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
October 26, 2021
Regular Meeting - 8:30 to 10:00 PM (Temporary Time Change)

Zoom details to call-in for public comment during a meeting:
1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 879 6096 5420
3. Passcode: 631143
While in the Zoom waiting room, once the Mayor calls for public speakers for the agenda item on which you wish to speak, press *9 to raise your hand to inform the clerk you would like to speak during that agenda item. Once called on, press *6 to unmute your phone. Speakers shall have up to three minutes to speak per agenda item.

This meeting is being held in accordance with Assembly Bill 361, allowing members of the City Council, members of the public and staff to participate via teleconference.

Consistent with City policies imposed to promote social distancing, the facility where the City Council regularly meets is temporarily closed to the public. The public is encouraged to view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. EMAILING COMMENTS OR REQUESTING TO SIGN UP TO SPEAK BEFORE THE MEETING

   a. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (Please indicate the agenda item number in the subject line). All email correspondence will be forwarded to the City Council prior to the start of the meeting and made part of the legislative record.
   b. Submit a request to speak by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/city-meetings, emailing the City Clerk at cityclerk@oxnard.org, or calling the City Clerk at (805) 385-7803.

2. PROVIDING PUBLIC COMMENTS DURING THE MEETING

   a. To provide public comment without requesting to speak prior to the meeting, during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting.
   b. Public comments on agenda items shall be taken following the announcement of the item. After all public speakers have been given an opportunity to speak on an agenda item, the public comment period shall be held open for three minutes to allow additional speakers to register or otherwise be recognized for the purpose of providing public comment. During this three minute time period, the City Council or staff may discuss the item being considered or briefly respond to previous comments.

Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

* The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

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)

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. After 30 minutes, if all speakers have not 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. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the October 12, 2021 regular meeting as presented.
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department
SUBJECT: Drought Condition Update. (0/15/15)
RECOMMENDATION: That the Public Works and Transportation Committee:

1. Receive a report on the current drought conditions and forward it to the City Council; and
2. Provide feedback on a potential ordinance to amend the City's four water shortage stages in the City's existing ordinance to six water shortage stages to be consistent with the State's approach.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/vOyK-vx87GM
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: Agreement A-8368 with Toter, LLC for the Purchase of Residential Containers and Parts for the Environmental Resources Division. (0/5/5)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8368 with Toter, LLC in the amount not to exceed $750,000 for a three-year term ending December 31, 2024 for the purchase of residential containers and parts.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/6Y2GTx81RrQ
Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department
SUBJECT: Agreement A-8380 with Chrisp Company for On-Call Street Striping and Marking Services PW 22-17. (0/5/5)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that

the City Council approve and authorize the Mayor to execute Agreement A-8380 with Chrisp Company in the amount not to exceed $435,000 for a three-year term for On-Call Street Striping and Marking Services PW 22-17.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/izqDLu5peDk

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Purchase Order with PB Loader Corporation for Two New Asphalt Patch Truck Purchases for Streets Division. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Purchase Order with PB Loader Corporation in the amount not to exceed $496,346 for the purchase of two (2) new Asphalt Patch Trucks for the Street Maintenance Division.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/aJJ9FobyOs4

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Purchase Order with Quinn Company for Heavy Equipment for the Water Division. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Purchase Order with Quinn Company in the amount not to exceed $407,128.75 for heavy equipment for the Water Division.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Vt8efhAZyOY

Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: October 26, 2021

TO: Public Works and Transportation Committee

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works & Transportation Committee approve the minutes of the October 12, 2021 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 10 12 2021 Public Works & Transportation Committee

M I N U T E S
OXNARD CITY COUNCIL
PUBLIC WORKS & TRANSPORTATION COMMITTEE
Regular Meeting
OCTOBER 12, 2021

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:31 p.m., Chair Bert E. Perello called to order the regular meeting of the Oxnard City Council Public Works & Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Perello and Member Vianey Lopez were present via videoconference. Member John C. Zaragoza was present in person.

Staff members present were Alexander Nguyen, City Manager; Paul Early, Assistant City Attorney; and Rose Chaparro, City Clerk.

Staff members that participated via videoconference were Shiri Klima, Deputy City Manager; Michael Wolfe, Public Works Director; Ray Trevino, Wastewater Collections Manager; and Jan Hauser, Wastewater Division Manager.

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

C. CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the September 28, 2021 regular meeting as presented.

It was moved by Member Zaragoza, seconded by Member Lopez, to approve the meeting minutes as presented. Perello, Zaragoza, and Lopez voted in favor; the motion carried 3-0.

D. REPORTS

1. Public Works Department

SUBJECT: Agreement A-8375 with Sancon Technologies, Inc., for On-Call Cured-in-Place Pipe Repair Services.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8375 with Sancon Technologies, Inc., in the amount not to exceed $450,000 for a three-year term ending November 1, 2024, for On-Call Cured in Place Pipe Repair Services for the Wastewater Division.

Jan Hauser, Wastewater Division Manager and Ray Trevino, Wastewater Collections Manager presented and answered the Committee's questions. Michael Wolfe, Public Works Director was

also available to answer questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Member Zaragoza, seconded by Member Lopez, to approve the recommended action as presented. VOTE: Zaragoza, Perello, and Lopez voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 8:55 p.m.

ROSE CHAPARRO
City Clerk

BERT E. PERELLO
Chair

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: October 26, 2021

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Drought Condition Update. (0/15/15)

RECOMMENDATION

That the Public Works and Transportation Committee:

1. Receive a report on the current drought conditions and forward it to the City Council; and
2. Provide feedback on a potential ordinance to amend the City's four water shortage stages in the City's existing ordinance to six water shortage stages to be consistent with the State's approach.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/vOyK-vx87GM

BACKGROUND

Western United States Drought Status

As of August 24, 2021, 83.7% of the Western United States falls into the category of severe drought, according to experts with the United States Drought Monitor. Most reservoir levels in the West are below or much below normal, in many cases from long-term dry conditions. Lake Powell is at 31% capacity, while Lake Mead is at 35% of capacity. In California, Lake Shasta is at 35% capacity and Lake Oroville is near a record low at just 27% of capacity. **This drought is a regional water problem.**

In California, Governor Newsom officially issued a State of Emergency Proclamation in Mendocino and Sonoma Counties on April 21, 2021. This proclamation prepares State agencies for the expected effects of the water shortage and opens up funding opportunities for mitigation efforts. On May 10, Newsom expanded the proclamation to include the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed counties. On July 8, Governor Newsom again expanded the drought state of emergency, now covering 50 of California's 58 counties. Ventura County is not currently included in the drought state of emergency; also excluded are San Francisco, Los Angeles, San Bernardino, Riverside, Orange, San Diego, and Imperial Counties. However, language was included in Senate Bill 170, one of the budget trailer bills, that allows for its funds to be available for water projects in all counties regardless of inclusion in the drought proclamation.

Governor Newsom has called on all Californians to voluntarily reduce their water usage by 15% compared to 2020 levels; the Governor may issue an order at some point soon mandating conservation. Cities throughout California such as Folsom, Fort Bragg and Roseville are also tackling the water shortage by entering a higher water shortage stage and implementing new water use restrictions and enforcement. As an example, the City of

Folsom announced that its water customers would be required to reduce water use by 20% starting August 30, 2021. Folsom has also issued a level 3 water conservation declaration and implemented new mandatory water use restrictions, including limiting landscape and hand watering to two days per week, prohibiting the washing of parking lots, streets, driveways, or sidewalks, prohibiting the use of water for construction purposes without City preapproval, serving water at restaurants only upon request, requiring recirculation pumps in all pools, spas and ornamental fountains/ponds, and not allowing pool draining and refilling unless required for health, maintenance, or structural considerations. In addition, the City of Folsom is taking steps to reduce water consumption on public property by 20%, including reducing watering in parks and in public streetscapes, continuing to monitor and correct any runoff problems on public property, and temporarily discontinuing the flushing of fire hydrants and water lines. Currently, compliance is achieved through customer education, such as bill inserts, newspaper ads, direct mail, radio ads, TV and movie theater PSAs, restaurant table tents, and billboards. Customers violating watering restrictions or found letting water spray or flow off their property could face Folsom's administrative water waste fines.

Local Drought Status

The City of Oxnard (City) purchases anywhere from 40 to 50% of its total annual water supply from Calleguas Municipal Water District. This water is State Water Project water supplied by the Metropolitan Water District (Met). Met is forecasting a supply gap of approximately 633,000 acre-feet for calendar year 2021. (One acre-foot of water equals about 326,000 gallons or enough water to cover one acre of land, about the size of a football field, one foot deep. An average California household uses between one-half and one acre-foot of water per year.) It is expected that Met will draw on storage reserves to meet the 633,000 acre-feet shortfall; however, in response to the drought conditions, on August 17, 2021, Met's Board of Directors issued a water supply alert that calls for customers and businesses to reduce their water demand (not indicating any specific amount). According to Met's press release:

> "The action calls for water agencies to reduce their water demand through public awareness campaigns and by adopting measures tailored to their own local conditions. Examples of local agency measures could include increasing outdoor water use efficiency, prohibiting home car washing or filling of ornamental water features, and requiring that restaurants only serve water upon request."

Should conditions worsen, Met could impose financial penalties on the public agencies and retail suppliers to whom Met provides water.

Many cities and water purveyors in southeast Ventura County utilize supplies distributed by Calleguas to meet total retail demands. Calleguas is substantially reliant on State Water Project supplies. On August 18, 2021, Calleguas's Board activated its Water Shortage Contingency Plan and adopted a level 2 water shortage stage. Per this plan, a move to Stage 2 indicates an up to 20% shortage and calls for voluntary conservation, with increased outreach and education. The move to level 2 aligns with the Governor's call for 15% voluntary conservation and is consistent with Met's supply alert. Calleguas has informed the City that the State water supply will not be impacted in calendar year 2021 due to advanced planning for water shortage conditions and regional storage infrastructure improvements and investments over the past years. However, according to an email from Calleguas General Manager Tony Goff dated October 7, 2021, as soon as next year: "it is possible that mandatory conservation will be implemented in the Calleguas service area." Goff continues: "There is also a possibility that DWR may only allow potable water use for health and safety needs in State Water Dependent areas. In effect, this would mean 'no outdoor water use' throughout the Calleguas service area for part of CY 2022." Goff states there is a "high likelihood of implementing mandatory conservation."

In addition to State water, the City obtains groundwater, about half of which is pumped by the City and the other half is pumped for the City by the United Water Conservation District. The groundwater allocation amount is governed by Fox Canyon Groundwater Management Agency, an entity created by the California Legislature in 1982. Beyond the drought, our groundwater basin is critically overdrafted and by law is required

to be managed for long term sustainability; this will be covered in detail in a future report to City Council.

What Nearby Water Suppliers Are Doing

The City has reached out to other nearby water suppliers for information on their expected actions and plans regarding the drought. The City of Camarillo's staff plans to take an item to their City Council in November to consider declaring a level 2 water shortage stage with the goal of reducing water use by 20%. With a level 2 water shortage, outdoor watering would be limited to three days a week, leaks would have to be fixed within 48 hours after receiving notice from the City, the filling or refilling of ornamental lakes or ponds would be prohibited, agricultural water deliveries would be limited to three days per week and recycled water would have to be used if available for construction.

The City of Ventura has stated that its supply projections account for this year's record low rainfall, but they will continue to encourage customers to conserve, to enforce water waste prohibitions, to offer water efficiency programs/incentives, and to pursue water supply projects. Ventura currently has the following water waste prohibitions in place: no water to run and be wasted during outdoor use, no leaks to persist for more than 48 hours, no use of a handheld hose without an automatic shutoff nozzle, no operation of fountains unless the water is circulating, no washing or hosing down of hardscape surfaces such as driveways and sidewalks, and no irrigation of outdoor landscapes during and within 48 hours of rainfall. Ventura receives water from Lake Casitas, the Ventura River, and local groundwater basins. It does not currently receive State water through Calleguas.

On October 11, 2021, the City of Simi Valley's City Council unanimously declared a level 2 water shortage stage. Simi Valley was previously at level 1. Under stage 2, Simi Valley residents will have a newly imposed watering schedule of twice a week in the winter and three days a week in the summer.

DISCUSSION

Water conservation and water shortage response procedures fall under Chapter 22, Article IX of the Oxnard City Code, which is titled City of Oxnard Water Conservation and Water Shortage Response Procedures. That portion of the Code lists a permanent prohibition on water waste, which includes:

1. Outdoor irrigation is prohibited during rain.
2. Any use of water that causes runoff to occur beyond the immediate vicinity of use is prohibited. (In other words, no wet pavement is allowed.)
3. The use of running water from a hose, pipe, or faucet to clean buildings, pavement, tile, wood, plastic, driveways, parking lots, and other paved surfaces is prohibited, except for compelling public health and safety reasons. If allowed, a hose with a positive shut-off nozzle must be used.
4. Boats and vehicles may be washed only at commercial wash facilities that recycle their wash water; by use of a bucket and hose equipped with a self-closing valve that requires operator pressure to activate the flow of water; or by mobile high pressure/low volume professional services.
5. Filling and refilling of a swimming pool, with the exception of the first filling and the occasional adding of small quantities of water to maintain proper water level, or for health and safety reasons, is prohibited.
6. All leaks, breaks or malfunction within a plumbing or water distribution system must be repaired within 72 hours of discovery or receipt of notice from the City of such condition, whichever comes first.
7. Service of drinking water at all restaurants, hotels, cafes, cafeterias, coffee shops, fast-food operations, banquet facilities or other public places where food is served or offered for sale, can only be made upon customer request.
8. All food preparation establishments must use water conserving dish wash spray valves when washing dishes.

9. Operators of hotels, motels, and other commercial establishments offering lodgings must post in each room prominent notice encouraging water conservation practices, including the option of not having towels and linen laundered daily.
10. Installation of new or replacement single pass cooling systems in commercial or industrial buildings is prohibited.
11. Installation of new or replacement non re-circulating water systems in commercial conveyor car wash or commercial laundry systems is prohibited.

Additionally, the City Council may declare that water shortage conditions exist, designate the severity of the shortage conditions, and establish mandatory conservation measures. The severity of each water shortage condition is designated in stages, from 1 to 4. Each stage shall correspond to the degree to which the City has or is likely to suffer reduced availability of water supplies, as follows:

Stage	**Reduction in Available Supplies**
1	Up to 15%
2	15-25%
3	25-35%
4	Greater than 35%

On July 29, 2014, the City Council declared a level 2 water shortage stage and listed mandatory water conservation requirements via Resolution No. 14,682. That resolution was rescinded and replaced on May 5, 2015, by Resolution No. 14,741, which declared the continuance of the level 2 water shortage condition in the City and listed new mandatory water conservation requirements. Resolution No. 14,741 stated that its "water shortage declaration and associated mandatory water conservation requirements shall remain in effect unless otherwise amended or rescinded by further action of the Council." The State of California declared the 2014 drought over and lifted the emergency requirements in 2017, but Oxnard never amended or rescinded Resolution No. 14,741, so the City never lifted the level 2 condition. According to Resolution No. 14,741, with respect to potable water:

1. The watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. during standard time or between 6 p.m. and 9 a.m. during daylight savings time, no more than twice a week. This applies to HOAs. The current watering schedule is the following:
   - Odd-numbered addresses (ending in 1, 3, 5, 7, 9): Sundays and Thursdays ONLY
   - Even-numbered addresses (ending in 0, 2, 4, 6, 8): Saturdays and Wednesdays ONLY
   - The irrigation of park and school ground areas with potable water is only permitted during the designated irrigation periods noted in the irrigation schedule and only if necessary. Sport activity fields may irrigate more frequently, but only as necessary to maintain playing surface quality.
2. Exceptions to allow for irrigation outside of the designated periods include (1) watering of newly installed, drought-tolerant landscapes for up to one year after planting and (2) hand watering of potted plants or stressed vegetation with use of a container (e.g., bucket or watering can) or a hose fitted with a shut-off valve.
3. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.
4. The irrigation of newly constructed homes and building exteriors with potable water is prohibited unless drip or microspray systems are used.

5. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of a recirculating system.

Additionally, Resolution No. 14,741 says the City must provide prompt notice to customers when information indicates a leak may exist within end-user's control. The City's system generates exception reports and staff review these daily in order to issue work orders to meter reading personnel to verify the readings and check for leaks. If a leak is detected, meter reading personnel will attempt to make contact with the customer while at the property; if no one is home, staff will leave a tag at the door with the findings and a contact number for questions. Resolution No. 14,741 also states the City may not irrigate ornamental turf on public medians with potable water; there is no ornamental turf in City medians.

Oxnard's overall water demand has continued to decline from peak usage from 26,703 acre-feet in fiscal year 2013-14 to 21,847 acre-feet in fiscal year 2019-20. While the City's supply projections account for this year's dry conditions, customers are encouraged to continue conserving as water supplies are still vulnerable due to drought.

Oxnard's Water Conservation Outreach Efforts

The City continues to work to reduce water use and follow the 15% voluntary reduction. Oxnard promotes water conservation through a variety of informational programs and public events. Oxnard offers conservation brochures, activity booklets, public outreach displays, oral presentations, school assemblies, free landscaping classes, and workshops to inform the public of conservation efforts at a variety of different local community events throughout the year. Oxnard raises awareness about water conservation through paid advertising, press releases, social media, and utility bill inserts. Additionally, the Oxnard Water web page (OxnardWater.org) provides up-to-date information related to programs, rebates (bewaterwise.com®), water-saving tips, and announcements about upcoming events.

Most recently, the City implemented a Blue Box Program and a contactless Curbside Water Conservation Kit Program. The Blue Box Program promotes customer connection by providing water staff educational materials and water-saving devices to offer customers whom they may encounter while out in the field. The Curbside Water Conservation Kit Program offers water customers the opportunity to create water conservation kits customized with their choice of water-saving devices such as low flow faucet aerators, showerheads, and hose nozzles. Customers can schedule a pickup time to receive their kits via contactless curbside pickup. During the October 2020 event, 166 kits were distributed containing a total of 2,163 conservation devices. The next Curbside Water Conservation Program is scheduled to take place in October 2021 with 300 kits anticipated to be distributed.

Aquifer Storage and Recovery (ASR)

The Aquifer Storage and Recovery (ASR) project is designed to inject ultra-pure treated recycled water in subterranean wells for a period of six months, after which it will be tested for use in an indirect potable reuse (IPR) program. It is anticipated that the demonstration period will last up to a year before the California Division of Drinking Water approves Oxnard's permit application for IPR. If the ASR well demonstration is successful, this will create an additional sustainable local water source to assist in lessening dependence on imported State water. The ASR well demonstration project began construction in 2021.

Oxnard's Water Supply Planning

The 2020 Urban Water Management Plan and Water Shortage Contingency Plan (available at https://www.oxnard.org/wp-content/uploads/2021/10/Revised-Oxnard-Urban-Water-Management-Plan-Final-Draft_w-Appendices.pdf) details Oxnard's long-term resource planning to ensure that adequate water supplies

are available to meet existing and future water needs as well as how Oxnard will respond to various stages of a drought or a prolonged shortage caused by other events. This plan went to the Public Works and Transportation Committee on September 28, 2021, and is expected to go to the full City Council for adoption on October 19, 2021. This plan is a State requirement and must to be revisited and updated every five years.

Possibly Amending Oxnard's Water Code

As stated earlier in this report, the current City Code designates four water shortage stages:

Stage	Reduction in Available Supplies
1	Up to 15%
2	15-25%
3	25-35%
4	Greater than 35%

However, the Department of Water Resources set six water shortage stages in its UWMP Guidebook. The proposed stages are based on 10% increments. For example, a level 1 water shortage will be declared when water shortage levels are anywhere from 1 to 10%. Similarly, a level 2 water shortage will be declared when water shortage levels continue to decrease anywhere from 11 to 20% of typical conditions. This would mean the water supply is adequate to meet 80% of projected demands. Typical conditions are based on average precipitation data and on historical production and anticipated production data. To summarize, the six stage option provides:

Stage	Reduction in Total Available Water Resource
1	Up to 10%
2	Up to 20%
3	Up to 30%
4	Up to 40%
5	Up to 50%
6	Greater than 50%

Staff recommends returning with an ordinance to Council to amend the City's four water shortage stages to six water shortage stages to be consistent with the approach of the Department of Water Resources. Staff needs the Committee's feedback on this potential ordinance.

The City has developed a variety of shortage response actions to implement during each given shortage stage. These are listed in the 2020 Urban Water Management Plan and Water Shortage Contingency Plan. Depending on the nature of the water shortage, the City can elect to implement one or several response actions to mitigate the shortage and reduce gaps between supply and demand.

Looking to the Future

The City Council may, by resolution, declare that different water shortage conditions (not those consistent with level 2) are present within the City. This process begins with staff conducting an annual water supply assessment to determine if there are supply reductions. Staff also analyze the total supply available for the coming year as compared to the future demand to determine if there is a supply versus demand gap. Staff present this data and our recommendations to the City Council if a shortage is anticipated. The City Council would then determine if a shortage stage should be declared. When Council declares that water shortage conditions exist, the City Council must also designate the severity of the shortage conditions and establish mandatory conservation measures. All mandatory water conservation measures remain in effect until the Council declares that the water shortage conditions have eased so that the shortage responses may be modified or eliminated.

Under the City Code, the City has the discretion to impose penalties on any violation of prohibited water waste activities. Approximately a decade ago, Oxnard imposed civil citations (up to $500 each) for violations of water regulations. Additionally, the Council could opt to implement drought surcharges. In the last drought cycle, both Golden State Water Company (in Ojai) and California Water Service (in Thousand Oaks/ Westlake Village) imposed drought surcharges. Future consequences could include surcharges up to 50% of the most recent utility bill, installation of a flow-restricting device and the discontinuation of water service. Currently, staff is focusing on the education and outreach approach, but the Council can direct staff to actively go out into the community for enforcement and to issue fines or to return to Council with drought surcharges.

Finally, staff is exploring performing studies for the future use of desalination, water banking, and stormwater capture and treatment. Such projects would require Council authority. We will return to Committee in the future with more specific recommendations.

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 in receiving this report.

Prepared by: Omar Castro, Water Division Manager

ATTACHMENTS

1. April 21, 2021 - Governor's Drought Proclamation
2. May 10, 2021 - Governor's Drought Proclamation First Expansion
3. July 8, 2021 - Governor Newsom Calls on Californians to Voluntarily Reduce Water Usage by 15%
4. July 8, 2021 - Governor's Drought Proclamation Second Expansion
5. August 16, 2021 - City of Folsom Announces 20% Water Conservation Requirements
6. August 17, 2021 - Metropolitan Declares Water Supply Alert
7. August 18, 2021 - Calleguas Declares Stage 2 Water Shortage
8. October 7, 2021 - Email from Calleguas GM Tony Goff
9. July 29, 2014 - Oxnard Resolution No. 14,682 Declaring Stage 2 Water Shortage Condition
10. May 5, 2015 - Oxnard Resolution No. 14,741 Declaring Continuance of Stage 2 Water Shortage Condition
11. Drought Condition Update Presentation

State of Emergency Proclamation

WHEREAS climate change is intensifying the impacts of droughts on our communities, environment and economy, and California must therefore improve drought resiliency and prepare to respond to more frequent, prolonged, and intense dry periods; and

WHEREAS much of the West is experiencing severe to exceptional drought and California is in a second consecutive year of dry conditions, resulting in drought or near-drought throughout many portions of the State; and

WHEREAS these drought conditions can result in degraded water quality, fallowing of productive farmland, setbacks to vulnerable and rural communities through job losses and longer-lasting recoveries, significant impacts to tribal, commercial, and recreational salmon fisheries, constraints on access to traditional lifeways, loss of aquatic and terrestrial biodiversity, and ecosystem impacts; and

WHEREAS drought conditions vary across the State and some watersheds, including the Russian River and Klamath Basin, are extremely dry and are facing substantial water supply and ecosystem challenges; and

WHEREAS it is necessary to expeditiously mitigate the effects of the drought conditions within the Russian River Watershed, located within Mendocino and Sonoma counties, to ensure the protection of health, safety, and the environment; and

WHEREAS experience in the last drought has demonstrated the value of preparing earlier for potential sustained dry conditions, the need to improve our monitoring and forecasting capabilities, and many other lessons that are captured in the Administration's *Report to the Legislature on the 2012-2016 Drought*; and

WHEREAS the State and its many partners have strengthened drought resilience since the last drought including state investments in water management systems, implementation of the Sustainable Groundwater Management Act, establishment of the Safe and Affordable Fund for Equity and Resilience Program, development of the Administration's *Water Resilience Portfolio*, and continued water conservation by Californians whose current statewide urban water use is 16% lower than at the beginning of the last drought; and

WHEREAS state agencies have been actively responding to current drought conditions and preparing for the possibility of a third dry year including through convenings of the interagency drought team, which was established at my direction, to organize, focus, and track changing conditions, coordinate state agency responses, and work closely with partners across the State; and

WHEREAS under the provisions of Government Code section 8558(b), I find that the conditions caused by the drought conditions, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the drought conditions; and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of, the drought conditions within the Russian River Watershed, and under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions of the Russian River Watershed, located within Mendocino and Sonoma counties.

NOW THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in Mendocino and Sonoma counties due to drought conditions in the Russian River Watershed.

IT IS HEREBY ORDERED THAT:

1. To further the success of California's water conservation efforts and increase our drought preparedness, state agencies shall partner with local water districts and utilities to make all Californians aware of drought, and encourage actions to reduce water usage by promoting the Department of Water Resources' Save Our Water campaign (https://saveourwater.com) and other water conservation programs.

2. To continue coordination with partners across the State for the potential of prolonged drought impacts, the Department of Water Resources, the State Water Resources Control Board (Water Board), the Department of Fish and Wildlife, and the Department of Food and Agriculture shall work with regional and local governments, including groundwater sustainability agencies, to identify watersheds, communities, public water systems, and ecosystems that may require coordinated state and local actions to address issues stemming from continued dry conditions, to ensure that we can respond to water shortages and protect people, natural resources and economic activity.

3. To continue partnership and coordination with Californian Native American tribes, state agencies shall engage in consultation, collaboration, and communication with California Native American tribes to assist them in necessary preparation and response to drought conditions on tribal lands and potential impacts to cultural and traditional resources within ancestral lands.

4. To prioritize drought response and preparedness resources, the Department of Water Resources, the Water Board, the Department of Fish and Wildlife and the Department of Food and Agriculture, in consultation with the Department of Finance, shall:

    a. Accelerate funding for water supply enhancement, water conservation, or species conservation projects.
    b. Identify unspent funds that can be repurposed to enable projects to address drought impacts to people, ecosystems, and economic activities.
    c. Recommend additional financial support for water resilience infrastructure projects and actions for potential inclusion in the upcoming May Revision.

5. To increase resilience of our water supplies during drought conditions, the Department of Water Resources shall:

    a. Work with counties to encourage reporting of household water shortages, such as dry residential wells, on the website the Department maintains for that purpose, to enable tracking of drought impacts.
    b. Work with counties, and groundwater sustainability agencies as appropriate, to help ensure that well drillers submit required groundwater well logs for newly constructed and deepened wells in a timely manner.
    c. Work with agricultural water suppliers and agricultural water users to provide technical assistance, including implementation of efficient water management practices and use of technology such as the California Irrigation Management Information System.
    d. Work with urban and agricultural water suppliers to encourage timely submittal by water districts and public posting of urban water management and water shortage contingency plans and agricultural water management and drought plans.
    e. Accelerate updating the land subsidence data it is providing to support implementation of the Sustainable Groundwater Management Act.

6. To increase resilience of our water systems during drought conditions, the Water Board shall:

    a. Use its authority, provide technical assistance, and where feasible provide financial assistance, to support regular reporting of drinking water supply well levels and reservoir water levels where the Water Board determines that there is risk of supply failure because of lowering groundwater levels or reservoir levels that may fall below public water system intakes.
    b. Prioritize the permitting of public water systems that anticipate the need to activate additional supply wells where water quality is a concern and treatment installation needs to proceed to relieve a system's potential supply concerns.
    c. Provide annual water demand data, information on water right priority, and other communications on water availability on its website.
    d. Identify watersheds where current diversion data is insufficient to evaluate supply impacts caused by dry conditions, and take actions to ensure prompt submittal of missing data in those watersheds.

7. To address the acutely dry conditions in the Russian River Watershed, the Water Board shall consider:

    a. Modifying requirements for reservoir releases or diversion limitations in that watershed to ensure adequate, minimal water supplies for critical purposes.
    b. Adopting emergency regulations to curtail water diversions when water is not available at water rights holders' priority of right or to protect releases of stored water.

    For purposes of carrying out this directive, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are suspended in the counties of Mendocino and Sonoma to the extent necessary to address the impacts of the drought in the Russian River Watershed. The Water Board shall identify the projects

eligible for the suspensions pursuant to this paragraph and maintain on its websites a list of the activities or approvals for which these provisions are suspended.

8. To ensure that equipment and services necessary for drought response in the Russian River Watershed can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to procurement, state contracts, and fleet assets, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended to the extent necessary to address the effects of the drought in the Russian River Watershed, located within Mendocino and Sonoma counties. Approval of the Department of Finance is required prior to the execution of any contract entered into pursuant to this provision.

9. To increase the resilience of our natural habitats to protect vulnerable species during drought conditions, the Department of Fish and Wildlife shall:

    a. Evaluate and take actions to protect terrestrial and aquatic species and, wherever possible, work with water users and other parties on voluntary measures to protect species.
    b. Work to improve State hatcheries and increase water use efficiency on State wildlife areas and ecological reserves to maintain habitat for vulnerable species.
    c. Respond to human-wildlife interactions related to ongoing dry conditions and increase public messaging and awareness.
    d. Work with commercial and recreational salmon fishing and tribal representatives to anticipate and develop strategies to mitigate and respond to salmon fishery impacts, with particular emphasis on addressing impacts to salmon fisheries in the Klamath Basin.

10. To support our agricultural economy and food security during drought conditions, the Department of Food and Agriculture shall:

    a. Provide technical assistance to support conservation planning, on-farm water and energy conservation practices and technologies, including augmenting the State Water Efficiency and Enhancement Program.
    b. Conduct an economic analysis of drought impacts to agriculture, including land use, jobs, and rural food economies, expanding on existing research done in the last drought to include thorough regional analysis especially in the Central Valley, and in the implementation of the Sustainable Groundwater Management Act and alternative land uses for fallowed land.
    c. Maintain a web page with drought resources for farmers and ranchers, including the United States Department of Agriculture and other federal and state resources.
    d. Work with federal agencies to assist Klamath Basin farmers and ranchers contending with reduced water supplies.

11. To ensure the potential impacts of drought on communities are anticipated and proactively addressed, the Department of Water Resources, in coordination with the Water Board, shall develop groundwater management principles and strategies to monitor, analyze, and minimize impacts to drinking water wells.

12. To provide critical information on the different drought conditions across the State, the Department of Water Resources, in consultation with the Department of Fish and Wildlife, the Department of Food and Agriculture,

and the Water Board, shall develop a California Drought Monitor by December 31, 2021, as recommended in the Administration's *Report to the Legislature on the 2012-2016 Drought*.

13. To prepare for potential salinity issues in the Delta, the Department of Water Resources, in consultation with the Water Board, the Department of Fish and Wildlife, the Delta Stewardship Council, and the Central Valley Flood Protection Board, shall initiate actions necessary to prepare for and address potential Delta salinity issues during prolonged drought conditions.

14. To prepare for potential impacts of drought conditions on species, the Water Board and the Department of Fish and Wildlife shall work with federal agency partners to manage temperature conditions for the preservation of fish in the Sacramento River downstream of Shasta Dam while balancing water supply needs.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 21st day of April 2021

GAVIN NEWSOM
Governor of California

ATTEST:

DR. SHIRLEY WEBER
Secretary of State

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS climate change is intensifying the impacts of droughts on our communities, environment, and economy, and California is in a second consecutive year of dry conditions, resulting in drought or near-drought throughout many portions of the State; and

WHEREAS recent warm temperatures and extremely dry soils have further depleted the expected runoff water from the Sierra-Cascade snowpack, resulting in a historic and unanticipated estimated reduction of 500,000 acre feet of water – or the equivalent of supplying water for up to one million households for one year – from reservoirs and stream systems, especially in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watersheds; and

WHEREAS the extreme drought conditions through much of the State present urgent challenges, including the risk of water shortages in communities, greatly increased wildfire activity, diminished water for agricultural production, degraded habitat for many fish and wildlife species, threat of saltwater contamination of large fresh water supplies conveyed through the Sacramento-San Joaquin Delta, and additional water scarcity if drought conditions continue into next year; and

WHEREAS Californians have saved water through conservation efforts, with urban water use approximately 16% below where it was at the start of the last drought years, and I encourage all Californians to undertake actions to further eliminate wasteful water practices and conserve water; and

WHEREAS on April 21, 2021, I issued a proclamation directing state agencies to take immediate action to bolster drought resilience and prepare for impacts on communities, businesses, and ecosystems, and proclaiming a State of Emergency to exist in Mendocino and Sonoma counties due to severe drought conditions in the Russian River Watershed; and

WHEREAS additional expedited actions are now needed in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watersheds; and

WHEREAS it is necessary to expeditiously mitigate the effects of the drought conditions within the Klamath River Watershed Counties (Del Norte, Humboldt, Modoc, Siskiyou, and Trinity counties), the Sacramento-San Joaquin Delta Watershed Counties (Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Lake, Lassen, Madera, Mariposa, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Shasta, Sierra, Siskiyou, Solano, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba counties), and the Tulare Lake Watershed Counties (Fresno, Kern, Kings, and Tulare counties) to ensure the protection of health, safety, and the environment; and

WHEREAS under Government Code Section 8558(b), I find that the conditions caused by the drought conditions, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under Government Code Section 8625(c), I find that local authority is inadequate to cope with the drought conditions; and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of, the drought conditions statewide, and under Government Code Section 8571, I find that strict compliance with various statutes and regulations specified in this proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed Counties.

NOW THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed Counties due to drought.

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my April 21, 2021 Proclamation remain in full force and effect, except as modified. State agencies shall continue to implement all directions from that proclamation and accelerate implementation where feasible.

2. To ensure that equipment and services necessary for drought response can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to procurement, state contracts, and fleet assets, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended to the extent necessary to address the effects of the drought in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed Counties. Approval of the Department of Finance is required prior to the execution of any contract entered into pursuant to this provision.

3. To support voluntary approaches where hydrology and other conditions allow, the Department of Water Resources and the State Water Resources Control Board (Water Board) shall expeditiously consider requests to move water, where appropriate, to areas of need, including requests involving voluntary water transfers, forbearance agreements, water exchanges, or other means. Specifically, the Department of Water Resources and Water Board shall prioritize transfers that retain a higher percentage of water in upstream reservoirs on the Sacramento, Feather, and American Rivers for release later in the year. If necessary, the Department of Water Resources shall request that the Water Board consider changes to water rights permits to enable such voluntary movements of water. For actions taken in the Klamath River and Sacramento-San Joaquin Delta Watershed Counties pursuant to this paragraph, the following requirements of the Water Code are suspended:

    a. Section 1726(d) requirements for written notice and newspaper publication, provided that the Water Board shall post notice on its website and provide notice through electronic subscription services where interested persons can request information about temporary changes; and

b. Section 1726(f) requirement of a 30-day comment period, provided that the Water Board shall afford a 15-day comment period.

4. To ensure adequate, minimal water supplies for purposes of health, safety, and the environment, the Water Board shall consider modifying requirements for reservoir releases or diversion limitations—including where existing requirements were established to implement a water quality control plan—to conserve water upstream later in the year in order to protect cold water pools for salmon and steelhead, improve water quality, protect carry over storage, or ensure minimum health and safety water supplies. The Water Board shall require monitoring and evaluation of any such changes to inform future actions. For actions taken in the Sacramento-San Joaquin Delta Watershed Counties pursuant to this paragraph, Water Code Section 13247 is suspended.

5. To ensure protection of water needed for health, safety, and the environment in the Klamath River and Sacramento-San Joaquin Delta Watershed Counties, the Water Board shall consider emergency regulations to curtail water diversions when water is not available at water right holders' priority of right or to protect releases of stored water. The Department of Water Resources shall provide technical assistance to the Water Board that may be needed to develop appropriate water accounting for these purposes in the Sacramento-San Joaquin Delta Watershed.

6. To ensure critical instream flows for species protection in the Klamath River and Sacramento-San Joaquin Delta Watersheds, the Water Board and Department of Fish and Wildlife shall evaluate the minimum instream flows and other actions needed to protect salmon, steelhead, and other native fishes in critical streams systems in the State and work with water users and other parties on voluntary measures to implement those actions. To the extent voluntary actions are not sufficient, the Water Board, in coordination with the Department of Fish and Wildlife, shall consider emergency regulations to establish minimum drought instream flows.

7. Operative paragraph 4 of my April 21, 2021 Proclamation is withdrawn and superseded by the following, which shall apply to the Russian River Watershed identified in my April 21, 2021 Proclamation as well as the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed Counties:

   To prioritize drought response and preparedness resources, the Department of Water Resources, the Water Board, the Department of Fish and Wildlife, and the Department of Food and Agriculture, in consultation with the Department of Finance, shall:

   a. Accelerate funding for water supply enhancement, water conservation, or species conservation projects.
   b. Identify unspent funds that can be repurposed to enable projects to address drought impacts to people, ecosystems, and economic activities.
   c. Recommend additional financial support for groundwater substitution pumping to support Pacific flyway habitat needs in the lower Sacramento River and Feather River portions of the Central Valley in the Fall of 2021.

8. Consistent with operative paragraph 13 of my April 21, 2021 Proclamation, the Department of Water Resources shall take actions, if necessary, to implement plans that address potential Delta salinity issues. Such actions may include, among other things, the installation and removal of, Emergency Drought Salinity Barriers at locations within the Sacramento-San Joaquin Delta Estuary. These barriers shall be designed to conserve water for use later in the year to meet state and federal Endangered Species Act requirements, preserve to the extent possible water quality in the Delta, and retain water supply for human health and safety uses. The Water Board and the Department of Fish and Wildlife shall immediately consider any necessary regulatory approvals needed to install Emergency Drought Salinity Barriers. For actions taken pursuant to this paragraph, Section 13247 and the provisions of Chapter 3 (commencing with Section 85225) of Part 3 of Division 35 of the Water Code are suspended.

9. To support the movement of water from areas of relative plenty to areas of relative scarcity in the Sacramento-San Joaquin Delta and Tulare Lake Watershed Counties, the Department of Water Resources shall expedite the consideration and, where appropriate, the implementation of pump-back delivery of water through the State Water Project on behalf of local water agencies.

10. To proactively prevent situations where a community runs out of drinking water, the Water Board, the Department of Water Resources, the Office of Emergency Services, and the Office of Planning and Research shall assist local agencies in identifying acute drinking water shortages in domestic water supplies, and shall work with local agencies in implementing solutions to those water shortages.

11. For purposes of carrying out or approving any actions contemplated by the directives in operative paragraphs 3, 4, 5, 6, 8, and 9, the environmental review by state agencies required by the California Environmental Quality Act in Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought in the Klamath River, Sacramento-San Joaquin Delta and Tulare Lake Watershed Counties. For purposes of carrying out the directive in operative paragraph 10, for any (a) actions taken by the listed state agencies pursuant to that directive, (b) actions taken by a local agency where the Office of Planning and Research concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought in counties where the Governor has proclaimed a drought state of emergency. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

12. To ensure transparency in state agency actions, the Water Board and Department of Water Resources will maintain on their websites a list of the activities or approvals by their agencies for which provisions of the Water Code are suspended under operative paragraphs 3, 4, or 8 of this proclamation.

13. To ensure that posting and dissemination of information related to drought emergency activities is not delayed while accessible versions of that information are being created, Government Code Sections 7405 and 11546.7 are hereby suspended as they pertain to the posting of materials on state agency websites as part of responding to the drought emergency, provided that any state agencies failing to satisfy these code sections shall make and post an accessible version on their websites as soon as practicable.

This proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 10th day of May 2021.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

As Drought Conditions Intensify, Governor Newsom Calls on Californians to Take Simple Actions to Conserve Water

Published: Jul 08, 2021

Voluntary 15 percent reduction in water use urged to preserve available supplies, protect water reserves

Emergency declaration expanded to nine additional counties, bringing total to 50 counties across the state now under a drought state of emergency

SAN LUIS OBISPO COUNTY – Amid intensifying drought and record-breaking temperatures across the Western United States, Governor Gavin Newsom today added nine counties to the regional drought state of emergency and called on Californians to voluntarily reduce their water use by 15 percent with simple measures to protect water reserves if drought conditions continue and to help maintain critical flows for fish and wildlife wherever possible.

“The realities of climate change are nowhere more apparent than in the increasingly frequent and severe drought challenges we face in the West and their devastating impacts on our communities, businesses and ecosystems,” said Governor Newsom. “The entire state is in a drought today, and to meet this urgent challenge we must all pull together and do our part to reduce water use as California continues to build a more climate resilient water system to safeguard the future of our state. We’re proud of the tremendous strides made to use water more efficiently and reduce water waste, but we can all find opportunities this summer to keep more water in reserve as this drought could stretch into next year and beyond.”

The Governor today signed an Executive Order calling on all Californians to voluntarily reduce their water use by 15 percent compared to 2020 levels through simple actions such as reducing landscape irrigation, running dishwashers and washing machines only when full, finding and fixing leaks, installing water-efficient showerheads and taking shorter showers. These voluntary efforts complement specific local conservation mandates already in place in some communities experiencing acute water shortage conditions this summer.

State officials estimate an additional 15 percent voluntary reduction by urban water users from 2020 levels could save as much as 850,000 acre-feet of water over the next year for future use, or enough to supply more than 1.7 million households for a year.

At Lopez Reservoir in San Luis Obispo County, Governor Newsom discusses drought emergency response

The State Water Resources Control Board and the Department of Water Resources will monitor progress on voluntary conservation, reservoir storage, soil moisture and other metrics in the coming months to determine whether additional drought response actions are needed.

To help Californians take simple action to reduce water use by 15 percent, state agencies are partnering with local water suppliers to promote conservation tips through the Save Our Water campaign. The campaign and website were critical resources for Californians during the 2012-2016 drought and remain a trusted information source on using water wisely.

During the 2012-2016 drought, Californians responded to the call to conserve, with many taking permanent actions that continue to yield benefits. Statewide per capita residential water use declined 21 percent between the years 2013 and 2016 and today, the urban sector is using approximately 16 percent less on average statewide than in 2013. Building California's drought and climate resilience, local water suppliers and communities are also bolstering their drought planning and making forward-looking investments in water recycling, stormwater capture and reuse, groundwater storage and other strategies. Agricultural water users have made significant investments in irrigation efficiencies since the last drought. Despite those efforts, many agricultural producers are experiencing severe reductions in water supplies this year and are fallowing land in response.

At Lopez Lake in San Luis Obispo County today, Governor Newsom also signed a proclamation expanding the regional drought state of emergency to include nine additional counties where drought effects are increasingly severe or where state emergency response may be needed: Inyo, Marin, Mono, Monterey, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara and Santa Cruz. This will enable state agencies to more quickly and effectively support drought response through actions such as expediting purchasing and contracting to complete projects that shore up water supplies.

While drought conditions exist across the state, the counties covered by the proclamations are experiencing severe impacts and are likely to benefit from these emergency actions. Following the initial emergency proclamation issued in April for the hardest-hit counties, and its expansion in May, today's executive action brings a total of 50 of the state's 58 counties under the drought state of emergency. The Governor has also directed state agencies to take further actions to preserve critical water supplies, address drought impacts and protect people, natural resources and economic activity.

The Governor in May proposed $5.1 billion in water resiliency investments over four years to bolster the state's emergency drought response, build regional capacity to endure drought and safeguard water supplies for communities, the economy and the environment. The Administration is working with the Legislature to finalize budget investments that will address drinking water challenges in small and disadvantaged communities, support Sustainable Groundwater Management Act implementation and multi-benefit land repurposing and fund projects that improve ecosystem health for native fish and other wildlife, among other priorities.

Actions by the Administration to address drought to date include:

- Since the 2019 enactment of legislation to help provide safe and affordable drinking water to communities that lack it, the Water Board so far has provided interim drinking water solutions to 496 communities, provided planning assistance to another 164 communities and provided long-term solutions to 110 small water systems to make them more climate resilient.
- State agencies in recent weeks have provided emergency support to several small communities and domestic well users with inadequate water supply problems.
- In close coordination with a wide range of stakeholders, state agencies assessed the drought vulnerability of water suppliers and ranked the most vulnerable systems in need of support. The effort also gathered recommendations from stakeholders on ways to improve drought contingency planning.
- Building on that assessment of drought vulnerability, the State Water Resources Control Board this year completed the state's first drinking water needs assessment in which it identified small water systems and domestic wells that are failing or at risk of failing to meet the state's drinking water standards.
- State review of voluntary water transfers between water right holders has been made more efficient to facilitate the movement of water to places where it is needed most.
- The Department of Water Resources (DWR) updated its Household Water Supply Shortage Reporting website, which tracks voluntarily reported supply issues by counties.
- DWR installed a temporary emergency rock barrier across a channel in the Sacramento-San Joaquin Delta this summer to help slow the movement of saltwater and prevent contamination of water supplies for Delta agriculture and millions of Californians.
- State regulators have modified reservoir operations and water quality regulations to conserve water supplies in key reservoirs.
- With stakeholder input, the Administration in 2020 finalized a Water Resilience Portfolio, with more than 100 separate actions to be taken by state agencies to help California's diverse regions endure drought, flood and changing precipitation patterns.

For more tips on saving water, visit www.saveourwater.com.

Learn more about current conditions, the state's response and informational resources available to the public at the state's new drought preparedness website.

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EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS climate change is intensifying the impacts of droughts on our communities, environment, and economy, and California is in a second consecutive year of dry conditions, resulting in drought in all parts of the State and extreme or exceptional drought in most of the State; and

WHEREAS in response to climate change and worsening drought conditions, I issued proclamations on April 12 and May 10, 2021, proclaiming drought emergencies in the counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kern, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba, which have faced the most dire and severe drought conditions; and

WHEREAS since my May 10, 2021 Proclamation, California's water supplies continue to be severely depleted, and high temperatures are now increasing water loss from reservoirs and streams (especially north of the Tehachapi Mountains), and thus demands by communities and agriculture have increased, supplies of cold water needed for salmon and other anadromous fish that are relied upon by tribal, commercial, and recreational fisheries have been reduced, and risk has increased of drought impacts continuing in 2022 because of continued water loss from climate change-driven warming temperatures and less water available in reservoirs and streams from two years of below average precipitation; and

WHEREAS the counties of Inyo, Marin, Mono, Monterey, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, and Santa Cruz are now experiencing emergency drought conditions as well; and

WHEREAS it is necessary to expeditiously mitigate the effects of the drought conditions to ensure the protection of health, safety, and the environment; and

WHEREAS under Government Code Section 8558(b), I find that the conditions caused by the drought, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under Government Code Section 8625(c), I find that local authority is inadequate to cope with the drought conditions; and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code Section 8571, I

find that strict compliance with various statutes and regulations specified in this proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

NOW THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist due to drought in the additional nine counties of Inyo, Marin, Mono, Monterey, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, and Santa Cruz, such that a drought state of emergency is now in effect in 50 counties (collectively, "Proclaimed Drought Counties").

IT IS HEREBY ORDERED THAT:

1) All agencies of the state government are to utilize and employ state personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Governor's Office of Emergency Services and the State Emergency Plan. Also, to protect their safety, all residents are to obey the direction of emergency officials with regard to this emergency in order to protect their safety.

2) The orders and provisions contained in my April 21, 2021 and May 10, 2021 Proclamations remain in full force and effect, except as modified herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.

3) Consistent with the policies stated in Water Code Section 1011.5(a), local agencies are encouraged to take actions to coordinate use of their available supplies and to substitute an alternate supply of groundwater from existing groundwater wells for the unused portion of surface water that the local agency is otherwise entitled to use. For actions taken pursuant to this paragraph in the Proclaimed Drought Counties, the provisions of Chapter 3 (commencing with Section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are suspended for any (a) actions taken by state agencies pursuant to this paragraph, (b) actions taken by a local agency where the state agency with primary responsibility for implementing the directive concurs that local action is required, and (c) permits or approvals necessary to carry out actions under (a) or (b). The entities implementing this paragraph shall maintain on their websites a list of all activities or approvals that rely on the suspension of the foregoing Water Code provisions.

4) To ensure adequate, minimal water supplies in the Proclaimed Drought Counties for purposes of health, safety, and the environment, the State Water Resources Control Board (Water Board) shall consider modifying requirements for reservoir releases or diversion limitations to conserve water upstream later in the year in order to protect cold water pools for salmon and steelhead, enhance instream conditions for fish and wildlife, improve water quality, protect carry over storage, or ensure minimum health and safety water supplies. The Water Board shall require monitoring and evaluation of any such changes to inform future actions. Nothing in this paragraph limits the effect of operative paragraph 4 of my May 10, 2021 Proclamation.

5) To support voluntary approaches where hydrology and other conditions allow, the Water Board shall expeditiously consider water transfers requests with respect to the Proclaimed Drought Counties. For purposes of carrying out this paragraph, the following requirements of the Water Code are suspended:

   a. Section 1726(d) requirements for written notice and newspaper publication, provided that the Water Board shall post notice on its website and provide notice through electronic subscription services where interested persons can request information about temporary changes; and

   b. Section 1726(f) requirement of a 30-day comment period, provided that the Water Board shall afford a 15-day comment period.

6) Operative paragraph 8 of my April 21, 2021 Proclamation and operative paragraph 2 of my May 10, 2021 Proclamation are withdrawn and superseded by the following which shall apply in the Proclaimed Drought Counties.

   As necessary to assist local governments and for the protection of public health and the environment, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly assist with the response to and recovery from the impacts of the drought. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of the drought. Approval of the Department of Finance is required prior to the execution of any contract entered into pursuant to this provision.

7) Operative paragraph 7 of my May 10, 2021 Proclamation is withdrawn and superseded by the following which shall apply in the Proclaimed Drought Counties:

   To prioritize drought response and preparedness resources, the Department of Water Resources, the Water Board, the Department of Fish and Wildlife, and the Department of Food and Agriculture, in consultation with the Department of Finance, shall:

   a. Accelerate funding for water supply enhancement, water conservation, or species conservation projects.

   b. Identify unspent funds that can be repurposed to enable projects to address drought impacts to people, ecosystems, and economic activities.

   c. Recommend additional financial support for groundwater substitution pumping to support Pacific flyway habitat needs in the lower Sacramento River and Feather River portions of the Central Valley in the Fall of 2021.

8) To ensure protection of water in the Proclaimed Drought Counties needed for health, safety, and the environment, the Water Board shall consider emergency regulations to curtail water diversions when water is not available at water right holders' priority of right or to protect releases of stored water.

9) To ensure critical instream flows for species protection, the Water Board and Department of Fish and Wildlife shall evaluate the minimum instream flows and other actions needed to protect salmon, steelhead, and other native fishes in critical streams systems in the State and work with water users and other parties on voluntary measures to implement those actions. To the extent voluntary actions are not sufficient, the Water Board, in coordination with the Department of Fish and Wildlife, shall consider emergency regulations to establish minimum drought instream flows in the Proclaimed Drought Counties.

10) To proactively prevent situations where a community runs out of drinking water, the Water Board, the Department of Water Resources, the Office of Emergency Services, and the Office of Planning and Research shall assist local agencies in the Proclaimed Drought Counties with identifying acute drinking water shortages in domestic water supplies, and shall work with local agencies in implementing solutions to those water shortages.

11) The Department of Fish and Wildlife, in consultation with the Department of Water Resources and the Water Board, shall identify and coordinate actions to mitigate drought-related fisheries impacts in critical stream systems and identify possible mechanisms for accomplishing those actions.

12) For purposes of carrying out or approving any actions contemplated by the directives in operative paragraphs 4 through 9, in the Proclaimed Drought Counties, the environmental review by state agencies required by the California Environmental Quality Act in Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought.

    For purposes of carrying out the directives in operative paragraph 3 and 10, in the Proclaimed Drought Counties, for any (a) actions taken by the listed state agencies pursuant to that directive, (b) actions taken by a local agency where the Office of Planning and Research concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 8th day of July 2021.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY WEBER
Secretary of State

EMERGENCY INFO & ALERTS

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City's Emergency Information Page

News

City of Folsom Announces 20% Water Conservation Requirements

Post Date: 08/16/2021 3:07 p.m.

The City of Folsom announced today that its water customers will be required to reduce water use by 20%, effective Monday, August 30.

Folsom City Manager Elaine Andersen issued a Stage 3 water conservation declaration to conserve water and protect the city's water supply. New mandatory water use restrictions for residences and businesses include:

- Landscape and hand watering is limited to two designated days per week.
- Washing of parking lots, streets, driveways, or sidewalks is prohibited.
- The use of city water for construction purposes without city approval is prohibited.
- Restaurants are required to only serve water upon request.
- All pools, spas and ornamental fountains/ponds shall be equipped with a recirculation pump.
- Pool draining and refilling shall be allowed only to the extent required for health, maintenance, or structural considerations.

The City of Folsom receives its water supply from the American River at Folsom Lake. Lake storage levels are lower than historic drought conditions in 2014 and 2015, and this is currently the second driest year on record since 1977. The lake is now at 24% capacity, and the Bureau of Reclamation and Department of Water Resources project that by December 2021, the lake will reach 15% capacity.

Landscape watering is the single most significant use of water and accounts for up to 60% of citywide water use. The City of Folsom is implementing the following landscape watering restrictions for its water customers:

- Landscape watering is limited to a maximum of two days per week, except for drip irrigation, which may be conducted on any day. An exception will be made if there are two or more consecutive days with temperatures above 100 degrees.
- The city is implementing an odd-even schedule:
    - Customers with street addresses that end with an odd number may irrigate only on Tuesdays and Saturdays.
    - Customers with street addresses that end with an even number may irrigate only on Wednesdays and Sundays.

    - No irrigation is permitted on Mondays, Thursdays, and Fridays.

- Water customers are asked to avoid excessive watering that runs off onto sidewalks, streets, and gutters.

“While the city has the adequate water supply and water rights to meet our needs, we must work together to conserve and preserve our precious water resources amid California’s historic drought," said Andersen.

Public Property Water Conservation

In addition, the City of Folsom is taking multiple steps to conserve water on public property by 20%, including:

- Reduce watering in parks. Dry, distressed grass may be seen in some areas of parks. High traffic areas, including sports fields, will remain green for public use; however, watering in those areas may be cut back as conditions warrant.
- Reduce water usage in public streetscapes.
- Continue to monitor and correct any runoff problems on public property.
- Temporarily discontinue flushing of fire hydrants and water lines.

Water Conservation Programs, Services, and Rebates

The City of Folsom Water Conservation Division is committed to helping water customers use water efficiently, including:

- Free Water-Wise House Calls.
- Large landscape irrigation and commercial water audits.
- Water efficiency rebates.

Rebates are available to help water customers save water and money. Current city rebates include irrigation efficiency upgrades, high-efficiency toilet upgrades, and a Rachio Smart Controller program in conjunction with the Regional Water Authority.

Folsom water customers can track water use by reviewing Folsom utility bills or by downloading the City of Folsom’s water conservation app, Dropcountr.

Water meters are a valuable resource. Reading your water meter will tell you how much water you are using and whether you have a leak. The city released a short video instructing water customers how to read a city meter.

Learn more about water conservation and rebate programs on the City of Folsom website. Report water waste with customer service tool SeeClickFix Folsom.

Find ways to reduce water use, schedule a Water-Wise House Call, or learn more about rebates at www.folsom.ca.us/WaterConservation.

For more information, call 916-461-6177 or email waterconservation@folsom.ca.us. To report a water emergency after business hours, call 916-461-6400.

Return to full list >>

Metropolitan Declares Water Supply Alert In Response To Severe Drought

Aug. 17, 2021

In response to the extreme drought conditions impacting Southern California, the Metropolitan Water District's Board of Directors today declared a Water Supply Alert, calling for consumers and businesses to voluntarily reduce their water use and help preserve the region's storage reserves.

The board's action urges residents, businesses and agencies in Metropolitan's 5,200 square-mile service area to lower the region's water demand to stave off more severe actions in the future, which could include restricting water supplies to Metropolitan's 26 member agencies. The declaration comes a day after the Bureau of Reclamation declared a first-ever shortage on the Colorado River, which typically provides about 25 percent of Southern California's water needs.

"Southern Californians have done an extraordinary job reducing their water use, which has helped us build up our stored reserves for times like these. But now we're relying on our storage to get us through this exceptionally dry year. And we don't know what next year will bring," Metropolitan board Chairwoman Gloria D. Gray said. "We must all find ways we can save even more so we have the water we need if this drought continues."

With 50 of California's 58 counties under a state emergency drought proclamation, Gov. Gavin Newsom last month called on Californians to voluntarily reduce their water use.

While no Southern California counties are yet under the emergency proclamation, it is critical that residents here heed the governor's water-saving call, Metropolitan General Manager Adel Hagekhalil said.

"This is a time when we all need to come together as a state to address this crisis," Hagekhalil said. "We are working with the governor's office and water agencies throughout California to maximize available supplies. We encourage Southern California to step up again, just as we have in the past, to do our part to reduce our region's water use."

A Water Supply Alert is the third of four conditions in Metropolitan's framework indicating the urgency of Southern California's need to save water. The action calls for water agencies to reduce their water demand through public awareness campaigns and by adopting measures tailored to their own local conditions. Examples of local agency measures could include increasing outdoor water use efficiency, prohibiting home car washing or filling of ornamental water features, and requiring that restaurants only serve water upon request.

The declaration seeks to avoid the need for more severe actions, including moving to the fourth and final stage in Metropolitan's framework, a Water Supply Allocation, through which Metropolitan would implement higher rates for increased use among its member agencies.

More than half of the water used in Southern California is imported from the Northern Sierra and the Colorado River. Both of those sources are facing severe drought conditions; crucial storage reservoirs in both systems have never been lower.

Earlier this year, the California Department of Water Resources slashed its allocation of supplies delivered on the State Water Project from 10 percent to 5 percent, tying the lowest on record, meaning Metropolitan is receiving about a one-month supply of its Northern California water supplies this year. If dry conditions continue, next year's allocation could be set to zero.

On the Colorado River, Reclamation's shortage declaration triggers cutbacks for Arizona and Nevada next year, signaling that system's dire conditions.

"The reality is that climate change will accelerate these challenges, which will require us to think differently and innovate ways to adapt – we must build on our progress in conservation and double down on our investment in local water supplies, including recycled water and stormwater," Hagekhalil said. "We must do more."

Tips to save water are available at bewaterwise.com, where Southern Californians can also access rebates that provide funding to swap appliances for more efficient models or transform grass into more sustainable California Friendly® and Native plant gardens.

The Metropolitan Water District of Southern California is a cooperative of 26 cities and water agencies serving 19 million people in six counties. The district imports water from the Colorado River and Northern California to supplement local supplies, and helps its members to develop increased water conservation, recycling, storage and other resource-management programs.

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BE INFORMED, BE INVOLVED

@mwdh2o

RESOLUTION NO. 2024

RESOLUTION OF THE BOARD OF DIRECTORS
OF CALLEGUAS MUNICIPAL WATER DISTRICT
DECLARING A STAGE 2 WATER SHORTAGE
AND CALLING FOR ENHANCED WATER USE EFFICIENCY EFFORTS

WHEREAS, Calleguas Municipal Water District (Calleguas or District) is responsible for providing a reliable supply of high quality, supplemental water to the communities of southeastern Ventura County; and

WHEREAS, Calleguas is reliant upon deliveries of water imported by the Metropolitan Water District of Southern California (Metropolitan) from the California State Water Project (SWP), and is considered a SWP constrained agency within the Metropolitan service area; and

WHEREAS, the State of California is now in its second consecutive year of drought, and in each year of the current drought, annual precipitation levels were inadequate to fill the state's key reservoirs; and

WHEREAS, rainfall measurements for the County of Ventura record 2021 as one of the driest seasons on record; and

WHEREAS, on March 23, 2021, upon determining that dry conditions continue to impact California's water supply, the Department of Water Resources (DWR) revised the SWP allocation for 2021 to only 5 percent of requested supplies; and

WHEREAS, on July 8, 2021, through Executive Order N-10-21, Governor Gavin Newsom expanded the drought emergency declaration to include a total of 50 counties across the state, and called on all Californians to voluntarily reduce their water use by 15 percent from 2020 levels; and

WHEREAS, the United States Bureau of Reclamation, on August 16, 2021, did issue its first ever shortage declaration for the Colorado River System; and

WHEREAS, over the past 30 years, southern California ratepayers have invested in regional storage, infrastructure improvements, and water conservation programs that are now serving to sustain supplies during this historically dry year; and

WHEREAS, Metropolitan has indicated that its water storage reserves dedicated to meeting regional drought demands remain relatively high at nearly 3.2-million-acre feet and, as such, it does not intend to institute mandatory water delivery reductions within its service area in 2021; and

WHEREAS, Metropolitan issued on August 17, 2021, a Condition 2 Water Supply Alert calling for conservation through drought ordinances and other measures; and

WHEREAS, the current extreme statewide drought condition, and SWP constraints serve to underscore the need for enhanced conservation measures to maintain reliable supplies during prolonged water shortages; and

WHEREAS, the Board of Directors of Calleguas Municipal Water District has adopted a Water Shortage Contingency Plan in accordance with California law, which is triggered during water shortage conditions and describes stages of actions the District may take to manage demand and allocate available supplies.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Directors of Calleguas Municipal Water District, in accordance with its Water Shortage Contingency Plan, hereby declares that a Stage 2 Water Shortage exists in its service area.

BE IT FURTHER RESOLVED that Calleguas encourages water users within its service area to reduce their use of water by 15 percent and implement feasible water use efficiency measures in an effort to extend stored water supplies and minimize effects associated with prevailing drought conditions.

ADOPTED, SIGNED AND APPROVED this eighteenth day of August, 2021.

Steve Blois

Steve Blois, President
Board of Directors

I HEREBY CERTIFY that the foregoing Resolution was adopted at the regularly scheduled meeting of the Board of Directors of Calleguas Municipal Water District held on August 18, 2021.

ATTEST:

Raul Avila, Secretary
Board of Directors

(SEAL)

Klima, Shiri <shiri.klima@oxnard.org>

Planning for a Dry Next Year

Tony Goff <TGoff@calleguas.com> Thu, Oct 7, 2021 at 5:02 PM
To: Abraham Maldonado <abraham.maldonado@oxnard.org>, Arik Baharouzi <arikbaharouzi@vrsd.com>, "Castro, Omar" <omar.castro@oxnard.org>, "Charles Cable (ccable@cityofporthueneme.org)" <ccable@cityofporthueneme.org>, Cliff Finley <cfinley@toaks.org>, "Dale Reynolds (dreynolds@cityofcamarillo.org)" <dreynolds@cityofcamarillo.org>, Dan Drugan <DDrugan@calleguas.com>, Dan Newton <dnewton@simivalley.org>, Dan Smith <DSmith@calleguas.com>, "Daniel Maccabee (dmaccabee@aju.edu)" <dmaccabee@aju.edu>, "David Klotzle (dklotzle@ci.camarillo.ca.us)" <dklotzle@ci.camarillo.ca.us>, "Don Villafana (dvillafana@cityofporthueneme.org)" <dvillafana@cityofporthueneme.org>, "Doug Varney (dvarney@calwater.com)" <dvarney@calwater.com>, "Garry Hofer (garry.hofer@amwater.com)" <garry.hofer@amwater.com>, "Helen Cox - City of Thousand Oaks (HCox@toaks.org)" <HCox@toaks.org>, Henry Graumlich <HGraumlich@calleguas.com>, "Ian Prichard (ianp@camrosa.com)" <ianp@camrosa.com>, Jennifer Williams <jennifer.williams@amwater.com>, Jeremy Laurentowski <JLaurentowski@moorparkca.gov>, "Jerry Doran (jerry@pvmwc.com)" <jerry@pvmwc.com>, "Joe Deakin (jdeakin@simivalley.org)" <jdeakin@simivalley.org>, John Brooks <JBrooks@toaks.org>, "John Minkel (jminkel@toaks.org)" <jminkel@toaks.org>, Joseph Pope <joseph.pope@ventura.org>, Justin Robbins <justinrobbins@vrsd.com>, Kara Wade <KWade@calleguas.com>, Kristine McCaffrey <KMcCaffrey@calleguas.com>, Lucie McGovern <lmcgovern@cityofcamarillo.org>, "Lundy, Rocky" <RLundy@calwater.com>, Mandi <info@berylwoodwater.com>, "Mark Norris (MarkNorris@vrsd.com)" <MarkNorris@vrsd.com>, "Mark Zimmer (markzimmer@gswater.com)" <markzimmer@gswater.com>, Michael Hurley <mhurley@calwater.com>, "Mike Devlahovich (MDevlahovich@toaks.org)" <MDevlahovich@toaks.org>, "Paul Lopez (plopez@gswater.com)" <plopez@gswater.com>, Pete Martinez <pmartinez@cibcsd.com>, "Richard Jones (RichardJones@vrsd.com)" <RichardJones@vrsd.com>, Rob Peters <RPeters@calleguas.com>, "Robert Eranio (reranio.crestview@live.com)" <reranio.crestview@live.com>, Scott Meckstroth <scott.meckstroth@ventura.org>, "Scott Rigg (Scott.Rigg@gswater.com)" <Scott.Rigg@gswater.com>, "Shiri Klima (shiri.klima@oxnard.org)" <shiri.klima@oxnard.org>, Sue Taylor <STaylor@calleguas.com>, Tony Goff <TGoff@calleguas.com>, "Tony Stafford (TonyS@camrosa.com)" <TonyS@camrosa.com>, "Wanda Moyer (wmoyer@simivalley.org)" <wmoyer@simivalley.org>
Cc: Andres Santamaria <ASantamaria@calleguas.com>, Andy Waters <AWaters@calleguas.com>, Raul Avila <RAvila@calleguas.com>, Scott Quady <SQuady@calleguas.com>, Steve Blois <SBlois@calleguas.com>

All,

Below you will a find message from Metropolitan's new General Manager, Adel Hagekhalil, regarding the current water supply conditions and emphasizing the statewide call to conserve water. As discussed at the most recent Calleguas Purveyor Manager Meeting, we continue work with Metropolitan staff and other Metropolitan Member Agencies to address the concern that the Ventura County portion of Metropolitan's service area is much more reliant on State Water Project (SWP) supplies and does not have the ability to receive a sufficient amount of Colorado River Aqueduct (CRA) supplies to meet our demands. This will continue to be a concern as the Department of Water Resources (DWR) is forecasting an initial 0% SWP allocation next year.

In the near-term, this situation will require increased drought messaging and conservation efforts from all of us. If a 0% allocation of SWP supplies is announced, it is possible that mandatory conservation will be implemented in the Calleguas service area. The need for and extent of this mandatory conservation depends on the developing supply situation over these next few months. There is also a possibility that DWR may only allow potable water use for health and safety needs in State Water Dependent areas. In effect, this would mean "no outdoor water use" throughout the Calleguas service area for part of CY 2022.

We encourage you to stay engaged on this issue as we navigate through this unprecedented time. Calleguas, and other State Water Project dependent agencies in the Metropolitan service area, continue to work through all potential scenarios and options for next year. Please be prepared for a rapid shift in drought messaging this Fall and the high likelihood of implementing mandatory conservation.

This is a topic that we expect to discuss in-depth at our next Calleguas Purveyor Manager Meeting on October 28.

Finally--on Monday, October 11, I will attending the City of Simi Valley council meeting to discuss these water supply conditions and what we may expect in 2022. Please feel to contact me or Dan Drugan at ddrugan@calleguas.com if you would like Calleguas to partner with you to address your elected officials.

Anthony Goff

General Manager

Calleguas Municipal Water District

805-579-7138

Working to provide our service area with a reliable supplemental supply of regional and locally developed water in an environmentally and economically responsible manner.

Please consider the environment before printing this email.

Preparing for a Dry Next Year

By Adel Hagekhalil

General Manager, Metropolitan Water District

Lake Oroville on Sept. 28, 2021, courtesy of the California Department of Water Resources

Planning for another dry year started just about as soon as this historically parched one began to unfold. What if rains don't arrive early, and 2022 starts out on the dry side?

Chances are high that Metropolitan's Northern California supply via the State Water Project (SWP) will begin with an initial allocation of zero water, reflecting the existing bleak conditions. This is yet another reason to take the statewide call to conserve water seriously – particularly for parts of the Metropolitan service area that are heavily dependent on the SWP.

In average years, the SWP contributes about 30 percent of Southern California's water supply, with Metropolitan's supply from the Colorado River comprising another 25 percent. But there are two unique things about the SWP that have been revealed recently. First, climate extremes are leading us into a feast-or-famine mode where over-abundant supplies come some years and other years provide the equivalent of crumbs. Southern California's vast water infrastructure is uniquely suited to adapt to these rapid-cycling patterns. When plentiful rains come, the region can easily sock away hundreds of thousands of acre-feet of water in our storage system. We are relying heavily on those supplies now and testing our system in new ways.

But these two severely dry years revealed a second and more concerning challenge: that parts of Metropolitan's service area – those heavily reliant on SWP supplies – are more vulnerable to these climate swings. Managing water for this part of our service area – portions of Los Angeles and Ventura counties and the Inland Empire – is critical to maintaining overall reliability.

Metropolitan has taken a suite of actions to maximize the use of our stored water and Colorado River supplies as a way to minimize dependence on the SWP. These will get us through this year and remain in effect as 2022 commences.

According to the California Department of Water Resources (DWR), there is a roughly 50-50 chance our allocation from the SWP will increase to 20 percent by the time next year's rainy season ends. That would be enough to meet the region's projected demands. But hoping for heads on a coin flip is not a strategy that water professionals can accept. We have to plan for yet a third dry year.

Recently Metropolitan staff detailed those efforts in a report to the Board of Directors (attached). *One idea under exploration is to access DWR's emergency supplies in southern reservoirs in the SWP system and then replenish those supplies after an allocation becomes available. Another idea is to shift some local demand for Metropolitan water to later in the year. Yet another idea is to temporarily treat and take advantage of available groundwater supplies Metropolitan has stored along the California Aqueduct to supplement SWP supplies.*

If California is blessed with early storms and precious windows emerge to capture and move some stormwater, these and other ideas wouldn't be needed. Yet planning for the worst and hoping for the best is what we at Metropolitan and other water agencies throughout the parched Southwest must do. Planning to start the coming year with zero new supplies is a part of modern water life. It's why we must invest in more drought-proof supplies. And it is why each of us must do our part to conserve what precious water we have.

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1570K

RESOLUTION NO. 14,682

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING MANDATORY WATER CONSERVATION MEASURES

WHEREAS, on January 17, 2014, the Governor issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions; and

WHEREAS, on April 25, 2014, the Governor issued a proclamation of a continued state of emergency under the California Emergency Services Act based on continued drought conditions; and

WHEREAS, the drought conditions that formed the basis of the Governor's emergency proclamations continue to exist; and

WHEREAS, the present year is critically dry and has been immediately preceded by two or more consecutive below normal, dry, or critically dry years; and

WHEREAS, the drought conditions will likely continue through the summer and early fall of 2014; and

WHEREAS, on April 11, 2014, the Fox Canyon Groundwater Management Agency adopted Emergency Ordinance E, imposing restrictions on local groundwater pumping, including Temporary Extraction Allocations (TEA), 20% reduction of the TEA over an 18 month period, and suspension of use of conservation credits; and

WHEREAS, on July 15, 2014, the State Water Resources Control Board adopted emergency regulations imposing statewide mandatory conservation measures, and mandatory conservation requirements for local public water purveyors; and

WHEREAS, consistent with the State Water Resources Control Board emergency regulations, the City of Oxnard hereby declares a Stage 2 water shortage condition exists and imposes the following mandatory conservation requirements on its customers.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF OXNARD AS FOLLOWS:

1. Pursuant to Municipal Code section 22-154, the Council:
    a. Declares a Stage 2 water shortage condition within the City; and
    b. Prohibits or imposes the following activities:

i. The use of running water from a hose, pipe, or faucet to clean buildings, pavement, tile, wood, plastic, driveways, parking lots, and other paved surfaces, is prohibited, except for compelling public health and safety reasons. If allowed, a hose with a positive shut-off nozzle must be used;

ii. All restaurants that provide table service shall post, in a conspicuous place, a notice of water shortage conditions and shall refrain from serving water except upon specific request by a customer;

iii. Use of potable water to fill or refill recreational or ornamental lakes, ponds or fountains is prohibited;

iv. Operators of hotels, motels, and other commercial establishments offering lodgings shall post in each room a notice of water shortage conditions, encouraging water conservation practices;

v. Any use of water that causes runoff to occur beyond the immediate vicinity of use is prohibited;

vi. Watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4:00 p.m. and 9:00 a.m. or 6:00 p.m. and 9:00 a.m. during daylight savings, no more than twice a week. Use of a hand held hose with positive shut-off nozzle, bucket, or micro irrigation systems/equipment is encouraged;

vii. Irrigation is permitted for ground cover for fire protection purposes and erosion control;

viii. Boats and vehicles shall be washed only at commercial wash facilities that recycle their wash water; by use of a bucket and hose equipped with a self-closing valve that requires operator pressure to activate the flow of water; or by mobile high pressure/low volume professional services;

ix. Watering to maintain the level of water in swimming pools shall occur only when necessary. A pool cover shall be used to conserve water when the pool is not in use. Draining of pools or refilling shall be done only for health or safety reasons;

x. Irrigation of parks, school ground areas, and road median landscaping will not be permitted more than twice a week and only if necessary.

c. The taking of any action prohibited in subdivision (b) of this section, in addition to any other applicable civil or criminal penalties, is an infraction, punishable by a fine of up to five hundred dollars ($500) for each day in which the violation occurs.

d. This water shortage declaration and associated mandatory water conservation requirements shall expire on June 30, 2015, unless otherwise extended by further action of the Council.

PASSED AND ADOPTED THIS 29th day of July, 2014 by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, and Perello.
NOES: None.
ABSENT: Councilmember Padilla.

Tim Flynn
Tim Flynn, Mayor

ATTEST:

McGraw for
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

For
Stephen M. Fischer, Interim City Attorney

RESOLUTION NO. 14,741

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD RESCINDING RESOLUTION 14,682 AND ADOPTING NEW MANDATORY WATER CONSERVATION MEASURES

WHEREAS, on January 17, 2014, the Governor issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions; and

WHEREAS, on April 25, 2014, the Governor issued a proclamation of a continued state of emergency under the California Emergency Services Act based on continued drought conditions; and

WHEREAS, on April 11, 2014, the Fox Canyon Groundwater Management Agency adopted Emergency Ordinance E, imposing restrictions on local groundwater pumping, including Temporary Extraction Allocations (TEA), 20 percent reduction of the TEA over an 18 month period, and suspension of using conservation credits; and

WHEREAS, the drought conditions that formed the basis of the Governor's emergency proclamations continue to exist; and

WHEREAS, the present year is critically dry and has been immediately preceded by two or more consecutive below normal, dry, or critically dry years; and

WHEREAS, the drought conditions will likely continue for the foreseeable future and additional action by both the State Water Resources Control Board and local water suppliers will likely be necessary to further promote conservation; and

WHEREAS, on July 15, 2014, the State Water Resources Control Board adopted emergency regulations imposing statewide urban water conservation measures for local public water purveyors per 23CCR3.22.5; and

WHEREAS, consistent with these State Water Resources Control Board emergency regulations effective on July 28, 2014 (OAL 2014-0718-01 E), the City of Oxnard declared a Stage 2 water shortage condition exists and imposed the mandatory conservation measures on its customers per Resolution 14,682 dated July 29, 2014; and

WHEREAS, on March 17, 2015, the State Water Resources Control Board re-adopted and further amended the existing emergency regulations imposing statewide urban water conservation measures for local public water purveyors per 23CCR3.22.5. The regulations went into effect on March 27, 2015 (OAL 2015-0320-01 EE) and must be implemented within 45 days – i.e., by May 11, 2015; and

WHEREAS, on April 1, 2015, Governor Brown issued Executive Order B-29-15 imposing an additional 5 percent reduction in potable urban water usage statewide, bringing the new reduction to 25 percent. The Executive Order, which went into effect immediately, specifies additional actions that complement the 25 percent usage reduction.

WHEREAS, although Executive Order B-29-15 was effective immediately, some of the Directives require State Water Resources Control Board follow-through prior to implementation. One such Directive is the reduction of potable urban water usage by 25 percent statewide. As of today, State Water Resources Control Board's draft structure for water use reduction has the City of Oxnard slated at 12 percent. Statewide, reductions range from 8 percent to 36 percent. State Water Resources Control Board expects to finalize the city-specific percentage reductions by May 6, 2015. Office of Administrative Law's approval of these final figures is slated for May 15, 2015.

WHEREAS, consistent with the State Water Resources Control Board's emergency water regulations OAL 2015-0320-01 EE and Executive Order B-29-15, the City of Oxnard hereby rescinds Resolution 14,682 and expands upon existing Ordinance and Code, as outlined below.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF OXNARD AS FOLLOWS:

Pursuant to City Code section 22-154, the Council:

1. Declares a continuance of the Stage 2 water shortage condition within the City.
2. Prohibits or imposes the following activities related to potable water:
    a. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of a recirculating system.
    b. In addition to existing penalties for failure to comply with City Code sections 22-137 through 22-141 and 22-157, the taking of any action prohibited in subdivision (b) of this section, in addition to any other applicable civil or criminal penalties, is an infraction, punishable by a fine of up to five hundred dollars ($500) for each day in which the violation occurs.
    c. Watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4:00 p.m. and 9:00 a.m. or 6:00 p.m. and 9:00 a.m. during daylight savings. Additionally, watering is limited to no more than twice a week and only on the designated days per odd and even addresses. Exceptions to allow for irrigation outside of the designated periods include (1) watering of newly installed, drought-tolerant landscapes for up to 1 year after planting, and (2) hand watering of potted plants or stressed vegetation with use of a container (e.g., bucket or watering can) or a hose fitted with a shut-off valve.
    d. Irrigation of newly constructed home and building exteriors with potable water is prohibited unless drip or microspray systems are used.
    e. Irrigation of ornamental turf on public medians with potable water is prohibited.
    f. Irrigation of park and school ground areas with potable water will only be permitted during the twice weekly designated irrigation periods noted in item 2.c. above and only if necessary. Sport activity fields may irrigate more frequently, but only as necessary, to maintain playing surface quality.
    g. Application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.

h. Provide prompt notice to customer when information indicates a leak may exist within end-user's control.

3. This water shortage declaration and associated mandatory water conservation requirements shall remain in effect unless otherwise amended or rescinded by further action of the Council.

PASSED AND ADOPTED THIS 05th day of May, 2015 by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Padilla and Perello.
NOES: None.
ABSENT: None.

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

DROUGHT CONDITION UPDATE

Public Works and Transportation Committee
October 26, 2021

Megan Schneider
Water Conservation and Outreach Supervisor

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee:

1. Receive a report on the current drought conditions and forward it to the City Council; and
2. Provide feedback on a potential ordinance to amend the City's four water shortage stages in the City's existing ordinance to six water shortage stages to be consistent with the State's approach.

WESTERN UNITED STATES DROUGHT STATUS

- 83.7% of the Western United States falls into the category of severe drought
- Major reservoirs are below or much below normal
- As of August 24, 2021:
  - Lake Powell, 31% capacity
  - Lake Mead, 35% capacity
  - Lake Shasta, 35% capacity
  - Lake Oroville, 27% capacity (near record low)

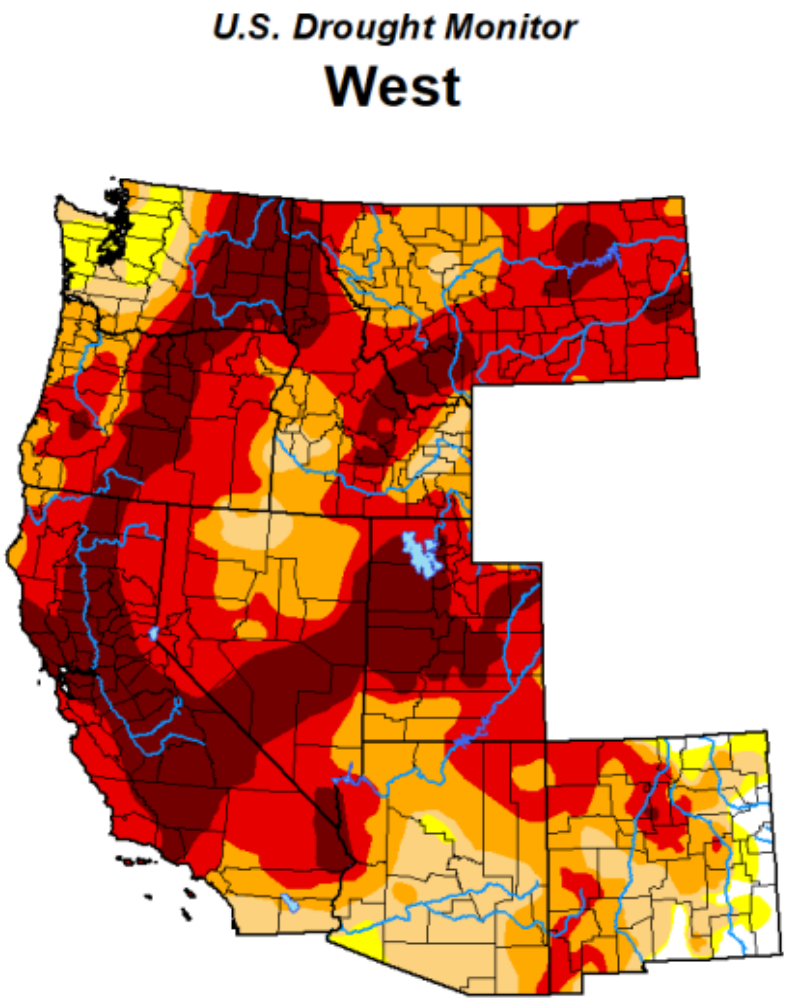


Image from droughtmonitor.unl.edu

CALIFORNIA'S DROUGHT STATUS

- April 21, 2021 - Governor Newsom first declared a drought emergency in Mendocino and Sonoma Counties

- As of July 8, 2021, 50 of California's 58 counties are under the State's emergency drought proclamation
  - Not included are: Ventura, San Francisco, Los Angeles, San Bernardino, Riverside, Orange, San Diego, and Imperial
  - However, language added to budget bill that allows for funds to be available for water projects in all counties

- Governor Newsom is calling on all Californians to voluntarily reduce water use by 15% compared to 2020 levels; he may issue an order at some point soon mandating conservation

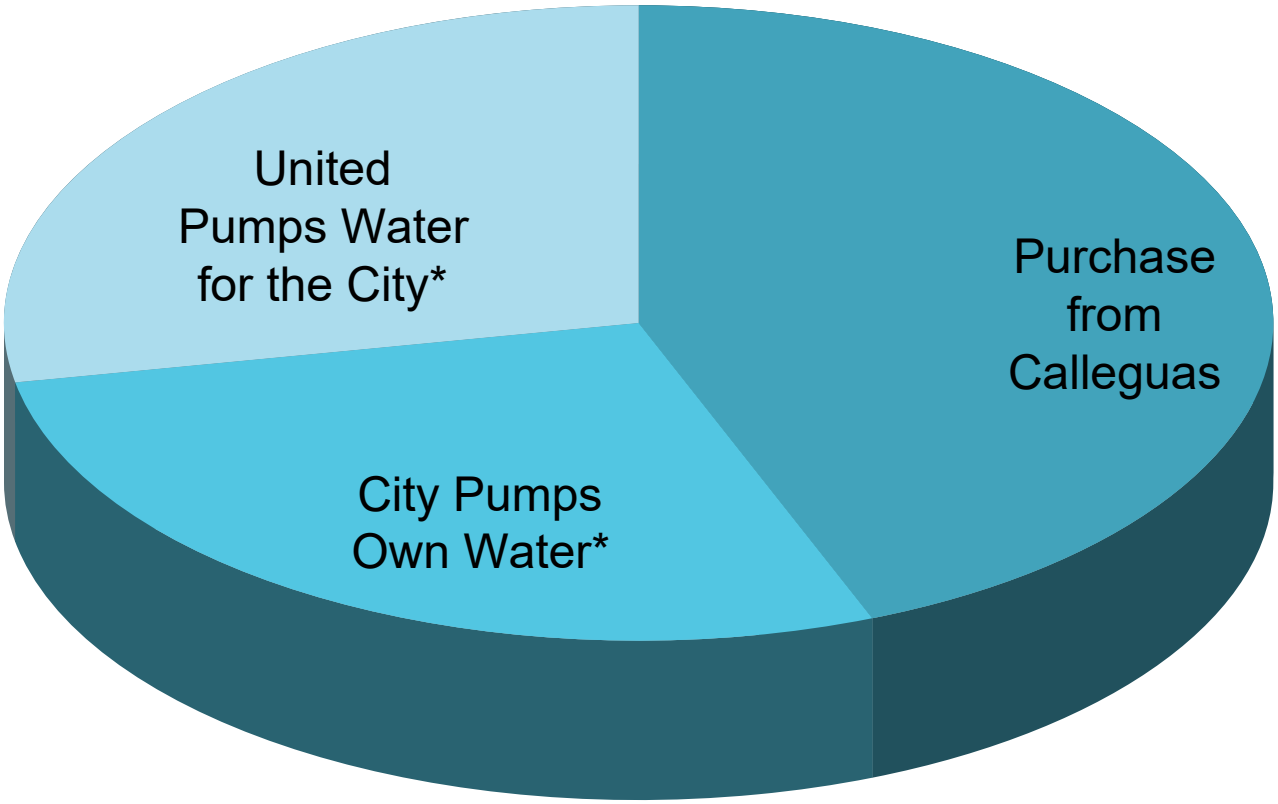
- Many cities including Folsom, Fortbragg, and Roseville are tackling the water shortage by entering a higher water shortage stage and implementing new water use restrictions and enforcement

REGIONAL DROUGHT STATUS

- August 17, 2021 - Metropolitan Water District (Met) declared a water supply alert, calling for water agencies to voluntarily reduce their water demand 15% through conservation and public awareness campaigns to help maintain storage reserves
  - If conditions worsen, Met could impose financial penalties on the public agencies and retail suppliers to whom Met provides water

- August 18, 2021 - Calleguas Municipal Water District (Calleguas) activated their Water Shortage Contingency Plan and adopted a Stage 2 Water Shortage
  - Calleguas said State water supply will not be impacted in 2021
  - In 2022, Calleguas GM said State “may only allow potable water use for health and safety needs,” meaning “no outdoor water use”
  - “High likelihood of implementing mandatory conservation”

OXNARD'S CURRENT WATER SUPPLY



*Our groundwater basin is critically overdrafted and by law must be managed for long term sustainability by the Fox Canyon Groundwater Management Agency; more on that in a future Council report

WHAT NEARBY WATER SUPPLIERS ARE DOING

- Camarillo:
  - Will consider declaring a level 2 water shortage stage
  - That limits outdoor watering to 3 days per week, limit agricultural deliveries to 3 days per week, no filling of ornamental lakes, and leaks fixed within 48 hours

- Ventura (city):
  - Currently: does not allow water waste outdoors, leaks must be fixed within 48 hours, no use of a handheld hose without an automatic shutoff nozzle, no operation of fountains unless the water is circulating, no washing or hosing down of driveways and sidewalks, and no irrigation of outdoor landscapes within 48 hours of rainfall
  - Does not currently receive State water through Calleguas

- Simi Valley:
  - Declared a level 2 water shortage stage on October 11th
  - This limits outdoor watering to 3 days per week, limits agricultural deliveries to 3 days per week, does not allow filling of ornamental lakes, and requires leaks to be fixed within 48 hours

OXNARD'S PERMANENT PROHIBITION ON WATER WASTE (OCC § 22-136)

1. Outdoor irrigation is prohibited during rain.
2. Any use of water that causes runoff to occur beyond the immediate vicinity is prohibited. (In other words, no wet pavement allowed.)
3. The use of running water from hose, pipe, or faucet to clean buildings, pavement, tile, wood, plastic, driveways, parking lots, and other paved surfaces is prohibited, except for compelling public health and safety reasons.
4. Boats and vehicles may be washed only at commercial wash facilities that recycle wash water; by a bucket and hose equipped with a self-closing valve that requires operator pressure to activate the flow of water; or by mobile high pressure/low volume professional services.
5. Filling and refilling of pool, with the exception of the first filling and the occasional adding of small quantities of water to maintain proper water level, or for health and safety reasons, is prohibited.
6. All leaks, breaks or malfunction within a plumbing or water distribution system must be repaired within 72 hours of discovery or receipt of notice from the City of such condition, whichever comes first.

OXNARD'S PERMANENT PROHIBITION ON WATER WASTE (continued)

7. Service of drinking water at all restaurants, hotels, cafes, cafeterias, coffee shops, fast-food operations, banquet facilities or other public places where food is served or offered for sale, can only be made upon customer request.

8. All food preparation establishments must use water conserving dish wash spray valves when washing dishes.
9. Operators of hotels and motels must post in each room prominent notice encouraging water conservation practices, including not having towels and linen laundered daily.
10. Installation of new or replacement single pass cooling systems in commercial or industrial buildings is prohibited.
11. Installation of new or replacement non re-circulating water systems in commercial conveyor car wash or commercial laundry systems is prohibited.

OXNARD'S DECLARED STAGE 2 WATER CONDITION

City of Oxnard has remained in a declared Stage 2 Water Shortage Condition since 2014 (Reso Nos. 14,682, 14,741)

1. Prohibits watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation except between 4 p.m. - 9 a.m. standard time (6 p.m. - 9 a.m. daylight savings), no more than twice a week. Current watering schedule:
   - Odd-numbered addresses: Sundays and Thursdays ONLY
   - Even-numbered addresses: Saturdays and Wednesdays ONLY
   - Sport activity fields may irrigate more frequently as necessary to maintain playing surface quality

2. Exceptions to allow for irrigation outside of the designated periods include (1) watering of newly installed, drought-tolerant landscapes for up to one year after planting and (2) hand watering of potted plants or stressed vegetation with use of a container (e.g., bucket or watering can) or a hose fitted with a shut-off valve

OXNARD'S DECLARED STAGE 2 WATER CONDITION (continued)

3. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.
4. The irrigation of newly constructed homes and building exteriors with potable water is prohibited unless drip or microspray systems are used.
5. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of a recirculating system
6. The City must provide prompt notice to customers when information indicates a leak may exist within end-user's control.
7. The City may not irrigate ornamental turf on public medians with potable water; there is no ornamental turf in City medians.

* Oxnard's overall water demand has declined:
26,703 acre-feet in FY 2013-14
21,847 acre-feet in FY 2019-20

OUTREACH EFFORTS

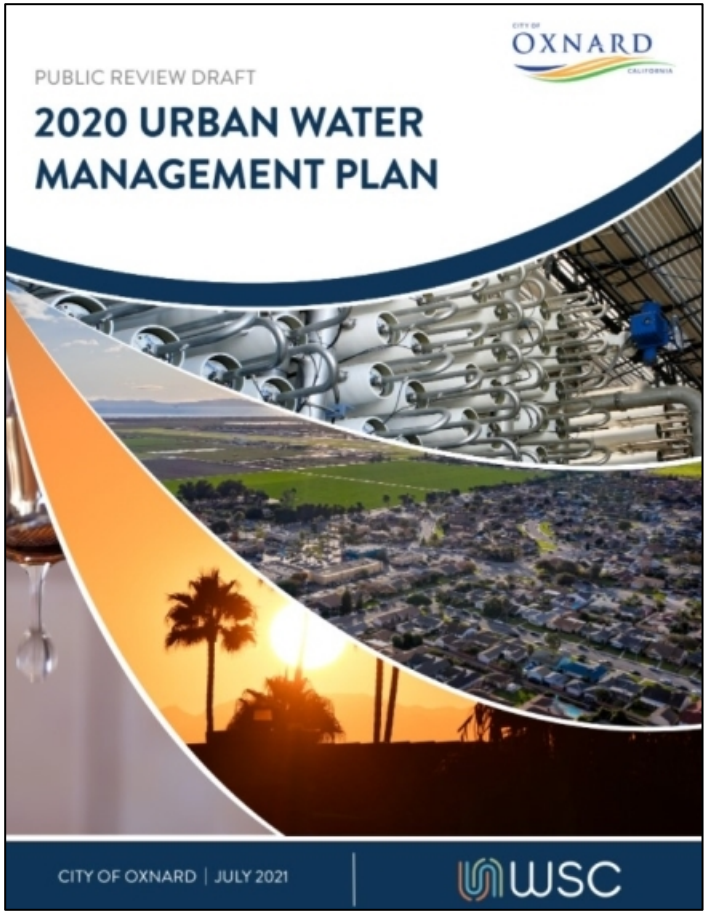
- Blue Box Program Implementation
- Curbside Contactless Water Conservation Program
- Landscaping & Fix a Leak Classes
- Rebates
- Communication via school assemblies, City events, social media, DMV advertising, Vida Newspaper, Chamber of Commerce Guide, etc.

OXNARD'S WATER SUPPLY PLANNING

- 2020 Urban Water Management Plan (UWMP): details long-term resource planning to ensure adequate water supplies are available to meet existing and future water needs
  - Includes Aquifer Storage and Recovery (ASR) wells

- 2020 Water Shortage Contingency Plan (WSCP): outlines how urban water supplier will respond to various stages of drought or prolonged shortage caused by other events

- UWMP and WSCP went to Committee on September 28, 2021, and to Council on October 19, 2021, for adoption



- City Council may declare that water shortage conditions exist, designate the severity of the shortage conditions, and establish mandatory conservation measures
- The severity of each water shortage condition is designated in stages
- Each stage corresponds to the degree to which the City has or is likely to suffer reduced availability of water supplies, as follows:

Stage	Reduction in Available Supplies
1	Up to 15%
2	15-25%
3	25-35%
4	Greater than 35%

Stage	Reduction in Available Supplies
1	Up to 10%
2	Up to 20%
3	Up to 30%
4	Up to 40%
5	Up to 50%
6	Greater than 50%

LOOKING TO THE FUTURE

- Council may declare a different water shortage condition (e.g., stage 3)
  - Process begins with staff assessing if there are water supply reductions and the total supply available versus future demand
  - When Council declares that water shortage conditions exist, the City Council must also designate the severity of the shortage conditions and establish mandatory conservation measures (staff will offer recommendations)

- The City may issue warnings and impose penalties on any violation of prohibited water waste activities

- Staff is exploring performing studies for the future use of desalination, water banking, and stormwater capture and treatment

- Any change in the ordinance or any projects such as building storage tanks for conservation efforts would require Council authority

RECOMMENDATION

That the Public Works and Transportation Committee:

1. Receive a report on the current drought conditions and forward it to the City Council; and
2. Provide feedback on a potential ordinance to amend the City's four water shortage stages in the City's existing ordinance to six water shortage stages to be consistent with the State's approach.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: October 26, 2021

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement A-8368 with Toter, LLC for the Purchase of Residential Containers and Parts for the Environmental Resources Division. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8368 with Toter, LLC in the amount not to exceed $750,000 for a three-year term ending December 31, 2024 for the purchase of residential containers and parts.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/6Y2GTx81RrQ

BACKGROUND

In order to provide uninterrupted, weekly collection of refuse, recyclables and green waste (organic) to approximately 37,000 residential customers in the City of Oxnard (City), the Environmental Resources Division must maintain a sufficient inventory of containers and parts. Since 2011, the Environmental Resources Division has standardized the use of Toter-manufactured residential containers and parts in the City of Oxnard. This standardization of these products was based on an analysis of fleet compatibility, durability, warranty support, and cost-effectiveness.

Toter's patented manufacturing method uses 50% recycled plastic in a proprietary, rotational molding process. This method creates a durable, longer-lasting product compared to what is available from other vendors. Toter also offers an extended, more comprehensive warranty period compared to other vendors. Toter carts are delivered fully stacked, nestled and assembled. This allows for greater payload deliveries and reduced freight costs. Residential containers and parts removed from service in the City are recycled at the Del Norte Facility, then sold with other recyclables.

DISCUSSION

During the COVID-19 pandemic, delivery and lead time of Toter products was estimated to take nine (9) months or more after an order is placed. This has reduced our spare inventory and caused delays in Environmental Resources Division responses to customer container repairs or replacement requests. In August of this year, an order of 624 containers and 1,500 lids were received, allowing staff to begin addressing the backlog of customer container repairs and replacement requests. Upon approval of a new agreement, staff will order an additional 1,900 containers and 1,400 lids.This will allow the Environmental Resources Division to stay ahead of customer container repairs, replacements and requests for additional container requests while the

uncertainty of the COVID-19 Pandemic persists.

Staff is requesting to purchase residential containers and parts from Toter, LLC through the City of Oxnard's membership in Sourcewell. Sourcewell is a National Intergovernmental Purchasing Alliance program that enables government agencies to simplify and accelerate their procurement processes through competitive, pre-negotiated contracts. Upon City Council approval, the City will acquire the new residential containers and parts through Sourcewell contract #041521-TOT directly with Toter, LLC.

Toter, LLC meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Each year the Environmental Resources Division designates a portion of the annual operating budget for residential containers and parts. This amount varies from year-to-year based on projected inventory required for customer use, repair requests, residential development and economic growth. The total cost of this agreement with Toter, LLC shall not exceed $750,000 through December 31, 2024. The spending plan for this current fiscal year is $125,000 and will be funded from existing appropriations in the Fiscal Year 2021-22 budget from the Environmental Resources Fund 631. Funding for subsequent fiscal years will be requested during the annual budget process.

Toter, LLC Agreement A-8368					
ER Division/Account	**FY 2021-22 (Jan 1- Jun 30)**	**FY 2022-23**	**FY 2023-24**	**FY 2024-25 (Jul 1 - Dec 31)**	**Total**
631-6307-843-81-34	$125,000	$250,000	$250,000	$125,000	$750,000

Prepared by: Todd Vasquez-Housley, Environmental Resources Division Manager, Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Agreement A-8368
2. Toter Presentation

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: January 1, 2022

(2) Vendor: Toter, LLC

(3) Services: Vendor shall provide fully automated residential curbside containers and replacement parts as listed in Exhibit A - Sourcewell Contract No. 041521-TOT RFP # 041521 attached hereto and incorporated by this reference in full herein.

(4) Schedule of Services: Vendor shall complete the services within the term of this Agreement.

(5) Agreement Ending Date: December 31, 2024

(6) Total Agreement Amount: $750,000

(7) City's Project Manager: Eric Okada, Environmental Resources Supervisor

(8) Vendor's Project Manager: Kellie Clark, Contract Manager

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

(11) Addresses for Notice:

FOR VENDOR:

Toter, LLC

841 Meacham Road

Statesville, North Carolina 28677
Attn: Kellie Clark, Contract Manager

FOR CITY:

City of Oxnard - Environmental Resources (ER) Division

111 South Del Norte Boulevard

Oxnard, CA 93030
Attn: Eric Okada, Environmental Resources Supervisor

(12) Contact Emails:

VENDOR'S PROJECT MANAGER'S:

Kellie Clark, kclark@toter.com

Maribel Ramos, mramos@wastequip.com

CC: Rich Sedory, rsedory@wastequip.com

CITY'S PROJECT MANAGER:

Eric Okada, eric.okada@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:

☑ Scope of Services Exhibit
☑ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
☑ Exhibit - A
☑ Living Wage Policy Exhibit
☑ Prevailing Wages Exhibit
☑ Insurance Exhibit (INS-I)

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. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the same Services, under similar quantities, delivery conditions and payment terms, pursuant to a Sourcewell Contract No. 041521-TOT RFP # 041521 ("Sourcewell Contract") related-agreement, 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 the 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. Audits by the City shall be limited to no more than once per year. Vendor shall maintain all such records. 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.

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.

a. 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.

b. 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. Confidentiality of Information.

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

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

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

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

unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100,

comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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.

c. 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.

d. 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, pandemics, local disease outbreaks, public health emergencies, government imposed quarantines, the unavailability of labor or materials to the extent beyond the control of the party affected, 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

_____ _____
■ 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:

by _____ 8/24/21
Stephen M. Fischer, City Date
Attorney (always required)

TOTER, LLC

Laura P Hubbard August 19, 2021
Laura P Hubbard Date
Director of Municipal Sales

[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.

SCOPE OF SERVICES EXHIBIT

EQUIPMENT, PRODUCTS, OR SERVICES

1. Vendor shall provide the equipment, products, or services as stated in Exhibit A - Sourcewell Contract No. 041521-TOT

WARRANTY

1. The applicable warranty can be found in Section 2.B. of the Sourcewell Agreement referenced above.

RATES AND COSTS EXHIBIT

PRICING

1. Vendor shall provide pricing as stated in Exhibit A - Sourcewell Contract No. 041521-TOT
2. Vendor shall provide a line item pricing model that is comparable to other cooperative contracts
3. Quarterly price reviews shall be conducted based on current market resin costs, lowering when necessary to match the market.
4. Vendor shall provide incremental volume discounts in the pricing structure allowing flexibility with larger quantity discounts.

SHIPPING AND SHIPPING COSTS.

1. Vendor shall deliver equipment properly packaged and free from any damage. The City reserves the right to reject damaged equipment and products.
2. Vendor shall allow the equipment and products to be returned within a reasonable time at no cost to the City. If the damage is not readily apparent at the time of delivery, Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition

EXHIBIT- A

Sourcewell Cooperative Agreement No. 041521-TOT

Solicitation Number:RFP #041521 CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Toter, LLC, 841 Meacham Road, Statesville, NC 28677 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Plastic Refuse and Recycling Containers with Related Technology Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

TERM OF CONTRACT

EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires May 28, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

EQUIPMENT, PRODUCTS, OR SERVICES

EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract

PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax- exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax- exempt entity.

HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must

Identify the applicable Sourcewell contract number;

Clearly specify the requested change;

Provide sufficient detail to justify the requested change;
Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.
A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference

PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source. Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract

PUBLIC FACILITIES. Vendor's employees may be required to perform work at government- owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

PARTICIPATING ENTITY USE AND PURCHASING

ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or

Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

CUSTOMER SERVICE

PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

Maintenance and management of this Contract;

Timely response to all Sourcewell and Participating Entity inquiries; and

Business reviews to Sourcewell and Participating Entities, if applicable.

BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information

REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:
Customer Name (e.g., City of Staples Highway Department);

Customer Physical Street Address;

Customer City;

Customer State/Province;

Customer Zip Code;

Customer Contact Name;

Customer Contact Email Address;

Customer Contact Telephone Number;

Sourcewell Assigned Entity/Participating Entity Number;

Item Purchased Description;

Item Purchased Price;

Sourcewell Administrative Fee Applied; and

Date Purchase was invoiced/sale was recognized as revenue by Vendor.

ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date

AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, or exemplary damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the indemnitee was advised of the possibility of such damages.

GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

INTELLECTUAL PROPERTY

Grant of License. During the term of this Contract:

Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

Use; Quality Control. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed

PERFORMANCE, DEFAULT, AND REMEDIES

PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

Notification. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

Nonperformance of contractual requirements, or A material breach of any term or condition of this Contract

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

Exercise any remedy provided by law or equity, or Terminate the Contract or any portion thereof, including any orders issued against the Contract

INSURANCE

REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below: Minimum limits:

$500,000 each accident for bodily injury by accident

$500,000 policy limit for bodily injury by disease

$500,000 each employee for bodily injury by disease

Commercial General Liability Insurance. Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:

$1,000,000 each occurrence Bodily Injury and Property Damage

$1,000,000 Personal and Advertising Injury

$2,000,000 aggregate for Products-Completed operations

$2,000,000 general aggregate

Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

Umbrella Insurance. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.
Minimum Limits:

$2,000,000

Network Security and Privacy Liability Insurance. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.
Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provisions or endorsements must further provide that coverage primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

COMPLIANCE

LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-
1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non- federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40

U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.
§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3
C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: Jeremy Schwartz

Title: Chief Procurement Officer

Date: 5/24/2021 I 7:43 PM CDT

Toter, LLC

DocuSigned by:
Laura P. Hubbard
834FF567B809408...

By: Laura P. Hubbard

Title: Director of Municipal Sales

Date: 5/25/2021 I 10:46 AM CDT

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A84CC...

By: Chad Coauette

Title: Executive Director/CEO

Date: 5/25/2021 I 10:47 AM CDT

RFP 041521 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name:	Toter, LLC
Address:	841 Meacham Road Statesville, North Carolina 28677
Contact:	Kellie Clark
Email:	toterbids@toter.com
Phone:	800-424-0422 09584
Fax:	833-930-1124
HST#:	56-1362422

Submission Details

Created On:	Thursday February 25, 2021 07:42:29
Submitted On:	Thursday April 15, 2021 13:38:28
Submitted By:	Kellie Clark
Email:	toterbids@toter.com
Transaction #:	e18be8d7-0c74-4464-b735-48eb35840831
Submitter's IP Address:	173.92.230.77

Toter #041521-TOT

Pricing for contract #041521-TOT offers Sourcewell participating agencies the following discounts.

- Toter residential does not have set list pricing, therefore we are offering a line-item ceiling pricing model that is comparable to other cooperative contracts

- Toter Pro – 30% off list price

INSURANCE EXHIBIT

Exhibit INS-I

INSURANCE REQUIREMENTS FOR VENDORS (WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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 <u>and</u> CG 2037).**

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

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

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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-8368

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

OTHER PROVISIONS

COVERAGES

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

Underwriter=s representative for claims pursuant to this insurance.

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

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

LIMIT OF LIABILITY

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

OTHER PROVISIONS

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 _____

LIVING WAGE POLICY EXHIBIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.89 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, 2021

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.89 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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.

c. 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.

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

AGREEMENT A-8368 WITH TOTER, LLC FOR THE PURCHASE OF RESIDENTIAL CONTAINERS AND PARTS FOR THE ENVIRONMENTAL RESOURCES DIVISION

Public Works and Transportation Committee
October 26, 2021

Todd Vasquez-Housley
Environmental Resources 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 Agreement A-8368 with Toter, LLC in the amount not to exceed $750,000 for a three year term ending December 31, 2024 for the purchase of residential containers and parts.

BACKGROUND

- Environmental Resources Division (ER) provides uninterrupted, weekly collection of refuse, recyclables and green waste (organics) to approximately 37,000 residential customers

- A sufficient inventory of residential containers and parts is essential to providing these services

- Since 2011, ER has standardized the use of Toter-manufactured residential containers and parts in the City of Oxnard

- Selection of Toter, LLC was based on analysis of fleet compatibility, durability, warranty support and cost effectiveness

- Residential containers and parts removed from service are recycled at the Del Norte Facility, then sold with other recyclables

BACKGROUND

Toter Residential Containers and Parts:

- Manufactured with 50% recycled plastic
- Durable, longer-lasting compared to other vendors
- Extended, more comprehensive warranty period compared to other vendors
- Delivered fully stacked, nestled and assembled – minimizing freight costs

DISCUSSION

- Staff is requesting to purchase residential containers and parts from Toter, LLC through a Sourcewell cooperative agreement
- Delivery of Toter products has been taking up to nine (9) months during COVID-19 Pandemic; delaying completion of customer repair and replacement requests
- 624 containers and 1,500 lids received in August; upon approval staff will order additional 1,900 containers and 1,400 lids to stay ahead of customer requests during COVID-19 Pandemic
- Toter, LLC meets all City procurement rules; possession of a City business tax certificate; insurance certificates; and corporate filing with the California Secretary of State

FINANCIAL IMPACT

- Total cost for agreement with Toter, LLC shall not exceed $750,000 through December 31, 2024
- There are sufficient funds in current fiscal year 2021-22 budget for Environmental Resources
- Costs for future fiscal years will be requested in the annual budget process

Toter, LLC Agreement A-8368					
ER Division/Account	**FY 2021-22 (Jan 1- Jun 30)**	**FY 2022-23**	**FY 2023-24**	**FY 2024-25 (Jul 1 - Dec 31)**	**Total**
631-6307-843-81-34	$125,000	$250,000	$250,000	$125,000	$750,000

QUESTIONS?

CITY OF
OXNARD
CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: October 26, 2021

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement A-8380 with Chrisp Company for On-Call Street Striping and Marking Services PW 22-17. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8380 with Chrisp Company in the amount not to exceed $435,000 for a three-year term for On-Call Street Striping and Marking Services PW 22-17.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/izqDLu5peDk

BACKGROUND

The City's Public Works Streets Division maintains over 453 centerline miles of roads. There are approximately 1.8 million square feet of white and yellow pavement markings used to show turns, stop/yield lines, approaching warnings, bike lanes and crosswalks. The Streets Division has used outside pavement marking services for the past 25 years. Safety Striping Company was our most recent vendor and Chrisp Company provided this service from 2017 through 2020.The project scope is to restripe, replace, and install new pavement markings on an as-needed basis at locations throughout the City to meet current code requirements and improve safety and visibility for vehicles, bicyclists, and pedestrian users. The work includes furnishing all necessary labor, materials, equipment, and other incidental and appurtenant work to provide on-call pavement marking services.

DISCUSSION

Pavement marking is a vital maintenance aspect to promote roadway safety and direction through higher visibility striping and pavement symbols for City roads and intersections. Pavement markings are needed to clearly delineate the roadway for safe and efficient travel and help communicate important information to road users. Pavement markings will be performed on an as-required basis as approved by the City Traffic Engineer. Examples are:

1. Where pedestrians should cross the street
2. When motorists should expect railroad or school crossings
3. When motorists should expect a bicyclist

The specific work for this project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide on-call street striping and marking services, and all other appurtenant and associated work in accordance with the Contract Documents. Staff will work closely with neighborhood councils, businesses, and residents directly impacted to keep them informed when work is being done.

The notice inviting formal bids (NIFB) on the Project was published on August 26, 2021, and all bids were due on and opened on September 20, 2021. The bid requested rates and costs on a variety of services for the purpose of evaluation and the low bidders rates will be documented in the agreement. The work will be issued through task orders and the contract will be for an amount not to exceed $435,000 during the three-year term. The City received the following pricing using a representative sample of bid items:

Chrisp Company:	$144,241.50
Toro Enterprises, Inc.:	$184,720.93
Sterndahl Enterprises, Inc.:	$266,907.70

The lowest bidder is Chrisp Company and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Chrisp Company. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that the contractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the project. Staff recommends that the City Council award the contract to Chrisp Company.

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

The total cost for the services with this agreement with Chrisp Company shall not exceed $435,000 over the three-year contract term. The On-Call Street Striping and Marking Services Project will be funded from available appropriations in the Streets Division from the General Fund (101-5704-803.82-09) utilizing Measure E funds. The spending plan for FY 2021-22 is $135,000. Funding for subsequent fiscal years will be requested during the annual budget process.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Chrisp Agreement A-8380
2. Presentation

CITY OF OXNARD CONTRACT FOR
ON-CALL STREET STRIPING AND MARKING SERVICES
SPECIFICATION NO. PW 22-17

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and CHRISP COMPANY ("Contractor"). Contractor's license number is 374600.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as ON-CALL STREET STRIPING AND MARKING SERVICES, Specification No. PW 22-17 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed four hundred thirty-five thousand dollars ($435,000) during the Contract Term.

4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.

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

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

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as

follows: “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

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

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

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

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

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

[signatures on following page]

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

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

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

CHRISP COMPANY

David L. Morris, Vice President[2] Date

Tammie Allison, Secretary Date

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

[2] The City requires the following for any contract:

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

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

Exhibit INS-D

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

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

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

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

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

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

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

    City of Oxnard
    Insurance Compliance
    Reference No. A-8380 (PW 22-17)
    P.O. Box 100085 – OX
    Duluth, GA 30096
    Via Email: cityofoxnard@ebix.com
    Via Fax: 678-259-1007

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8380 (PW 22-17)
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SUBMIT IN DUPLICATE

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

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

PRODUCER

Telephone:

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

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

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

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

1. **INSURED.** The City, its City Council, officers, 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 City Council, officers, employees and 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. A-8380 (PW 22-17)
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ ____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed ___

INS-D.doc

SUBMIT IN DUPLICATE

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

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
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 City Council, officers, 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 City Council, officers, employees and 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. A-8380 (PW 22-17)
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

INS-D.doc

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
_____
_____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as ON-CALL STREET STRIPING AND MARKING SERVICES, Specification No. PW 22-17 (the "Project").

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

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and any Task related to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of four hundred thirty-five thousand dollars ($435,000), this amount being not less than one hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section

1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

_____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as ON-CALL STREET STRIPING AND MARKING SERVICES, Specification No. PW 22-17 (the "Project").

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

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

_____

_____,

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of four hundred thirty-five thousand dollars ($435,000), this amount being not less than one hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the

date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

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

CITY OF OXNARD

BID SHEETS FOR ON-CALL STREET STRIPING AND MARKING SERVICES SPECIFICATION NO. PW 22-17 [PROJECT]

Bidder's Name: Chrisp Company

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the Bid Item Unit Prices below.

Because the City is unable to predict the requirements for each bid item, award of the Contract will be based on a representative sample of a limited number of bid items listed below. The lowest responsive Bid will be determined by a weighted sum of the sample bid item unit prices. The sample items and weighting to be used will be selected by the City, kept in a sealed envelope, until Bids are received and opened at the Bid opening in order to ensure a competitive bidding process. The sample items and weighting to be used will be selected by the City, kept in a sealed envelope, until Bids are received and opened at the Bid opening in order to ensure a competitive bidding process.

BID ITEM UNIT PRICES:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
PAINT TRAFFIC STRIPE (2-COAT)				
1	Detail 1 Stripe (6" Single Yellow Broken Line) Centerline	LF	1 – 5,000	$0.20
			5,001 – 9,000	$0.16
			OVER 9,000	$0.14
2	Detail 2 Stripe (6" Single Yellow Broken Line) Centerline With Marker	LF	1 – 5,000	$0.20
			5,001 – 9,000	$0.16
			OVER 9,000	$0.14
3	Detail 8 Stripe (6" Single White Broken Line) Lane line	LF	1 – 5,000	$0.20
			5,001 – 9,000	$0.16
			OVER 9,000	$0.14
4	Detail 9 Stripe (6" Single White Broken Line) Lane line With Marker	LF	1 – 5,000	$0.20
			5,001 – 9,000	$0.16
			OVER 9,000	$0.14
5	Detail 12 Stripe (6" Single White Broken Line) Lane line	LF	1 – 5,000	$0.20
			5,001 – 9,000	$0.16

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
			OVER 9,000	$0.14
6	Detail 12A Stripe (6" Single White Broken Line) Lane line With Marker	LF	1 – 5,000	$0.20
			5,001 – 9,000	$0.16
			OVER 9,000	$0.14
7	Detail 21 Stripe (6" Double Yellow Solid Line) No Passing Zone	LF	1 – 5,000	$0.25
			5,001 – 9,000	$0.20
			OVER 9,000	$0.18
8	Detail 22 Stripe (6" Double Yellow Solid Line) No Passing Zone With Marker	LF	1 – 5,000	$0.25
			5,001 – 9,000	$0.20
			OVER 9,000	$0.18
9	Detail 24 Stripe (6" Single Yellow Solid Line) Left Edge Line	LF	1 – 5,000	$0.20
			5,001 – 9,000	$0.16
			OVER 9,000	$0.12
10	Detail 25A Stripe (6" Single Yellow Solid Line) Left Edge Line With Marker	LF	1 – 5,000	$0.20
			5,001 – 9,000	$0.16
			OVER 9,000	$0.12
11	Detail 27B Stripe (6" Single White Solid Line) Right Edge Line	LF	1 – 5,000	$0.20
			5,001 – 9,000	$0.16
			OVER 9,000	$0.12
12	Detail 27C Stripe (6" Single White Broken Line) Extension Thru Intersection	LF	1 – 5,000	$0.20
			5,001 – 9,000	$0.16
			OVER 9,000	$0.12
13	Detail 28 Stripe (6" Double Yellow Solid Line) Median Island	LF	1 – 5,000	$0.60
			5,001 – 9,000	$0.55
			OVER 9,000	$0.50
14	Detail 29 Stripe (6" Double Yellow Solid Line) Median Island With Marker	LF	1 – 5,000	$0.60
			5,001 – 9,000	$0.55
			OVER 9,000	$0.50
15	Detail 31 Stripe (6" Double Yellow Solid And Broken Line)	LF	1 – 5,000	$0.40
			5,001 – 9,000	$0.36
			OVER 9,000	$0.32
16	Detail 32 Stripe (6" Double Yellow Solid And Broken Line) With Marker	LF	1 – 5,000	$0.60
			5,001 – 9,000	$0.55
			OVER 9,000	$0.50

ITEM NO.	DESCRIPTION Type text here	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
17	Detail 37B Stripe (8" Single White Broken Line With Marker) Lane Drop At Intersection	LF	1 – 5,000	$0.50
			5,001 – 9,000	$0.48
			OVER 9,000	$0.46
18	Detail 38 Stripe (8" Single White Solid Line) Channelizing Line With Marker	LF	1 – 5,000	$0.50
			5,001 – 9,000	$0.48
			OVER 9,000	$0.46
19	Detail 38A Stripe (8" Single White Solid Line) Channelizing Line	LF	1 – 5,000	$0.32
			5,001 – 9,000	$0.30
			OVER 9,000	$0.28
20	Detail 38B Stripe (8" Single White Solid Line) Channelizing Line With Double Marker	LF	1 – 5,000	$0.50
			5,001 – 9,000	$0.48
			OVER 9,000	$0.46
21	Detail 39 Stripe (6" Single White Solid Line) Bike Lane Line	LF	1 – 5,000	$0.20
			5,001 – 9,000	$0.18
			OVER 9,000	$0.16
22	Detail 39A Stripe (6" Single White Broken Line) Intersection Line Bike Lane	LF	1 – 5,000	$0.20
			5,001 – 9,000	$0.18
			OVER 9,000	$0.16
23	Detail 40 Stripe (6" Single White Broken Line) Lane Line Extension Thru Intersection	LF	1 – 5,000	$1.00
			5,001 – 9,000	$1.00
			OVER 9,000	$1.00
24	Detail 41 Stripe (6" Single Yellow Broken Line) Centerline Extension Thru Intersection	LF	1 – 5,000	$1.00
			5,001 – 9,000	$1.00
			OVER 9,000	$1.00
	THERMOPLASTIC TRAFFIC STRIPE			
25	Detail 1 Stripe (6" Single Yellow Broken Line) Centerline	LF	1 – 5,000	$0.35
			5,001 – 9,000	$0.30
			OVER 9,000	$0.25
26	Detail 2 Stripe (6" Single Yellow Broken Line) Centerline With Marker	LF	1 – 5,000	$0.35
			5,001 – 9,000	$0.30
			OVER 9,000	$0.25
27	Detail 8 Stripe (6" Single White Broken Line) Lane line	LF	1 – 5,000	$0.35
			5,001 – 9,000	$0.30

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
			OVER 9,000	$0.25
28	Detail 9 Stripe (6" Single White Broken Line) Lane line With Marker	LF	1 – 5,000	$0.35
			5,001 – 9,000	$0.30
			OVER 9,000	$0.25
29	Detail 12 Stripe (6" Single White Broken Line) Lane line	LF	1 – 5,000	$0.35
			5,001 – 9,000	$0.30
			OVER 9,000	$0.25
30	Detail 12A Stripe (6" Single White Broken Line) Lane line With Marker	LF	1 – 5,000	$0.35
			5,001 – 9,000	$0.30
			OVER 9,000	$0.25
31	Detail 21 Stripe (6" Double Yellow Solid Line) No Passing Zone	LF	1 – 5,000	$1.20
			5,001 – 9,000	$1.10
			OVER 9,000	$1.00
32	Detail 22 Stripe (6" Double Yellow Solid Line) No Passing Zone With Marker	LF	1 – 5,000	$1.20
			5,001 – 9,000	$1.10
			OVER 9,000	$1.00
33	Detail 24 Stripe (6" Single Yellow Solid Line) Left Edge Line	LF	1 – 5,000	$0.65
			5,001 – 9,000	$0.60
			OVER 9,000	$0.55
34	Detail 25A Stripe (6" Single Yellow Solid Line) Left Edge Line With Marker	LF	1 – 5,000	$0.65
			5,001 – 9,000	$0.60
			OVER 9,000	$0.55
35	Detail 27B Stripe (6" Single White Solid Line) Right Edge Line	LF	1 – 5,000	$0.65
			5,001 – 9,000	$0.60
			OVER 9,000	$0.55
36	Detail 27C Stripe (6" Single White Broken Line) Extension Thru Intersection	LF	1 – 5,000	$0.65
			5,001 – 9,000	$0.60
			OVER 9,000	$0.55
37	Detail 28 Stripe (6" Double Yellow Solid Line) Median Island	LF	1 – 5,000	$1.85
			5,001 – 9,000	$1.80
			OVER 9,000	$1.75
38	Detail 29 Stripe (6" Double Yellow Solid Line) Median Island With Marker	LF	1 – 5,000	$2.20
			5,001 – 9,000	$2.10
			OVER 9,000	$2.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
39	Detail 31 Stripe (6" Double Yellow Solid And Broken Line)	LF	1 – 5,000	$1.65
			5,001 – 9,000	$1.55
			OVER 9,000	$1.45
40	Detail 32 Stripe (6" Double Yellow Solid And Broken Line) With Marker	LF	1 – 5,000	$1.75
			5,001 – 9,000	$1.65
			OVER 9,000	$1.55
41	Detail 37B Stripe (8" Single White Broken Line With Marker) Lane Drop At Intersection	LF	1 – 5,000	$0.85
			5,001 – 9,000	$0.80
			OVER 9,000	$0.75
42	Detail 38 Stripe (8" Single White Solid Line) Channelizing Line With Marker	LF	1 – 5,000	$1.00
			5,001 – 9,000	$0.95
			OVER 9,000	$0.90
43	Detail 38A Stripe (8" Single White Solid Line) Channelizing Line	LF	1 – 5,000	$1.00
			5,001 – 9,000	$0.95
			OVER 9,000	$0.90
44	Detail 38B Stripe (8" Single White Solid Line) Channelizing Line With Double Marker	LF	1 – 5,000	$1.00
			5,001 – 9,000	$0.95
			OVER 9,000	$0.90
45	Detail 39 Stripe (6" Single White Solid Line) Bike Lane Line	LF	1 – 5,000	$0.65
			5,001 – 9,000	$0.60
			OVER 9,000	$0.55
46	Detail 39A Stripe (6" Single White Broken Line) Intersection Line Bike Lane	LF	1 – 5,000	$0.65
			5,001 – 9,000	$0.60
			OVER 9,000	$0.55
47	Detail 40 Stripe (6" Single White Broken Line) Lane Line Extension Thru Intersection	LF	1 – 5,000	$1.00
			5,001 – 9,000	$1.00
			OVER 9,000	$1.00
48	Detail 41 Stripe (6" Single Yellow Broken Line) Centerline Extension Thru Intersection	LF	1 – 5,000	$1.00
			5,001 – 9,000	$1.00
			OVER 9,000	$1.00
METHYL METHACRYLATE (MMA) Traffic Stripe				
49	Methyl Methacrylate (MMA) Resin System (Green) Specification (State Spec AML	SF	1 – 5,000	$6.00
			5,001 – 9,000	$5.85

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
	(Authorized Material List) 2015 SSP 84-2		OVER 9,000	$5.65
PAINT PAVEMENT MARKING (2-COAT)				
50	Pavement Marking: Transverse marking such as (1) limit line, stop line, and yield lines, (2) crosswalk, (3) word, arrow, legend or symbol, numeral, shoulder, parking stall, or railroad-grade-crossing marking	SQFT	1 – 5,000	$2.00
			5,001 – 9,000	$1.85
			OVER 9,000	$1.75
THERMOPLASTIC PAVEMENT MARKING				
51	Pavement Marking: Transverse marking such as (1) limit line, stop line, and yield lines, (2) crosswalk, (3) word, arrow, legend or symbol, numeral, shoulder, parking stall, or railroad-grade-crossing marking	SQFT	1 – 5,000	$3.00
			5,001 – 9,000	$2.75
			OVER 9,000	$2.50
MISCELLANEOUS				
52	Paint Parking Stall Stripe (3" Double White Solid) Per City Parking Regulations And Standards	LF	1 – 5,000	$0.65
			5,001 – 9,000	$0.60
			OVER 9,000	$0.55
53	Paint Handicapped Blue Line Border (4" Solid Blue Line)	LF	1 – 5,000	$0.65
			5,001 – 9,000	$0.60
			OVER 9,000	$0.55
54	Install ADA Symbol (ISA) Pavement Marking	EA	1 – 5,000	$50.00
			5,001 – 9,000	$45.00
			OVER 9,000	$40.00
55	Curb Paint (Red, Blue, Green, Yellow, Gray, Or White)	LF	1 – 5,000	$2.25
			5,001 – 9,000	$2.15
			OVER 9,000	$2.00
56	Raised Pavement Marker (Retro-reflective)	EA	1 – 5,000	$3.75
			5,001 – 9,000	$3.50
			OVER 9,000	$3.25
57	Raised Pavement Marker (Non-Reflective)	EA	1 – 5,000	$2.25
			5,001 – 9,000	$2.15
			OVER 9,000	$2.00
58	Remove Pavement Marker	EA	1 – 5,000	$1.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
			5,001 – 9,000	$0.50
			OVER 9,000	$0.50
59	Remove Traffic Stripe (Grind)	LF	1 – 5,000	$1.50
			5,001 – 9,000	$1.00
			OVER 9,000	$0.65
60	Remove Pavement Marking (Grind)	SQFT	1 – 5,000	$2.00
			5,001 – 9,000	$1.75
			OVER 9,000	$1.50
61	Remove And Dispose Yellow, White, Green Thermoplastic Pavement Stripe	LF	1 – 5,000	$1.50
			5,001 – 9,000	$1.25
			OVER 9,000	$1.00
62	Remove And Dispose Yellow, White, Green Thermoplastic Pavement Marking	SQFT	1 – 5,000	$2.00
			5,001 – 9,000	$1.50
			OVER 9,000	$1.25
63	Remove And Dispose Yellow, White, Green Methyl Methacrylate (MMA) Pavement Stripe	LF	1 – 5,000	$1.50
			5,001 – 9,000	$1.25
			OVER 9,000	$1.00
64	Remove And Dispose Yellow, White, Green Methyl Methacrylate (MMA) Pavement Marking	SQFT	1 – 5,000	$2.00
			5,001 – 9,000	$1.50
			OVER 9,000	$1.25
DO NOT TOTAL ALL PRICES				

Note:

1. **No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, mobilization and demobilization, export of material, traffic control and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.**

2. **The quantities listed in the Bid Sheet are supplied only to give an indication of the general scope of work.**

3. **Items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.2 and 7-3.5.3. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material**

shall be included in the above unit costs; no additional compensation will be granted for such expenses.

4. **By signing below, Bidder acknowledges that the Evaluation Quantities above are estimates only, and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.**

Terms of Extension.

A Contract entered with Bidder may be extended for up to two (2) separate, consecutive periods of one (1) year each at the option of the City. The maximum percentage rate increase for each extension will be as shown below:

- Price increase for the Contract Unit Prices for the first extension period shall be three percent (3%) over the Contract Unit Prices submitted on the bid sheets.
- Price increase for the Contract Unit Prices for the second extension period shall be three percent (3%) over the first extension period prices.

The City does not promise or guarantee that Contractor's services will be called upon at any time or at all.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	9/10/2021	#03	N/A
#02	N/A	#04	N/A

Bidder's Name (Company): Chrisp Company

Signature: David L Morris Title: Executive Vice President

Print: David L Morris Date: 9/07/2021

Signature: Tammie Allison Title: Secretary

Print: Tammie Allison Date: 9/07/2021

SPECIAL PROVISIONS

1000 GENERAL

1000-1 LOCATION AND DESCRIPTION OF WORK

The Work shall consist of furnishing all materials, tools, equipment, traffic control, mobilization, demobilization, and labor required for installing traffic striping, pavement markings, and raised pavement markers on an on-call basis in accordance with the State of California Standard Plans and Specifications, latest revision, MUTCD 2014, revision 4, and these Special Provisions including Appendix A – Caltrans Standard Plans.

Install traffic stripes and pavement markings in paint, thermoplastic or Methyl Methacrylate (MMA), per the detail and at the locations shown on the plan for each Project and in accordance with State of California Standard Specifications, latest edition, Department of Transportation, if provided.

Traffic stripes and pavement markings must be retroreflective.

Thermoplastic: Thermoplastic must comply with State Specification PTH-02SPRAY, PTH-02HYDRO, or PTH-02ALKYD.

Paint: The paint for traffic stripes and pavement markings must comply with the specifications shown below:

Paint Specifications:

Paint Type	Color	Specification
Waterborne Traffic line	White, yellow, and black	State Spec PTWB-01R2 (see attached Exhibit A)
Acetone-based	White, yellow, and black	State Spec PT-150VOC (A)
Waterborne traffic line for the international symbol of accessibility and other curb markings	Blue, red, and green	Federal Specification TT-P-1952E
2 Coat		

The color of painted traffic stripes and pavement markings must comply with ASTM D6628.

Colored pavement marking for bicycle lane must comply with the specifications shown below:

Paint Type	Color	Specification
Methyl Methacrylate (MMA) resin system	Green	State Spec AML (Authorized Material List) 2015 SSP 84-2
Abrasion-resistant; anti-skid surfacing		
Application thickness: 25 to 60-mils, Mix ratio 98:2		
2 Coat		
Surface preparation and application per manufacturer's specifications		

All Work necessary to establish satisfactory lines for stripes and all layout Work required for pavement markings (surface cleaning, applying primer coat, etc.) shall be performed by the Contractor. Cost for these activities shall be included in the unit cost of each item.

Prior to removal of existing pavement striping, Contractor shall inventory all existing striping. One (1) copy of the inventory shall be provided to the City Inspector prior to the start of Work.

Removal, handling, and disposal of yellow methyl methacrylate (MMC), yellow thermoplastic and yellow painted traffic stripe and pavement marking shall be performed in accordance with Section 14-11.12 of SSS, excluding paragraph 3.

Removal of all other methyl methacrylate (MMC), thermoplastic and painted stripe and pavement marking shall be accomplished using the grinding method. Grinding shall be smooth so as to not cut deep grooves in existing pavement and shall remove at least 98% of existing paint and/or thermoplastic markings. A coat of asphalt slurry shall be applied to ground pavement that is six months old or newer.

Removal of traffic stripes and pavement markings on Caltrans right of way shall be accomplished using wet sand blasting or Caltrans approved method.

Cat tracking shall consist of stretching a rope to make a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. The spots shall not be more than 3 inches in width and not more than 5 feet apart on curves or 10 feet apart on tangents.

Dribble lines shall consist of marking the pavement with a thin line of paint using a striping machine or other suitable device. Dribble lines shall be on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment.

Paint for cat tracks and dribble lines shall be the same color as the traffic stripe for which the markings are placed.

Laser guidance equipment shall be capable of maintaining the alignment of traffic stripes with an accuracy equivalent to, or better than, that obtainable through use of cat tracking or dribble lines, as determined by the City Engineer.

All cat tracking for all striping (lane lines, limit lines, crosswalks, and pavement markings) shall be reviewed and approved by the City Engineer prior to installing the final striping.

Colored Pavement for Bicycle Lanes: Green colored pavement is approved for use in bicycle lanes in accordance with **MUTCD Interim Approval 14 (IA-14)**, only to enhance the conspicuity of where bicyclists are required to operate, and areas of the bicycle lane where bicyclists and other roadway traffic might have potentially conflicting weaving or crossing movements.

The pattern of the green colored pavement may be in a manner matching the pattern of Caltrans Detail 39A; filling in only the areas directly between a pair of dotted line segments.

1000-2 PROTECTION

Newly painted / thermoplastic traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the material is thoroughly dry and able to be driven on without causing damage to the Work.

1000-3 DEFINITIONS

Traffic Stripe: Longitudinal centerline or lane line used for separating traffic lanes in the same direction of travel or in the opposing direction of travel or a longitudinal edge line marking the edge of the traveled way or the edge of a lane at a gore area separating traffic at an exit or entrance ramp. A traffic stripe is shown as a traffic line.

Pavement Marking: Transverse marking such as (1) a limit line, a stop line, and yield lines (2) a crosswalk, (3) a word, an arrow, a legend or symbol, a numeral, shoulder, parking stall, or railroad-grade-crossing marking.

1000-4 MEASUREMENT AND PAYMENT

Payment for performing the Work shall be made on the unit cost basis per the Cost of Services Schedule.

The unit cost for all activities described in the Cost of Services Schedule shall include full compensation for furnishing all labor, materials, tools, equipment, mobilization, demobilization, traffic control and all incidentals including all stencils and street marking legend cutouts to complete all the activities involved with the delivery of these services, and no additional payment will be made therefore.

Prior to starting Work, all Work will be pre-approved by a Task Order issued by the Project Manager specifying the total quantity of each item comprising the Work. Within two (2) Working Days of receiving the Task Order, Contractor must submit a schedule to the Project Manager. The schedule must include a Work start date within thirty (30) days of issuance of the Task Order, and Work must be completed within sixty (60) Calendar Days of issuance of the Task Order. A separate invoice is required for each Task Order issued pursuant to the Contract. When billing, the Contractor shall use the appropriate unit costs pursuant to the Contract, multiplied by the total quantities specified in the Task Order. For example, if the Task Order specifies installing 6,000 sf of thermoplastic pavement markings, the unit cost billed for that item shall be as stated in the Contract's 5,001 to 9,000 SF quantity range for thermoplastic pavement

markings. Additionally, when Work is billed in progress payments, the unit cost for each item billed on each invoice shall reflect the unit cost for the total quantity of that item as specified in the Task Order, rather than using the unit cost of work completed to date.

Contractor shall only invoice for time spent at the locations of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless approved by the Project Manager and included in the Task Order.

1000-5 SPECIFICATIONS FOR TRAFFIC CONTROL, PUBLIC CONVENIENCE, & SAFETY

The Contractor shall provide for the protection of the public all necessary barricades, traffic cones, warning signs, flagmen, lights, and other safety devices in accordance with State of California Standard Specifications, latest edition, Department of Transportation and the current requirements set forth in the Manual of Traffic Controls for Construction and Maintenance Work Zones, May 19, 2004 published by the Department of Transportation, State of California. Traffic control plans must be approved by City prior to beginning construction.

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

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the City Engineer. The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

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

Traffic control devices not placed in accordance with approved plans shall be cause to stop construction by a City Inspector. All warning devices used during hours of darkness shall be reflectorized. All damaged traffic control devices shall be replaced in kind or better at the Contractor's expense.

ON-CALL STREET STRIPING AND MARKING SERVICES PROJECT PW 22-17

Public Works and Transportation Committee
October 26, 2021

Philip Schwieder
Streets 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 Agreement A-8380 with Chrisp Company in the amount not to exceed $435,000 for a three year term for On-Call Street Striping and Marking Services PW 22-17.

BACKGROUND

- Public Works Streets Division maintains over 453 centerline miles of roads
- Approximately 1,800,000 square feet of white and yellow pavement markings
- Markings are used to show:

Turns

Stop or Yield Lines

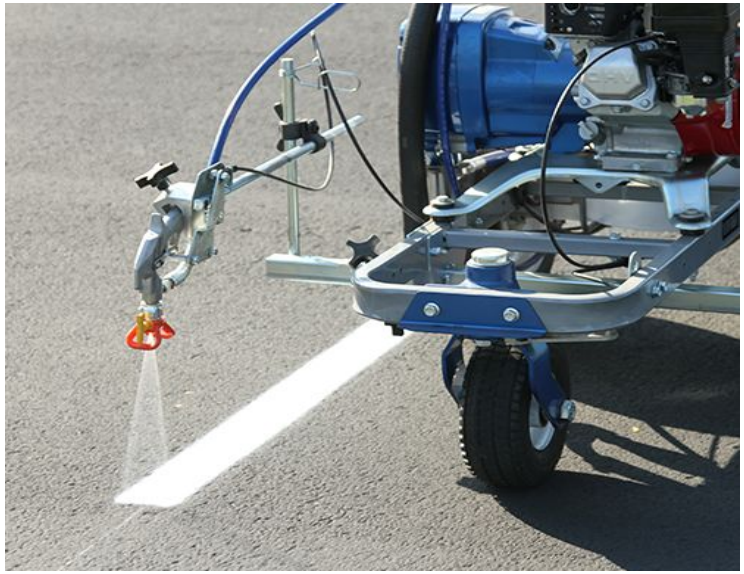
Approaching Warnings

Bike Lanes

Crosswalks

BACKGROUND

- Common paint used is water based acrylic paint that provides excellent durability, high brightness and visibility, and environmentally friendly
- Best used for restriping existing painted areas
- Pavement markings will be performed on an as-required basis as approved by the City Traffic Engineer



DISCUSSION

- In locations that are newly paved or areas with a high volume of traffic, thermoplastic markings may be applied
- Thermoplastic is a polymer material that can be heated to make it moldable or pliable with a longer lifespan than traditional paint

Thermoplastic: approx. 7 years old

Recently Installed

PUBLIC BENEFIT

Pavement markings are needed to clearly delineate the roadway for safe and efficient travel and help communicate important information to road users

Examples:

- Where pedestrians should cross the street
- When motorists should expect railroad or school crossings
- When motorists should expect a bicyclist and share the road

DISCUSSION

- Notice Inviting Formal Bids advertised August 26, 2021
- Bids due September 20, 2021; three bids were received and Chrisp Co. was the lowest responsive bidder

01	Chrisp Company	$144,241.50
02	Toro Enterprises	$184,720.93
03	Sterndahl Enterprises	$266,907.70

FINANCIAL IMPACT

- Sufficient funding of $135,000 is available in Fiscal year 2021-22 General Fund (101) utilizing Measure E funds

- Funding for subsequent fiscal years will be requested during the annual budget process

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4

DATE: October 26, 2021

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Purchase Order with PB Loader Corporation for Two New Asphalt Patch Truck Purchases for Streets Division. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Purchase Order with PB Loader Corporation in the amount not to exceed $496,346 for the purchase of two (2) new Asphalt Patch Trucks for the Street Maintenance Division.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/aJJ9FobyOs4

BACKGROUND

The City of Oxnard's Street Maintenance Division preserves and provides routine maintenance of 453 centerline miles of road, 650 miles of sidewalks and 60 miles of alleys. This includes asphalt pavement, potholing, repainting and installation of pavement markings, street signs, sidewalks, curbs & gutters, traffic signals, street lighting and beach road & access ways maintenance.

The City's roads, alleys, and public parking lots require annual maintenance and periodically require emergency infrastructure repairs that require hot asphalt. For routine maintenance and infrastructure repairs, the use of an all-in-one asphalt patch truck is the best practice to improve productivity and efficiency.

DISCUSSION

Restoring a proper street paving cycle and the repairing of alleys is part of the City Council's 5-Year Priorities under the Infrastructure and Natural Resources category. The purchase of two (2) asphalt patch trucks will help supplement the annual capital budget of $14.6 million of Measure E funds for street paving cycle and alley repairs by providing the proper equipment for road and alley maintenance.

These asphalt patch trucks are the ideal equipment used for day-to-day pothole repairs. Pothole patch trucks are all-in-one vehicles that carry; hot asphalt, tack oil, compressed air, a jackhammer, vibratory plate, and a bin used for storing discarded street material. The patch trucks will be dedicated to strictly concentrate on citywide potholes and asphalt repairs on a daily basis.

The City, under the current Purchasing Policy, participates in the cooperative procurement program "Sourcewell." Under this program, the City is a Sourcewell member and is able to benefit from discounts on

vehicles under PB Loader manufacturer contract #052417-PBL. Due to Covid-19, the lead time for the delivery of these vehicles range from 12-15 months from the date of order.

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

The total cost for these vehicles with PB Loader Corporation is $496,346 which includes the purchase, taxes and freight. This purchase will be funded from available appropriations in the Streets Division from the General Fund (101-5704-803.86-06) utilizing Measure E funds.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. PB Loader Quote
2. Presentation

QUOTATION
NO. 11048R

CITY OF OXNARD
300 W. 3RD STREET UPPER 202
OXNARD, CA 93030-5729
SOURCEWELL MEMBER ID NO. 25781

DATE: 9/29/2021
TERMS: NET 30
F.O.B: OXNARD
MFG PRODUCT: SEE BELOW
INSTALL: SEE BELOW

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
		PB LOADER CONTRACT NO. 052417-PBL		
		SOURCEWELL CONTRACT - LISTED PRICES		
		PATCHER BOX & ACCESSORIES		
1	51619-00	MODEL BC-4 (4 CUBIC YARD CAPACITY)		$82,174.00
		ABOVE MODEL EQUIPPED WITH RADIANT HEATER,		
		THERMOSTATICALLY CONTROLLED LPG BURNER, HYDRAULIC		
		TOP LIDS AND DOORS, KEVLAR CHAIN CONVEYOR, HAND TORCH,		
		SHOVEL APRON, 25 GAL. LPG TANK, INSTALLATION AND PAINT BLACK		
1	5999-00	LOCKABLE SIDE TOOL BASKET		$1,793.00
1	50555-00	LPG TANK 35 GAL W/ BRACKETS - IN LIEU OF 25GAL.		$1,534.00
1	50630-01	ELECTRIC HEATING SYSTEM - 220V - 6KW		$3,028.00
1	7065-00	25' POWER CABLE 220 VOLT		$555.00
1	5978-00	AIR BLOW GUN W/ 25' HOSE		$1,671.00
1	50635-00	CAB CONTROLS (TOP LIDS)		$660.00
1	7000-36	TOOL BOX 36"		$1,002.00
1	50553-00	PIVOTAL ASPHALT CHUTE		$1,223.00
1	50150-00	SPOILS BIN 18"		$2,766.00
1	50200-00	CAB GUARD W/ PB LOGO AND PERFORATED WINDOW		$1,268.00
2	2001-10	STAINLESS-STEEL SPRING TOOL HOLDER - ONE (1) FOR TOOL, ONE (1) FOR LUTE	$135.00	$270.00
1	MODS-51	20" WORK PLATFORM/CATWALK WITH HAND RAILS AND LADDERS		$3,272.00
1	8920-10	BODY UNDERSEAL		$1,892.00
1	7302-00	FRAME MNT CONE HOLDER (MALE)		$321.00
1	50560-00	SOLVENT PUMP & WAND		$1,379.00
1	5437-00	HOSE REEL - 3/8" X 25' FOR SOLVENT		$477.00
1	5437-00	HOSE REEL - 3/8" X 25' FOR TORCH		$477.00
1	5437-00	HOSE REEL - 3/8" X 25' FOR AIR		$477.00
		HYDRAULIC TOOL CIRCUIT & EQUIPMENT OR AIR COMPRESSOR & EQUIPMENT		
1	50480-00	HYDRAULIC TOOL CIRCUIT		$2,788.00
1	7024-01	LOCKABLE HAMMER HANGER		$333.00
1	7020-11	HYDRAULIC HAMMER BR-67 W/ ASPHALT CUTTER AND TAMPER PAD		$4,078.00
1	5399-00	HOSE REEL - DUAL 1/2" X 25' FOR HYD HAMMER		$1,525.00
		COMPACTOR LIFT & ACCESSORIES		
1	130-08	8 GAL POLY WATER TANK W/ 10' HOSE & SPIGOT		$376.00
1	50640-00	COMPACTOR LIFT PLATFORM - HYDRAULIC		$3,126.00
1	7100-31	COMPACTOR PLATE - WACKER WP1550AW HONDA		$3,022.00
		LIGHTS & SAFETY EQUIPMENT		
2	695-058	WHELEN 500 SERIES STROBE (LED)	$450.00	$900.00
2	695-058V	WHELEN 500V LED 5V3A	$803.00	$1,606.00
2	695-240	WHELEN LED MICRONS MCRNSA	$573.00	$1,146.00
2	MODS-23	WHELEN MODEL L31HAF STROBE W/L360BGB BRANCH GUARD	$1,704.00	$3,408.00
1	MODS-37	ECCO EC7003-K BACKUP CAMERA SYSTEM (MONITOR W/ SOUND + 1 CAM)		$1,447.00
1	7807-00	WHELEN TA45B72 (LED) 72" WIDE TRAFFIC ADVISOR W/ TACTL5 CTRL		$2,988.00
1	7999-40	TRIANGLE KIT		$44.00
1	7999-10	FIRE EXTINGUISHER 5#		$251.00
		EMULSION SYSTEM & ACCESSORIES		
1	BH-100-15	PB MODEL BH-100-15 EMULSION SPRAY UNIT HEATED BY		$12,150.00
		TRUCK COOLING SYSTEM, Y STRAINER, FILL BASKET,		
		HYDRAULICALLY POWERED, 15 GAL. SOLVENT TANK, 85 GAL.		
		EMULSION, WAND WITH 25' HOSE , AUXILIARY ELECTRIC HEAT		
		SYSTEM, INSTALLATION AND PAINT BLACK		
1	6024-00	THERMOMETER 0-300		$224.00
1	5438-00	HOSE REEL - 1/2" X 25' FOR EMULSION		$518.00
		CHASSIS		
1	FRTLINR-04			$83,046.00
		2022 FREIGHTLINER M2 106 W/ CUM L9 300HP, ALLISON 3500 RDS AUTOMATIC		
		TRANSMISSION W/ PTO PROVISION, 12,000 LB FRONT LEAF SPRING AXLE, 23,000 REAR		
		LEAF SPRING AXLE 50 GAL ALUMINUM FUEL TANK, STEEL WHEELS, CAB PAINTED WHITE.		
		SUB TOTAL:		$229,215.00
		3% SOURCEWELL DISCOUNT:		($6,876.00)
		NON-LISTED CHASSIS		
1	2023 MY	ADD TO UPGRADE ABOVE CHASSIS TO 2023 FREIGHTLINER		$3,357.00
		SUBTOTAL:		$225,696.00
		SALES TAX (9.25%):		$20,877.00
		FREIGHT:		$1,600.00
		TOTAL WITH FREIGHT AND TAX FOR ONE (1) UNIT:		$248,173.00
		TOTAL WITH FREIGHT AND TAX FOR TWO (2) UNITS:		$496,346.00

NOTES:
1. LEAD TIME FOR BODY PRODUCTION IS 120 DAYS, WITH AN ADDITIONAL 120-150 DAYS TO INSTALL AFTER RECIEPT OF CHASSIS AND BODY.

2. CHASSIS REQUIRES 138" CAB TO AXLE.

3. LEAD TIME SUBJECT TO CHANGE AT TIME OF ORDER

Delivery times are approximate.

PB Loader Corporation
5778 W. Barstow • Fresno, California 93722-5024 • Telephone (559) 277-7370 • Fax (559) 277-7375
Toll free 800-350-8521 • Web www.pbloader.com

Purchase Order with PB Loader Corporation for Two New Asphalt Patch Trucks for Street Maintenance Division

Public Works and Transportation Committee
October 26, 2021

Philip Schwieder
Streets 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 Purchase Order with PB Loader Corporation in the amount not to exceed $496,346 for the purchase of two (2) new Asphalt Patch Trucks for the Street Maintenance Division.

BACKGROUND

- The Public Works Street Maintenance Division provides routine maintenance of:
  - 453 centerline miles of road
  - 60 miles of alleys
  - 650 miles of sidewalks
- City roads, alleys and public parking lots require routine and emergency repairs that require hot asphalt

BACKGROUND

All-in-one asphalt patch truck will assist with productivity and improve efficiency of day to day operations of repairing potholes and asphalt on our roads, alleys and public parking lots.

DISCUSSION

- Restoring a proper street paving cycle and the repairing of alleys is part of the City Council's 5-Year Priorities under the Infrastructure and Natural Resources category

- Two (2) new asphalt patch trucks will help supplement the annual capital budget of $14.6 million of Measure E funds for street paving and alley repairs

DISCUSSION

Maintaining the roadways consists of making small asphalt repairs to the city roads whenever repairs are needed that don’t require resurfacing or reconstruction

PUBLIC BENEFIT

- All-in-one means the truck is equipped with all the tools necessary for pavement repairs; vibatory plate, asphalt saw, Jackhammer, emulsion spray system, conveyor belt system allowing material to fall in precisely the place you intend to repair and the truck has a five (5) ton hot asphalt capacity.
- Two-man crew to operate patch truck will allow other streets crew members to attend to other maintenance services
- Dedicated crew working on potholes daily
- Production increase allowing the completion of additional 311 requests and decreasing liability claims
- Hot asphalt performs better aesthetically and last longer

DISCUSSION

- The City, under the current Purchasing Policy, participates in the cooperative procurement program “Sourcewell.” Under this program, the City is a Sourcewell member and is able to benefit from discounts on vehicles under PB Loader manufacturer contract #052417-PBL

- Due to Covid-19, the lead time for the delivery of these vehicles range from 12-15 months from the date of order

FINANCIAL IMPACT

- Sufficient funding of $496,346 is available in Fiscal year 2021-22 General Fund (101) utilizing Measure E funds

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.5

DATE: October 26, 2021

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Purchase Order with Quinn Company for Heavy Equipment for the Water Division. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Purchase Order with Quinn Company in the amount not to exceed $407,128.75 for heavy equipment for the Water Division.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Vt8efhAZyOY

BACKGROUND

The City of Oxnard's Water Division is responsible for the transmission and distribution of potable water and recycled water. The Water Division delivers over 20 million gallons per day of safe and reliable potable water supply to customers. The City's water system includes: 10 water wells, five (5) turnouts from the United Water Conservation District's Oxnard-Hueneme Pipeline system, one (1) turnout from the Calleguas Municipal Water District's water system, one (1) desalter facility, six (6) blending stations, and over 500 miles of water mains and 10 miles of recycled water mains.

The City's transmission and distribution pipelines periodically require emergency infrastructure repairs and the completion of maintenance services. During emergency infrastructure repairs or maintenance services, the use of heavy equipment such as a backhoe, front loader or skid steer is imperative.

DISCUSSION

On December 14, 2011, the California Air Resources Board approved amendments to the Off-Road Regulation that covers diesel-powered air pollution from heavy equipment. The regulation allowed a calculation of the age of a fleet to determine when an existing diesel-powered equipment is to be replaced with newer equipment that has stricter emission control. This allowed heavy equipment owners some time to meet compliance. As a result of this regulation, the City's Fleet Division notified the Water Division that the following heavy equipment is not in compliance with the State's amended standards:

1. 1988 Massey-Ferguson Backhoe
2. 2006 John Deere Front Loader
3. 2005 John Deere Skid Steer

Water Division staff evaluated the critical needs of heavy equipment for the current operations. After extensive discussions and research, it was decided to propose the purchase of the following Caterpillar equipment from Quinn Company: two (2) backhoes and one (1) skid steer. Cost-savings and operational efficiencies were the main reasons for replacing the 2006 John Deere Front Loader with a second backhoe. Additionally, it was determined that a second backhoe will be more efficient and provide more benefits than the previously used front loader. A front loader only serves a single purpose to load material and will not be able to be transported with the division's current equipment, while a backhoe will be slightly smaller and less expensive than a front loader. Furthermore, a backhoe has more functionality for field repairs and services such as loading and unloading material which provides the ability to use the equipment onsite and in the field, thus creating more efficiency.

The City, under the current Purchasing Policy, participates in the cooperative procurement program "Sourcewell". Under this program, the City is a Sourcewell Member and is able to benefit from discounts on heavy equipment under Caterpillar manufacturer contract #032119-CAT. Caterpillar is a global corporation that assigns authorized resellers by territory and Quinn Company is the local area provider. The estimated lead time for delivery of these units is three (3) months.

The following is a breakdown of the costs per unit type with Sourcewell pricing:

Heavy Equipment	Quantity	Manufacturer	Total Cost
Backhoe	2	Caterpillar, Inc.	$300,388.42
Skid Steer	1	Caterpillar, Inc.	$106,740.33
Total			$407,128.75

Quinn company meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

This 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

The total cost for this heavy equipment purchase with Quinn Company is $407,128.75. The cost will be funded from available appropriations in the Water Operating Fund 601 (601-6002-891-8606).

Prepared by: Omar Castro, Water Division Manager

ATTACHMENTS

1. Quinn Quotes
2. Presentation

150712-02

August 5, 2021

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

Attention: Armando Luna

Dear Sir,

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

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

STOCK NUMBER: NS0016368 **SERIAL NUMBER:** 0H8T **YEAR:** **SMU:**

Source well ID #032119-CAT

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid till 11/30/21, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jaime Llamas
Machine Sales Representative
(805) 856-8926

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

STANDARD EQUIPMENT

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

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

HYDRAULICS -- Pilot hoe and mechanical loader -controls -- Load sensing, variable flow system -with 43 gpm (162 L/min) axial

piston -pump -- 6 micron hydraulic filter -- Caterpillar XT-3 hose -- Hydraulic oil cooler -- Pilot control shutoff switch -- Flow-sharing hydraulic valves -- Hydraulic suction strainer -

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

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

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

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

MACHINE SPECIFICATIONS

420 07A BACKHOE LOADER CFG2	542-7992	$163,072.69
LANE 2 ORDER	0P-9002	$0.00
STICK, EXTENDABLE, 14FT	543-4284	$0.00
PT, 4WD/2WS, POWERSHIFT	544-1066	$0.00
ENGINE, 74.5KW, C3.6 DITA, T4F	541-9540	$0.00
HYDRAULICS, MP, 6FCN/8BNK, ST	542-7774	$0.00
CANOPY, BASE	544-0877	$0.00
DISPLAY, STANDARD	545-5047	$0.00
WORKLIGHTS (8) LED LAMPS	491-6736	$0.00
SEAT, VINYL	573-4522	$0.00
SEAT BELT, 3" SUSPENSION	206-1748	$0.00
COUNTERWEIGHT, 1015 LBS	337-9696	$0.00
TIRES, 340 80-18/500 70-24, MX	533-0488	$0.00
STABILIZER PADS, FLIP-OVER	9R-6007	$0.00
BUCKET-MP, 1.4 YD3, PO	337-7442	$0.00
LOADER BUCKET PINS	545-8548	$0.00
CUTTING EDGE, TWO PIECE,WIDE	9R-5320	$0.00
COUPLER, PG, MAN.D.LOCK, BHL	444-7500	$0.00
BUCKET-HD, 24", 6.2 FT3	219-3387	$0.00
INSTRUCTIONS, ANSI	559-0872	$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	$0.00
RIDE CONTROL	551-6453	$0.00
LINES, COMBINED AUX, E-STICK	548-1231	$0.00
FAN, STANDARD CAB/ CANOPY	454-6610	$0.00
PRODUCT LINK, CELLULAR, PLE643	560-6797	$0.00
GUARD, STABILIZER	353-1389	$0.00
PLATE GROUP - BOOM WEAR	423-7607	$0.00
COUPLING,QD,THREADED WITH CAPS	456-3390	$0.00
LINES,HYD CPLR 14FT EXT PILOT	555-2396	$0.00
PACK, DOMESTIC TRUCK	0P-0210	$0.00
SHIPPING/STORAGE PROTECTION	461-6839	$0.00
RUST PREVENTATIVE APPLICATOR	462-1033	$0.00
COUPLER, PG, HYD.D.LOCK,BHL	485-5303	$0.00

BUCKET-HD, 12", 2.8 FT3	219-3411	$0.00
BUCKET-HD, 18", 4.2 FT3	219-3386	$0.00
BUCKET-HD, 36", 10.3 FT3	219-3389	$0.00
HAMMER, H80S	561-2553	$18,631.20
BRACKET, BL, 45-50MM, XL	564-9842	$0.00
LINES, H80-H95, BHL-F	399-6962	$0.00

WARRANTY & COVERAGE

Standard Warranty:	12 MONTHS FULL MACHINE
Extended Coverage:	36 MO/3000 HR PREMIER
CSA	36 MO / 1,500 HOURS PARTS ONLY (CFAS NAT'L OFFER)

SELL PRICE	$181,703.89
EXT WARRANTY	Included
CSA	Included
SOURCE WELL MACHINE 22% DISCOUNT	($39,974.85)
MACHINE PREP/ DELIVERY	$2,600.00
ADDED 36 MO/3000 HR PREMIER WARRANTY	$2,805.56
NET BALANCE DUE	**$147,134.60**
TIRE FEE	$7.00
SALES TAX (9.25%)	$13,609.95
AFTER TAX BALANCE	**$160,751.55**

F.O.B/TERMS:
Lead Time TBD

Accepted by_____ **on** _____

_____
Signature

150714-01

August 5, 2021

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

Attention: Armando Luna

Dear Sir,

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

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

STOCK NUMBER: NS0016367 **SERIAL NUMBER:** 0H8T **YEAR:** **SMU:**

Source well ID #032119-CAT

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid till 11/30/21, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jaime Llamas
Machine Sales Representative
(805) 856-8926

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

STANDARD EQUIPMENT

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

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

HYDRAULICS -- Pilot hoe and mechanical loader -controls -- Load sensing, variable flow system -with 43 gpm (162 L/min) axial

piston -pump -- 6 micron hydraulic filter -- Caterpillar XT-3 hose -- Hydraulic oil cooler -- Pilot control shutoff switch -- Flow-sharing hydraulic valves -- Hydraulic suction strainer -

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

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

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

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

MACHINE SPECIFICATIONS

420 07A BACKHOE LOADER CFG2	542-7992
LANE 2 ORDER	0P-9002
STICK, EXTENDABLE, 14FT	543-4284
PT, 4WD/2WS, POWERSHIFT	544-1066
ENGINE, 74.5KW, C3.6 DITA, T4F	541-9540
HYDRAULICS, MP, 6FCN/8BNK, ST	542-7774
CANOPY, BASE	544-0877
DISPLAY, STANDARD	545-5047
WORKLIGHTS (8) LED LAMPS	491-6736
SEAT, VINYL	573-4522
SEAT BELT, 3" SUSPENSION	206-1748
COUNTERWEIGHT, 1015 LBS	337-9696
TIRES, 340 80-18/500 70-24, MX	533-0488
STABILIZER PADS, FLIP-OVER	9R-6007
BUCKET-MP, 1.4 YD3, PO	337-7442
LOADER BUCKET PINS	545-8548
CUTTING EDGE, TWO PIECE,WIDE	9R-5320
COUPLER, PG, MAN.D.LOCK, BHL	444-7500
INSTRUCTIONS, ANSI	559-0872
SERIALIZED TECHNICAL MEDIA KIT	421-8926
RIDE CONTROL	551-6453
LINES, COMBINED AUX, E-STICK	548-1231
FAN, STANDARD CAB/ CANOPY	454-6610
PRODUCT LINK, CELLULAR, PLE643	560-6797
GUARD, STABILIZER	353-1389
PLATE GROUP - BOOM WEAR	423-7607
COUPLING,QD,THREADED WITH CAPS	456-3390
LINES,HYD CPLR 14FT EXT PILOT	555-2396
PACK, DOMESTIC TRUCK	0P-0210
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
COUPLER, PG, HYD.D.LOCK,BHL	485-5303

WARRANTY & COVERAGE

Standard Warranty:	12 MONTHS FULL MACHINE
Extended Coverage:	36 MO/3000 HR PREMIER
CSA	36 MO / 1,500 HOURS PARTS ONLY (CFAS NAT'L OFFER)

SELL PRICE	$156,925.76
EXT WARRANTY	Included
CSA	Included
SOURCE WELL MACHINE 22% DISCOUNT	($34,523.66)
MACHINE PREP/ DELIVERY	$2,600.00
ADDED 36 MO/3000 HR PREMIER WARRANTY	$2,805.56
NET BALANCE DUE	**$127,807.66**
TIRE FEE	$7.00
SALES TAX (9.25%)	$11,822.21
AFTER TAX BALANCE	**$139,636.87**

F.O.B/TERMS:
Lead Time TBD

Accepted by_____ **on** _____

_____
Signature

150717-02

August 5, 2021

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

Dear Sir,

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

One (1) New Caterpillar Inc. Model: 262D3 Skid Steer Loader including standard and optional equipment as listed below.

STOCK NUMBER: NS0016188 **SERIAL NUMBER:** 0ZB203788 **YEAR:** **SMU:**

Source well ID #032119-CAT

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid till 11/30/21, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jaime Llamas
Machine Sales Representative
(805) 856-8926

One (1) New Caterpillar Inc. Model: 262D3 Skid Steer Loader including standard and optional equipment as listed below.

STANDARD EQUIPMENT

POWERTRAIN -Cat C3.3B diesel engine --Gross horsepower per SAE J1349 -74.3 hp (55.4 kW) @ 2400 RPM --Electric fuel priming pump --Glow plugs starting aid --Liquid cooled, direct injection -Air cleaner, dual element, radial seal -S-O-S sampling valve, hydraulic oil -Filter, cartridge type, hydraulic -Filters, canister type, fuel -and water separator -Radiator / hydraulic oil -cooler (side-by-side) -Spring applied, hydraulically released, -parking brakes -Hydrostatic transmission -Four wheel chain drive -

HYDRAULICS -ISO or H pattern controls: -Electro/hydraulic implement control -Electro/hydraulic hydrostatic -transmission control

ELECTRICAL -12 volt electrical system -80 ampere alternator -Ignition key start/stop/aux switch -Lights: --Gauge backlighting --Two rear tail lights --Dome light -Backup alarm -Electrical outlet, beacon -

OPERATOR ENVIRONMENT -Operator warning system indicators: --Air filter restriction --Alternator output --Armrest raised/operator out of seat --Engine coolant temperature --Engine oil pressure --Glow plug activation --Hydraulic filter restriction --Hydraulic oil temperature --Park brake engages --Engine emission system -Gauges: fuel level and hour meter -Storage compartment with netting -Ergonomic contoured armrest -Control interlock system, when operator -leaves seat or armrest raised: --Hydraulic system disables --Hydrostatic transmission disables --Parking brake engages -ROPS cab, open, tilt up -Anti-theft security system w/6-button -keypad -FOPS, level I -Top and rear windows -Floormat -Interior rear view mirror -USB charging port -Horn -Hand (dial) throttle, electronic -

FRAMES -Lift linkage, vertical path -Chassis, one piece welded -Machine tie down points (6) -Belly pan cleanout -Support, lift arm -Rear bumper, welded

OTHER STANDARD EQUIPMENT -Engine enclosure - lockable -Extended life antifreeze (-37C, -34F) -Work tool coupler -Hydraulic oil level sight gauge -Radiator coolant level sight gauge -Radiator expansion bottle -Cat ToughGuard TM hose -Heavy duty flat faced quick disconnects -with integrated pressure release -Split D-ring to route work tool hoses -along side of left lift arm -Variable speed hydraulic cooling fan -Per SAE J818-2007 and EN 474-3:2006 and -ISO 14397-1:2007

MACHINE SPECIFICATIONS

262D3 SSL DCA6A	588-9186	$79,839.14
262D3 SKID STEER LOADER	512-4262	$0.00
CAB PACKAGE, ULTRA	588-9091	$0.00
RIDE CONTROL	556-5899	$0.00
BATTERY,EXTRA HD,DISC,1000 CCA	568-5603	$0.00
REAR LIGHTS	356-6082	$0.00
DOOR, CAB, POLYCARBONATE	539-8061	$0.00
SEAT BELT, 2"	542-6994	$0.00
PRODUCT LINK, CELLULAR PL243	566-7115	$0.00
CERTIFICATION ARR, P65	563-1163	$0.00
HEATER, ENGINE COOLANT, 120V	345-3556	$0.00
COUNTERWEIGHT,MACHINE,EXTERNAL	345-5148	$0.00
LANE 2 ORDER	0P-9002	$0.00
TIRES, 12X16.5 CAT 14PR XD	252-0347	$0.00
INSTRUCTIONS, ANSI, USA	512-3741	$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	$0.00
FILM, SELF LEVEL, ANSI	435-9238	$0.00
FILM, RIDE CONTROL, ANSI	422-3445	$0.00
SHIPPING/STORAGE PROTECTION	0P-2266	$0.00
PACK, DOMESTIC TRUCK	0P-0210	$0.00
COLD PLANER, PC306, 42GAL TANK	529-5791	$25,360.65
HAMMER, H65S	561-2552	$13,403.25
BRACKET, SSL, MD-LG	532-9250	$0.00
LINES, H55-H65, SSL	269-7271	$0.00
BUCKET-GP, 80", BOCE	279-5377	$0.00

WARRANTY & COVERAGE

Standard Warranty:	24 MONTHS / 2,000 HOURS FULL MACHINE
Extended Coverage:	36 MO/3000 HR PREMIER
CSA	36 MO / 1,500 HOURS PARTS ONLY (CFAS NAT'L OFFER)

SELL PRICE $118,603.04

EXT WARRANTY	Included
CSA	Included
SOURCE WELL MACHINE DISCOUNT 21%	($24,906.63)
MACHINE DELIVERY AND PREP	$2,000.00
ADDED 36 MO/3000 HR PREMIER WARRANTY	$2,000.00
NET BALANCE DUE	**$97,696.41**
TIRE FEE	$7.00
SALES TAX (9.25%)	$9,036.92
AFTER TAX BALANCE	**$106,740.33**

F.O.B/TERMS:

ADDITIONAL CONSIDERATIONS

- Lead Time TBD

Accepted by_____ **on** _____

_____

Signature

Approve and Authorize Purchase Order with Quinn Company for Heavy Equipment for the Water Division

Public Works and Transportation Committee Meeting
October 26, 2021

City Council
November 16, 2021

Chris Peyton
Water Operations Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute a Purchase Order with Quinn Company for heavy equipment for the Water Division in the amount not to exceed $407,128.75

BACKGROUND

- The City of Oxnard's Water Division delivers over 20 million gallons per day of safe and reliable potable water supply to customers
- The City's transmission and distribution pipelines experience leaks requiring emergency repair by Water Distribution Operators
- Heavy equipment, such as a backhoe and skid steer, are necessary to complete infrastructure repairs and maintenance

DISCUSSION

- December 2011: California Air Resource Board updated emission standards for Off-road diesel-powered vehicles and heavy equipment, allowing additional time for compliance based on age of fleet

- City's Fleet Division identified three heavy equipment assets that required replacement: 1988 Massey-Ferguson Backhoe, 2006 John Deere Front Loader, 2005 John Deere Skid Steer

- Due to current operational efficiencies and cost savings, the Water Division proposes replacing the front loader with a backhoe

- In summary, the Water Division proposes to purchase two (2) Caterpillar Backhoes and one (1) Caterpillar Skid Steer

DISCUSSION

- The City participates in the cooperative procurement agreement "Sourcewell"
- Sourcewell provides discounted pricing on Caterpillar equipment through manufacturer contract #032119-CAT
- The purchase of the following heavy equipment items are proposed:

Heavy Equipment	Quantity	Manufacturer	Total Cost
Backhoe	2	Caterpillar, Inc.	$300,388.42
Skid Steer	1	Caterpillar, Inc.	$106,740.33
Total			$407,128.75

DISCUSSION

Caterpillar Backhoe

Caterpillar Skid Steer

FINANCIAL IMPACT

- The total cost for this heavy equipment purchase with Quinn Company is $407,128.75

- The cost will be funded from available appropriations in the Water Operating Fund 601 (account 601-6002-891-8606)

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.

Questions?

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