of our infrastructure is old. Roads, storm drains, utilities and buildings all have a limited service life. The City's assets have aged but funding has not been reinvested to keep our assets in good condition.
- Competing Costs: The City has grown during its lifetime and, thus, has required increases in City services, especially in the areas of public safety, and an expansion of public infrastructure. These costs compete with each other for funding.
- Deferred Maintenance: Past budgets have not kept up with maintenance and replacement of the City's physical assets. Repairs and replacement of buildings, vehicles and equipment are being addressed on an emergency basis. This is not cost effective.
- Unassessed Capital Deficiencies: An inventory of the condition of the City's physical assets is needed to identify all capital needs. Many of these assets have surpassed their useful lives but are still in service. The inventory will identify the physical condition of each asset and will recommend maintenance or replacement.
- Lack of dedicated funding: Capital improvements are financed using cash (pay-as-you-go), borrowing or grants. Plans and strategies for financing capital projects are needed. Future budgets will have to address the needs for capital dollars as well as maintenance funds to preserve the City's assets and extend their useful service lives.

Project Prioritization

Since there are more needs than there is funding to meet those needs, projects must be prioritized. Staff prioritized as follows:

- Priority 1 (Health and Safety): These projects are needed to maintain or improve human health or safety. An example is the Rice Avenue and Fifth Street Railroad Grade Separation project. This location has a history of vehicle versus train collisions, and this project will eliminate that potential. Certain projects that keep the Wastewater Treatment Plant from malfunctioning are related to health, as untreated sewage can lead to critical impacts. Some of the Fire and Police projects fall into this category as well.
- Priority 2 (Asset Preservation): These projects are needed to maintain or protect our existing assets. An example are the street paving projects. Our pavement management program aims to pave our poorest condition and arterial roads first. Waiting until the pavement fails is much more costly.
- Priority 3 (New or Expanded Services): These are projects that create something new, like a new park, or increase the capacity of existing facilities, like large water or sewer lines.

Within these priorities, staff also considered:

- Grant Funding: If there is already grant funding available, there is a deadline for constructing the project. We never want to lose money, so these projects are given priority over projects for which the only funding source is General Fund.

- Urgency: Priority 2 (Asset Preservation) is a large category, but some of these projects are more urgent than others. An example would be sewer manholes. Over time, sewer gases like hydrogen sulfide eat away at the concrete and steel in the structure, and the manholes need to be replaced.
- Staff Capacity: Even if there were enough money to complete all of these projects, there would not necessarily be enough staff to manage all projects. Once projects were prioritized, the list of projects was balanced against available staff resources, also taking into consideration what contract services could be enlisted to complete each project.
- Project Balance: There are needs all over the City. The City cannot just focus on roads and let buildings fall apart or favor Fire Department projects over Police Department projects. Some consideration must be given to balancing competing concerns.

The CIP Development Process

Staff navigated a rigorous process to prepare the CIP, as follows:

1. Departments identified necessary capital improvements and submitted those to the CIP working group. The departments clarified the requested scope of work, and Public Works staff confirmed the requested repair or change would be the right fix for the problem.

2. Staff reviewed projects for conformity with the General Plan and other needs assessments. For example, bicycle facility projects need to be in conformance with the Bicycle and Pedestrian Master Plan.

3. Staff verified cost estimates and determined priorities for funding. Public Works staff developed independent cost estimates to ensure the accuracy of the provided estimates.

4. Staff updated the introductory portion of the CIP document to give a broad overview of the proposed projects in a greater context of City needs.

5. Staff presented the CIP projects to the Planning Commission on March 18th, 2021. In accordance with Section 65401 of the Government Code, the Planning Commission found all new CIP projects to be in conformance with both the City of Oxnard 2030 General Plan and the City of Oxnard Local Coastal Plan. The Planning Commission's adopted resolution making this finding is attached to this staff report. Presenting to this Committee is the sixth step in this process, and if so recommended, the final step will be to present the CIP to the City Council for adoption.

DISCUSSION

The CIP explains where the City is in terms of many assets and needs, what a capital program and project are, how projects were selected and prioritized, and how projects are financed. The document highlights examples of projects by funding source, Council district and fiscal year. All projects are sorted in the appendices in the following ways:

- By fiscal year, then funding source
- By fiscal year, then by district
- By fiscal year alone
- By fiscal year, then by priority

The projects are organized into six categories: buildings, information technology (IT), parks and open space, seawalls, transportation and drainage, and utilities. Each category has a different icon on the top right of the project sheets and a related color. Within each category, the projects are listed alphabetically. The project sheets include, per project:

- The project title
- Location
- Council district(s) impacted (or a project may have citywide benefit)
- Project description
- Purpose and need
- Relevant category and goal of the General Plan
- Fiscal years the project will span
- Funding source and cost estimate
- Priority level
- Name, photo and contact information for the Project Manager

The task of the Public Works and Transportation Committee was to recommend, and later the Council to determine, which CIP projects should be funded in which fiscal year. Though this is a five-year CIP, the only projects that the Committee has recommended, and the Council is approving for funding, are those in 2021-22. The projects' identified funding for FY 2021-22 will be integrated into the City's 2021-22 budget. Projects in subsequent fiscal years will return for funding consideration in future annual CIP documents.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no direct fiscal impact with the adoption of the Proposed 2021-2026 Five-Year CIP. The CIP provides a full fiscal presentation of capital projects planned to be undertaken in the next five (5) years, provided funding is available. The projects that Council identify and approve to be adopted in the CIP for FY 2021-22 will be presented for adoption during the City's budget approval process in June.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Resolution No. 2021-06_ CIP 2021-2026
2. Capital Improvements Program – DRAFT (placeholder)
3. CIP 2021-2026 Presentation

RESOLUTION NO. 2021-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD FINDING THAT ALL OF THE PROJECTS IN THE PROPOSED 2021-2026 CITY OF OXNARD FIVE YEAR CAPITAL IMPROVEMENT PROGRAM ARE IN CONFORMITY WITH THE 2030 GENERAL PLAN AND COASTAL LAND USE PLAN

WHEREAS, the Oxnard Planning Commission approved a Resolution on May 7, 2020, finding that the projects listed in the 2020-2025 City of Oxnard Five Year Capital Improvement Program (the "2020-2025 CIP") were in conformity with the City's 2030 General Plan and Local Coastal Land Use Plan; and

WHEREAS, the Oxnard City Council adopted that CIP on June 16, 2020; and

WHEREAS, the Oxnard Planning Commission approved a Resolution on February 18, 2021, finding that the projects listed in the Amended 2020-2025 CIP were in conformity with the City's 2030 General Plan and Local Coastal Land Use Plan; and

WHEREAS, the Oxnard City Council adopted that Amended 2020-2025 CIP on March 16, 2020; and

WHEREAS, the City of Oxnard proposes to adopt the 2021-2026 City of Oxnard Five Year Capital Improvement Program (the "2021-2026 CIP"); and

WHEREAS, the 2021-2026 CIP is designed to serve as both a financial and project planning document; and

WHEREAS, Government Code Section 65401 requires that the Planning Commission review all capital projects that will be planned, initiated or constructed during the ensuring fiscal years for conformity with the General Plan and Local Coastal Land Use Plan; and

WHEREAS, Government Code Section 65402 requires that real property acquisition or disposition, street vacation or abandonment, public building or structure construction be consistent with the General Plan and Local Coastal Land Use Plan as to location, purpose and extent; and

WHEREAS, the 2021-2026 CIP identifies various potential public projects, which are consistent with the 2030 General Plan and Local Coastal Land Use Plan; and

WHEREAS, the 2021-2026 CIP adds twenty-four (24) projects that were not previously included in the 2020-2025 CIP or Amended 2020-2025 CIP; and

WHEREAS, the 2021-2026 CIP General Plan and Coastal Land Use Plan conformity determination report is not a "project" subject to review under the California Environmental Quality Act (CEQA) because it can be seen with certainty pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378(b)(4) that there is no possibility that a determination of General Plan and Local Coastal Land Use Plan consistency report may have a significant impact on the environment as the proposed 2021-2026 CIP is a government funding document that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and

WHEREAS, as required by CEQA, environmental review will be conducted prior to construction of the individual projects identified within 2021-2026 CIP. Any required environmental documents will be prepared pursuant to CEQA as part of project permit processing or at any other point in time as required by CEQA.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard reviewed the proposed 2021-2026 CIP and finds that all of the projects within that 2021-2026 CIP conform with the 2030 General Plan and Local Coastal Land Use Plan.

PASSED, APPROVED and ADOPTED by they Planning Commission of the City of Oxnard on this 18th day of March, 2021, by the following vote:

Deidre Frank, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 18th day of March 2021, and carried by the following vote:

AYES: Commissioners: Frank, Sanchez, Arruejo, Chavez, Lopez, Meyer

NOES: Commissioners:

ABSENT: Commissioners:

ABSTAIN: Commissioners:

RECUSED: Commissioners:

Scott Kolwitz, Secretary

2021-2026 Capital Improvements Program – DRAFT:

https://www.oxnard.org/wp-content/uploads/2021/04/CIP-2021-2026_DRAFT_For-PWTC.pdf

ADOPTION OF THE CITY OF OXNARD CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2021-2026

Public Works and Transportation Committee
April 27, 2021

Tatiana Arnaout
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize:

1. The Fiscal Year 2021-22 projects to be selected from the Proposed 2021-2026 City of Oxnard Five Year Capital Improvement Program; and

2. Adopt the 2021-2026 City of Oxnard Five Year Capital Improvement Program.

PURPOSE

1. Overview of the Capital Improvement Program (CIP)

2. Summary of CIP Fiscal Years (FY) 2021-26 New Projects

3. Accomplishments of FY 2020-21 CIP

WHAT IS A CAPITAL IMPROVEMENT PROGRAM (CIP)?

CIP is the City's plan - in this case for 5 years - to build or restore our facilities. The CIP does not address maintenance work. Examples of projects include:

- Construction and major alterations of buildings
- Information technology (IT) hardware
- Pipeline replacement
- Playground structure replacement
- Street rehabilitation
- Traffic signal hardware installation
- Wastewater Treatment Plant electrical work

WHAT PROJECTS QUALIFY?

In order for a project to qualify for the CIP, it must meet the following two criteria:

It consists of construction, erection, alteration, renovation, improvement, demolition or repair work involving any City-owned facility

and

It is a project that costs at least **$100,000**

Note:

Studies and rolling equipment purchases do not qualify under the CIP.

THE CIP PROCESS

1.Departments identify necessary capital improvements

2. Staff reviews projects for conformity with the General Plan and other need assessments

3. Staff verifies cost estimates and determines priority for funding

4. Staff presents the CIP to the Planning Commission to determine conformity with the General Plan

5. Staff presents the CIP to the Public Works & Transportation Committee and City Council for approval

CIP ORGANIZATION

CIP highlights examples of projects by funding source, Council district and fiscal year. All projects are sorted in the appendices by:

- By fiscal year, then funding source
- By fiscal year, then by district
- By fiscal year alone
- By fiscal year, then by priority

Projects are organized into six categories:

1. Buildings
2. Information technology (IT)
3. Parks and open space
4. Seawalls
5. Transportation and drainage
6. Utilities

CIP PROJECT SHEET LAYOUT

The project sheets include:

1. The project title
2. Location
3. Council district(s) impacted (or a project may have citywide benefit)
4. Project description
5. Purpose and need
6. Relevant category and goal of the General Plan
7. Fiscal years the project will span
8. Funding source and cost estimate
9. Priority level
10. Name, photo and contact information for the Project Manager

OXNARD *Preserving the City's Assets* Capital Improvement Program 2021-26 113

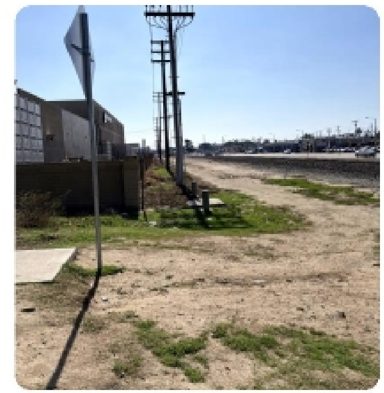
Oxnard Trail Class I Bike Path Camino Del Sol to Cooper Road

Transportation & Drainage

Oxnard Boulevard from Camino Del Sol to Cooper Road
Council District(s): 3

Project Description:

Install new Class I Bike Path to close the Oxnard Trail gap alongside the Union Pacific Railroad between the community garden at Camino Del Sol to Cooper Road. Project also includes signage, striping, and ADA improvements.



Purpose and Need:

Provide bicycle facilities identified in the City's Bicycle and Pedestrian Facilities Master Plan and improve convenience and safety for bicyclists and pedestrians.

General Plan Consistency:

Category: Infrastructure and Community Services
Goal#: ICS- 8
Safe bicycle and pedestrian circulation throughout the City.

Funding Source	
Fund Type	Fund Amount
Transportation Grant-State	$762,000
TOTAL*	$762,000

** Previously Appropriated: $153,861*

Fiscal Years:

FY2021-22 FY2022-23 FY2023-24

Responsible Staff Member:
Debbie O'Leary
Title: Transportation Planner
Phone: (805) 200-5283
Email: debbie.oleary@oxnard.org

Funding Priority Level
1 2 3
Asset Preservation

FY 2021-26 CIP NEW PROJECTS

Role of Public Works & Transportation Committee

The task of the Public Works and Transportation Committee is to recommend, and later the Council to determine, which CIP projects should be funded in which fiscal year.

The only projects that the Committee is recommending, and the Council is approving for selection for funding, are those in FY 2021-22.

FY 2021-26 CIP NEW PROJECTS

BUILDINGS

Project Title	2021-26 CIP Page
Oxnard Aquatic Center	51
Public Restroom Improvements	56
Senior Center at 5th & Patterson	64
South Oxnard Senior Center: Tenant Improvements	66
Wilson Senior Center: Tenant Improvements	67


South Oxnard Senior Center Tenant Improvements

FY 2021-26 CIP NEW PROJECTS

PARKS & OPEN SPACE

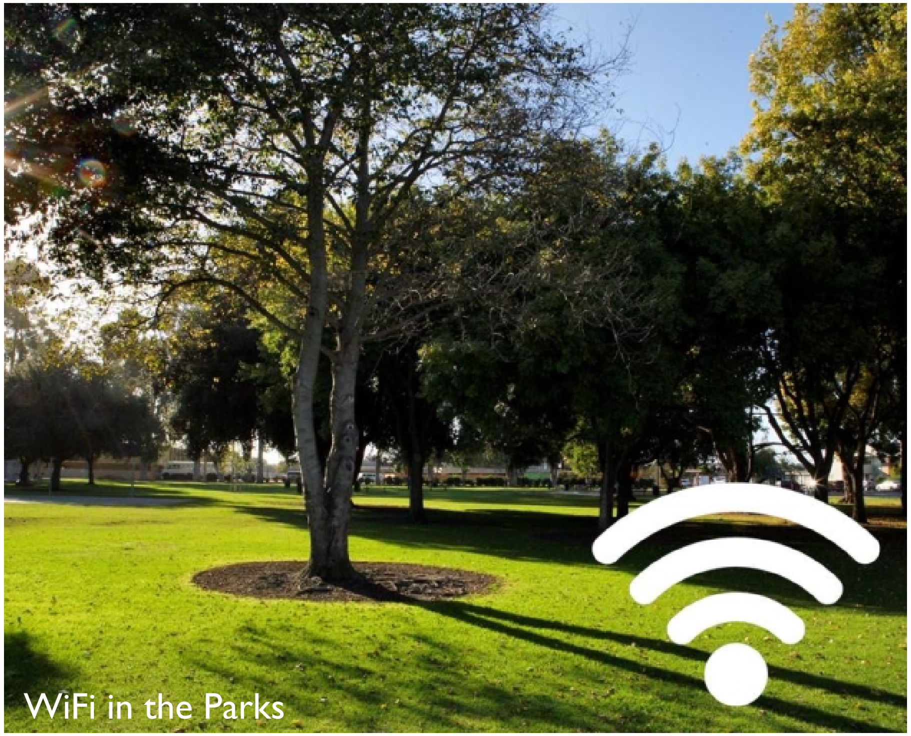

Oxnard Trail Light Replacement Phase II

Project Title	2021-26 CIP Page
Oxnard Trail Light Replacement Phase II	84

FY 2021-26 CIP NEW PROJECTS

INFORMATION TECHNOLOGY

Project Title	2021-26 CIP Page
WiFi in the Parks	75



FY 2021-26 CIP NEW PROJECTS

TRANSPORTATION & DRAINAGE

Citywide Intersection Improvements

Project Title	2021-26 CIP Page
Citywide Intersection Improvements	101
Cypress Road Railroad Crossing Upgrade	102
Five Points Intersection Modernization	105
Five Points Intersection Traffic Signal Rehabilitation	106
Oxnard Trail Class I Bike Path Camino Del Sol to Cooper Road	113

FY 2021-26 CIP NEW PROJECTS

TRANSPORTATION & DRAINAGE

Project Title	2021-26 CIP Page
Oxnard Trail Class I Bike Path Cooper Road to 2nd Street	114
Ramona Preschool Pedestrian Crossing Enhancements	117
Safe Routes to School Safety and Enhancements	120
Stormwater Conveyance Improvements along Oxnard Boulevard	123


US 101/Del Norte Interchange Upgrade

FY 2021-26 CIP NEW PROJECTS

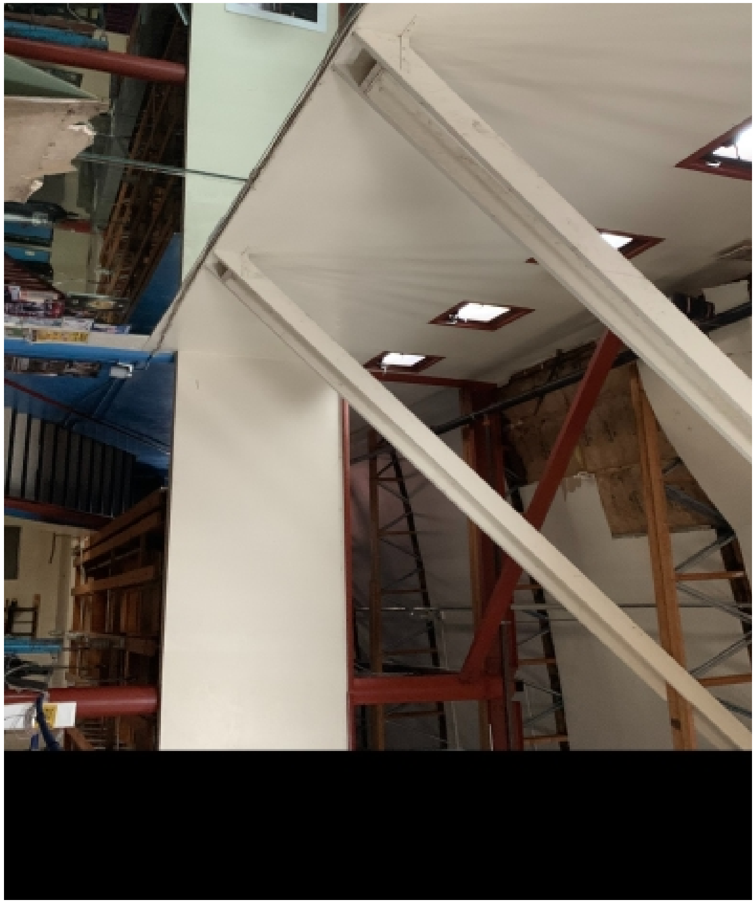
UTILITIES

Wastewater OWTP: Effluent Pump Station Improvements

Project Title	2021-26 CIP Page
Environmental Resources: Tenant Improvements	134
Wastewater OWTP: Effluent Pump Station Improvements	153
Wastewater OWTP: Maintenance Building Expansion	157
Wastewater OWTP: Plant Control Center Locker Room Remodel	160
Water Distribution:	

UNDERFUNDED CAPITAL NEEDS

- Citywide Street Improvements
- Citywide Alley Reconstruction
- Stormwater System Upgrades
- Citywide Facility Repairs
- Citywide Park Playground, Restroom, and Sport Court Improvements



CHALLENGES

- Limited resources across various city departments that affect workflow
- Anticipated increase in workload due to Measure E
- Construction delays due to material shortages
- Increase in construction costs

RESOURCES NEEDED

- On-call construction contracts:
  - Street Resurfacing
  - Alley Reconstruction
  - Roof Repairs & Replacements
  - Playground Replacements
- Additional staffing & office space

FY 2020-21 ACCOMPLISHMENTS

35
Projects
In Design Phase

12
Projects
In Bid Phase

15
Projects
$35M
Approx.
In Construction Phase

Completed
15
Projects
$15M
Total

The following slides will highlight a few completed projects from FY 2020-21 as well as provide the full list of the completed projects.

EXAMPLES OF FY 2020-21 COMPLETED PROJECTS

Project Name: Mandalay Bay Seawall Repairs

Description: Repair 77 pilasters with concrete jackets

EXAMPLES OF FY 2020-21 COMPLETED PROJECTS

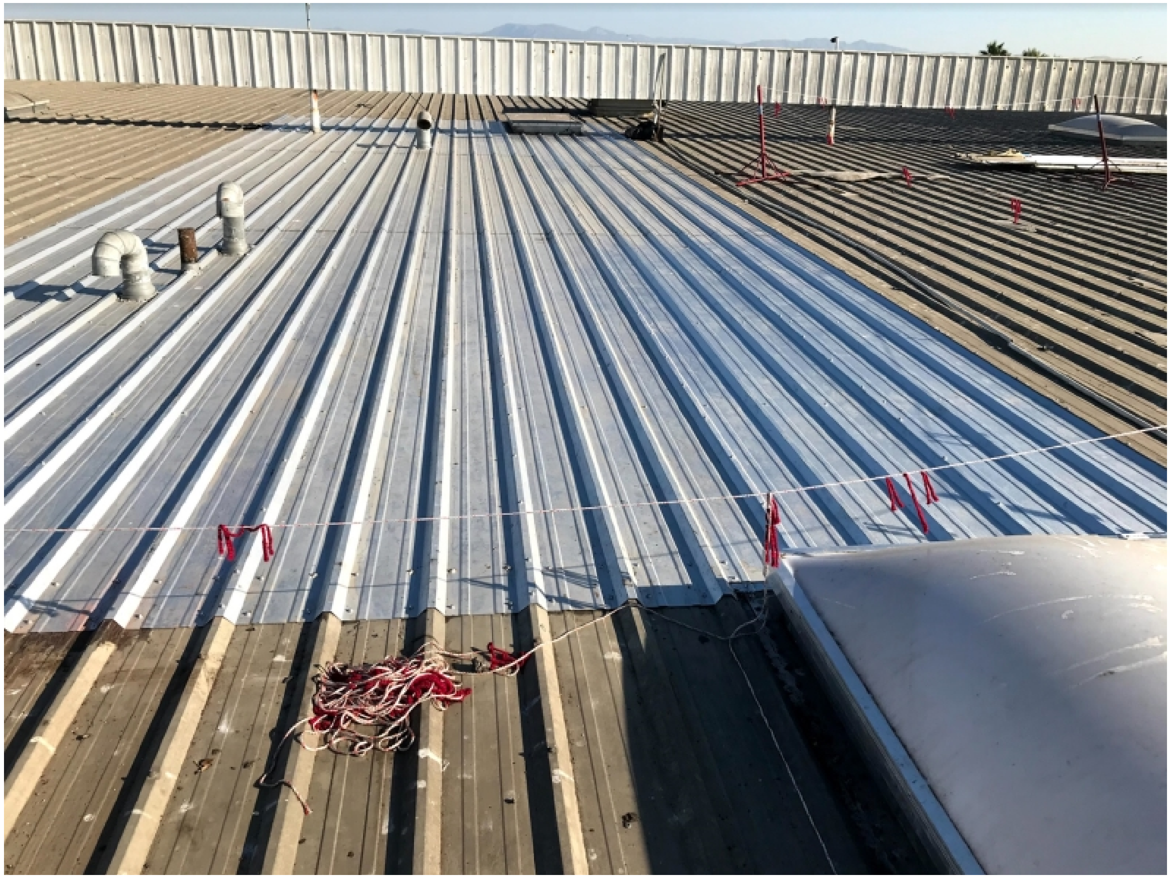
Project Name: Street Resurfacing (Various Projects)

Description: Resurfacing and preventative maintenance for 73 lane miles

EXAMPLES OF FY 2020-21 COMPLETED PROJECTS

Project Name: Roof Repair - Del Norte Facility

Description: Roof repair over the office spaces at the Del Norte Regional Recycling and Transfer Station Facility



FY 2020-21 COMPLETED PROJECTS

The following is a list of the projects that were completed:

Category: Buildings	
Project Title	**Project Description**
Roof Replacement - PAL South Wing	Replace roof on the south wing of the Police Activities League (PAL) Facility

Category: Parks & Open Space	
Project Title	**Project Description**
Oxnard Trail Light Replacement	Replace lighting infrastructure, upgrade electrical and add community cameras along Oxnard Trail from Entrada Drive to the path adjacent to the Community Garden

FY 2020-21 COMPLETED PROJECTS

Category: Seawalls	
Project Title	**Project Description**
Pilaster Jacket Repairs at Mandalay Bay Seawalls	Repair several concrete pilasters on Boise type walls with a concrete jacket

Category: Transportation & Drainage	
Project Title	**Project Description**
Commercial Area Street Resurfacing	Resurface streets within several commercial areas
Commercial Central Neighborhood Street Resurfacing	Resurface streets within the Commercial Central Neighborhood
Five Points Neighborhood Street Resurfacing	Resurface streets within the Five Points Neighborhood

FY 2020-21 COMPLETED PROJECTS

Category: Transportation & Drainage	
Project Title	**Project Description**
Rice Avenue Street Resurfacing	Stop gap treatment of existing asphalt pavement aiming for a 5-year repair life along Rice Ave between Gonzales Rd and Fifth St
River Ridge Drainage Swale Construction	Construct 900-linear feet of concrete drainage swale to prevent standing water from pooling near the landfill.
Rose Avenue Street Resurfacing	Resurface existing asphalt concrete pavement on Rose Avenue between Fifth Street and Collins Street.
Saviers Road Street Resurfacing	Resurface existing asphalt concrete pavement on Saviers Road between Wooley Road and Pleasant Valley Road

FY 2020-21 COMPLETED PROJECTS

Category: Transportation & Drainage	
Project Title	**Project Description**
Traffic Signal Modernization	Replacement of 31 existing battery backup systems at various signalized intersections.
Vineyard Avenue Resurfacing - Phase II	Resurfacing Vineyard Avenue from the 101 Freeway to Oxnard Blvd
Rose Avenue/Gary Drive New Traffic Signal	Install new traffic signal and pedestrian ADA improvements and crosswalks at the intersection of Rose Avenue & Gary Drive by Oxnard College.
Thin Maintenance Overlay - Phase II	Street resurfacing and preventative maintenance throughout the City

FY 2020-21 COMPLETED PROJECTS

Category: Utilities	
Project Title	**Project Description**
Del Norte Facility Waste Tipping Floor Restoration	Restore approximately 5,000 square feet of specialized, resilient concrete floor space. Due to multiple fires at the facility, the concrete floor has deteriorated more quickly and replacement could not wait for future fiscal years.
Roof Repair - Del Norte Facility	Repair roof over the office spaces in the Del Norte Regional Recycling and Transfer Station

FINANCIAL IMPACT

- No direct fiscal impact with the adoption of the Proposed 2021 -2026 Five-Year CIP.

- CIP provides a full fiscal presentation of capital projects planned to be undertaken in next five (5) years, provided funding is available.

- Projects that Council identify and approve to be adopted in the CIP for FY 2021-22 will be presented for adoption during the City's budget approval process in June.

QUESTIONS?

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