

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.



AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
March 8, 2022

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: 857 5257 9945**
- 3. Passcode: 696061**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom calling in steps listed above. Once the Mayor calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.

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](https://www.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 the item is announced, members of the public shall have three minutes to register or otherwise be recognized for the purpose of providing public comment. During this three-minute time period, public comments may be taken and the City Council or staff may discuss the item being considered or briefly respond to public 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

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)

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.

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 February 22, 2022 regular meeting as presented.

Legislative Body: Public Works & Transportation Committee

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Agreement A-8436 with Howden Roots LLC, for Wastewater Blower Services. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following for a total of \$257,989.85 in project funds for wastewater blower maintenance and repair services:

1. Agreement A-8436 with Howden Roots LLC, in the amount of \$224,339 through a term of December 31, 2022; and

2. A 15% Project contingency in the amount of \$33,651.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/5FerP95b2Vk>

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Report of Stormwater Diversion Into the Oxnard Wastewater Treatment Plant (OWTP) for Recycled Water Use. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee receive and file a report on the diversion of stormwater to the sanitary sewer for the purpose of increasing available source water for the Advanced Water Purification Facility (AWPF).

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

Legislative Body: Public Works and Transportation Committee

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Agreement A-8443 to Oilfield Electric Company for On Call Electrical Repair, Maintenance and Replacement Services Project Specification No. PW 22-69. (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-8443 with Oilfield Electric Company in the amount not to exceed \$750,000 for a three-year term for the On Call Electrical Repair, Maintenance and Replacement Services Project Specification No. PW 22-69.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/98HH2h-bigg>

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Fire Hydrant Operations Report (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee receive and file the Fire Hydrant Operations report.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/49glgW4v-B0>

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: March 8, 2022
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 February 22, 2022 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 02 22 2022 Public Works & Transportation

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
February 22, 2022

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 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 Bert Perello and Member Vianey Lopez were present via videoconference. Member John C. Zaragoza was present in person.

Staff members present in person were Paul Early, Assistant City Attorney; and Rose Chaparro, City Clerk.

Staff members that participated via videoconference were Alexander Nguyen, City Manager; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Eric L. Storrie, Special Districts Manager; Omar Castro, Water Division Manager; Jan Hauser, Wastewater Division Manager; Luis Ortega, Wastewater Management Analyst; Kevin Thompson, Parks Manager; Brian Allen, Maintenance Services Manager; and Todd Vasquez-Housley, Environmental Resources 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 February 8, 2022 regular meeting as presented.

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

D. REPORTS

1. Public Works Department

SUBJECT: Channel Islands Water Quality and Quality Assurance Project Plan (QAPP) Report. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council receive and file a report on water quality monitoring efforts in the Channel Islands Harbor.

Michael Wolfe, Public Works Director, introduced Steve Howlett, Assistant Public Works Director and Eric L. Storrie, Special Districts Manager who presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

2. Public Works Department

SUBJECT: Fifth Amendment to Agreement A-7950 with NBS Government Finance Group for Assessment District Consulting Services. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Fifth Amendment to Agreement A-7950 with NBS Government Finance Group (NBS) in the amount of \$380,200 and a total not-to-exceed amount of \$1,503,965 and extending the term to June 30, 2023 with the option of two additional one-year extensions for ongoing administrative services for Landscape Maintenance Districts (LMDs) and on-call formation services of Community Facilities Districts (CFDs).

Eric L. Storrie, Special Districts Manager, answered the Committee's questions. Public comments were received from Alicia Percell, Aaron Starr, and Jim McCarthy. Discussion ensued among the Committee and staff.

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

3. Public Works Department

SUBJECT: Agreement A-8431 with Executive Facilities Services, Inc. for Custodial Services at Various City Locations. (0/5/5)

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

1. Mayor to execute Agreement A-8431 with Executive Facilities Services, Inc., for a term of one year with the option to extend for two consecutive periods of one year each upon the written agreement of both parties for a maximum possible contract term of three (3) years, and for a total contract not-to-exceed amount over the entire possible contract term of \$735,000 to provide custodial services for the Water Campus, Blending Stations 3, 4 and 5, Wastewater Treatment Plant, Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station (Del Norte); and

2. Purchasing Agent to execute amendments to extend the term of Agreement A-8431 up to a total maximum term of three (3) years.

Michael Wolfe, Public Works Director and Omar Castro, Water Division Manager answered the Committee's 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: Perello, Lopez, and Zaragoza voted in favor; the motion carried 3-0.

4. Public Works Department

SUBJECT: Agreement A-8440 with South Coast Industrial Door, Inc. for Roll-Up Door Maintenance and On-Call Repair Services Specification No. PW 22-71. (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-8440 with South Coast

Industrial Door, Inc. in the amount of \$750,000 for a three year term for the Roll-Up Door Maintenance and On-Call Repair Services Specification No. PW 22-71.

Paul Early, Assistant City Attorney, answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

5. Public Works Department

SUBJECT: Agreement A-8438 with Garcia's Landscaping Maintenance Inc. for On-Call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services Specification No. PW 22-73. (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-8438 with Garcia's Landscaping Maintenance Inc. in the amount of \$1,000,000 for a three year term for On-Call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services Specification No. PW 22-73.

Michael Wolfe, Public Works Director, answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Chair Perello, seconded by Member Zaragoza, 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

Chair Perello requested data on the City's boundaries.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:38 p.m.

ROSE CHAPARRO

City Clerk

BERT E. PERELLO

Chair



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: March 8, 2022

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement A-8436 with Howden Roots LLC, for Wastewater Blower Services. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following for a total of \$257,989.85 in project funds for wastewater blower maintenance and repair services:

1. Agreement A-8436 with Howden Roots LLC, in the amount of \$224,339 through a term of December 31, 2022; and
2. A 15% Project contingency in the amount of \$33,651.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/5FerP95b2Vk>

BACKGROUND

The Oxnard Wastewater Treatment Plant (OWTP) treats approximately 17 million gallons of wastewater per day. The treatment process consists of preliminary treatment, primary treatment, secondary treatment, solids processing, chlorination and dechlorination, and ocean discharge. During the 1990s expansion of the OWTP, an activated sludge system was constructed to enhance treatment capabilities. This included the addition of six activated sludge tanks (ASTs), and the installation of five Turblex high-speed blowers. These blowers introduce air into the activated sludge through an aeration grid located within the ASTs. This enhances bacterial consumption of organic material, producing a higher level of wastewater treatment.

These specialized blowers have been in continuous service for over 30 years. These units were last serviced in 2020, during which it was recommended the blowers receive new high speed shafts and impellers with their next Class II service. As part of the work warranty for the blowers, original equipment manufacturer (OEM) parts must be used. Turblex, Inc., a subsidiary of Howden Roots, is the sole provider of Turblex OEM blower parts.

DISCUSSION

On November 18, 2021, the Public Works Department released a notice inviting bids PW 22-50 for wastewater blower maintenance and repair services. Scope and specifications for PW 22-50 called for OEM parts with each service. Due to this requirement, it became apparent that only Howden Roots was able to supply the

necessary OEM parts and meet the requirements of the scope and specifications. Therefore, it became necessary to cancel PW 22-50 and pursue a negotiated contract with Howden Roots, LLC.

Through this contract, Howden shall provide a Class II service to all five blowers, including the replacement of high speed shafts and impellers. A Class II service includes, but is not limited to a thorough inspection and replacement of major internal components including rotating units, bearings, seals, and control mechanisms, if necessary. A 15% contingency for this project is requested for unforeseen circumstances, which can include additional blower repair work as a result of inspection and the cost of the complex parts and equipment.

Repairs are anticipated to be completed by December 31, 2022, and once completed, the Wastewater Division expects the life of the blowers will be greatly extended. Furthermore, the efficiency of the overall air production and energy consumption will significantly improve.

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 cost for this agreement with Howden Roots LLC, shall not exceed \$257,989.85, and is being funded from existing appropriations in the approved Fiscal Year 2021-22 budget from the Wastewater Operating Fund 621 (accounts 621-6205-842-8209 and 621-6205-891-8606). This cost includes a 15% contingency in case of unforeseen conditions.

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. A-8436 Howden USA Company PW 22-50R
2. Presentation

**CITY OF OXNARD CONTRACT FOR
WASTEWATER BLOWER MAINTENANCE AND REPAIR SERVICE PROJECT
SPECIFICATION NO. PW 22-50R**

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 HOWDEN USA COMPANY ("Contractor"). Contractor's license number is not applicable.

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, Exhibits, Addendum No. 1, filled in Designation of Subcontractors, filled in Industrial Safety Record Form, Plans, Standard Plans, the 2018 edition of the Standard Specifications for Public Works Construction and the 2019 Errata No. 1 to the Standard Specification for Public Works Construction 2018 Edition (collectively the "Greenbook" or "SSPWC") except for Sections marked within the General and Special Provisions as exempt, Reference Specifications, insurance documentation, Bonds, the City business license, permits from regulatory agencies, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as WASTEWATER BLOWER MAINTENANCE AND REPAIR SERVICE PROJECT, Specification No. PW 22-50R ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of two hundred twenty-four thousand, three hundred thirty-nine dollars (\$224,339.00) in accordance with the rates and prices attached hereto as Exhibit A and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every

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

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

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

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

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

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

[signatures on following page]

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

CITY OF OXNARD

HOWDEN USA COMPANY

☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ Michael L. Wolfe, P.E., Public Works Director

Peter Mark Sanders, C.E.O.² Date

Mark Paul Lehman, Secretary Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

Exhibit INS-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. A-8436
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, agents, 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, agents, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-I or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5 The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, agents, 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, agents, employees and volunteers, or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

(MM/DD/YY)

ISSUE

DATE

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8436
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:		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)		
TYPE OF INSURANCE		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:		
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS		
☐ Claims Made Retroactive Date _____ ☐ Occurrence				
COVERAGES				
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____				
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:				
1. INSURED. The City, its City Council, 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 City Council, 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. A-8436 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () Date Signed _____		

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to HOWDEN USA COMPANY located at 900 West Mount Street, Connersville, IN 47331 ("Principal"), a contract (the "Contract") for the Work described as WASTEWATER BLOWER MAINTENANCE AND REPAIR SERVICE PROJECT Specification No. PW 22-50R.

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

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of two hundred twenty-four thousand, three hundred thirty-nine dollars (\$224,339.00), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to HOWDEN USA COMPANY located at 900 West Mount Street, Connerville, IN 47331 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as WASTEWATER BLOWER MAINTENANCE AND REPAIR SERVICE PROJECT, Specification No. PW 22-50R.

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 two hundred twenty-four thousand, three hundred thirty-nine dollars (\$224,339.00), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

EXHIBIT A RATES AND COSTS

Rates below shall include full compensation to furnish all necessary labor, materials, equipment and other incidental and appurtenant Work as more fully described in the Special Provisions and as directed by the Project Manager.

Location: Oxnard, California
 Model: KA5-V-GA200
 Serial Number(s): 62002445
 Description or Scope: Class II

Labor		
Monday-Friday:10 hours/day, Saturday:8 hours/day		
Total Days Required for Job Completion (Working and Standby Days)		24
Quantity of Persons		1
Total Hours Required for Job Completion		224
Monday thru Saturday, first 40 hours: Total Hours: 146, FST rate, \$175/hour	Included	
Monday thru Saturday, over 40 hours: Total Hours: 54, FST rate, \$265/hour	Included	
Standby rate: Total Hours: 24, FST rate, \$175/hour	Included	
Travel		
Airfare	Included	
Roundtrip Travel Labor	Included	
Meal Expense (24 days on site including weekends, 2 days travel; per person)	Included	
Lodging, Incidental, and Transportation Expenses	Included	
Toolbox Freight		
Project Coordination	Included	
Estimated Service Total		\$58,460
Equipment/Parts		
Required Equipment/Parts for 5 Class II services include:		
Quantity	Part #	Description
7	89411938	Slide sheet
10	9330551079	Support
95	9330551897	Bushing IGV 172-208
95	KA5D0025	Bushing for IGV inner
5	89412241UZ	O-ring
5	9362030588	Shim for T226/T208
5	GL210T0092	Shim for thrust bearings
5	9330552275	Seal ring
5	9331061086	Oil filter cartridge
5	9331062380	O-ring for oil filter S330
1	300031	Cleaning Kit A
2	300032	Cleaning Kit B
Class II Services Parts Total		\$13,266
Qty 5, Rotor Complete, Part # 9330522720 Total		\$147,355
Estimated Overall Total (includes payment and performance bond per agreement)		\$224,339

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets, highways, or bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy this page and attach that additional page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)* ³

Bidder's Name: _____

Signature: _____

Title: _____

Print: _____

Date: _____

Signature: _____

Title: _____

Print: _____

Date: _____

³ *The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b). Bidders are instructed to review General Provisions Section 3-2 "*SELF PERFORMANCE*" for the percentage of Contract Work required of the Contractor.

INDUSTRIAL SAFETY RECORD FORM

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

	2022 (so far)	2021	2020	2019	2018	2017	Total
Number of contracts							
Total dollar amount of contracts (in thousands)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

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

Contractor's Name: _____

Signature: _____

Title: _____ Date: _____

GENERAL PROVISIONS

SECTION 0. GREENBOOK

0-1 INCORPORATION

The 2018 edition of the Standard Specifications for Public Works Construction and the 2019 Errata No. 1 to the Standard Specification for Public Works Construction 2018 Edition (collectively the “Greenbook” or “SSPWC”) available on the date plans were signed by the Engineer (or if there are no such signed plans, the time of Bid opening) are incorporated herein by this reference, except for Sections 1-7.2, 2-1, 3-1, 3-2.2, 3-3, 3-12.6.3, 5-3.2.1, 5-3.3, 5-3.4, 5-46-1.1.2, 6-4.1, 6-4.4, 7-2.4, 7-3, and 9-3.4. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

The SSPWC is promulgated by Public Works Standards, Inc. This publication is available for purchase from BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, (800) 873-6397, www.bnibooks.com. This publication is copyrighted and the City will not provide copies.

0-2 CAPITALIZATION OF DEFINED TERMS

Unless otherwise capitalized, capitalized words within these Contract Documents may be defined terms in either the Greenbook or Section 1-2 of these General Provisions.

0-3 NUMBERING OF GENERAL PROVISIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Greenbook. Additional standard provisions are in Sections 9 and 10. If grant provisions apply, they will be in Sections 11 through 99. The Special Provisions will be numbered as Sections 1000 through 9999. Subsections of architectural and/or other work may be numbered according to the Construction Specifications Institute (CSI) format.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are in addition to the terms already listed in the Greenbook.

Business Day – Any day that City Hall is open for business.

Calendar Days – See “Days” in Greenbook.

City – the City of Oxnard.

Contract Term – The time period listed in the Contract.

Contract Unit – A single unit of an item of Work.

County – County of Ventura, California

Inspector – An inspector of the City.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Payment Bond – A type of Bond issued by a Surety to guarantee that a contractor's subcontractors and material suppliers on a project will be paid. A Payment Bond is also often called a "labor and materials Bond."

Performance Bond – A type of Bond issued by a Surety to guarantee the full and satisfactory completion of a project by a contractor.

Project – See "Work" in Greenbook.

Project Manager – the Public Works Director's designee responsible for this particular Project.

Submittal – Any drawing, calculation, specification, data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

WIP – Work in place.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are already listed in the Greenbook, and the definitions below amend the definitions in the Greenbook.

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

Contract Documents – As defined in Greenbook Section 1-2, but also including the General Provisions, filled in Designation of Subcontractors, filled in Industrial Safety Record Form, insurance documentation and Contractor's City business license,

Working Day – Any day within the Contract Term other than:

- a) Saturday,
- b) Sunday,
- c) Regarding Work on major highways, between the hours of 7:00 p.m. and 7:00 a.m. of the following Calendar Day,
- d) Regarding a Street, before 8:30 a.m. or after 3:30 p.m.,
- e) Regarding any other Task site, before 7:00 a.m. or after 6:00 p.m.,

- f) Any day designated as a holiday by the Agency,
- g) Any other day designated as a holiday in a master labor agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association,
- h) Any day the Contractor is prevented from working at the beginning of the Working Day for cause as specified in Section 6-4.1, and
- i) Any day the Contractor is prevented from working during the first five (5) hours with at least sixty percent (60%) of the normal Work force for cause as specified in Section 6-4.1.
- j) Any days and hour restrictions stipulated on Special Provisions.

1-3 ABBREVIATIONS.

1-3.1 General [see Greenbook].

1-3.2 Common Usage.

The abbreviations listed in Greenbook Section 1-3.2 shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
SSS.....	State of California Standard Specifications, latest edition, Department of Transportation
SSP.....	State of California Standard Plans, latest edition, Department of Transportation
MUTCD.....	California Manual of Uniform Traffic Control Devices, latest edition

1-3.3 Institutions.

The institutions listed in Greenbook Section 1-3.3 shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN.....	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
AGCC	Associated General Contractors of California
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric & Electronic Engineers
NFPA	National Fire Protection Association
VCAPCD.....	Ventura County Air Pollution Control District

1-4 UNITS OF MEASURE.

1-4.1 General [see Greenbook].

1-4.2 Units of Measure and Their Abbreviations [see Greenbook].

1-5 SYMBOLS [see Greenbook].

1-6 BIDDING AND SUBMISSION OF THE BID.

1.6.1 General. [see Greenbook].

1-6.2 Subcontractor Listing [see Greenbook].

1-7 AWARD AND EXECUTION OF CONTRACT.

1-7.1 General. [see Greenbook].

1-7.2 Contract Bonds.

Greenbook Section 1-7.2, which is not incorporated, shall be completely replaced with the following:

“Before execution of the Contract, the Bidder shall file Surety Bonds with the City in the amounts and for the purposes noted below. Bonds issued by a Surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the City. Bonds from all other Sureties shall be accompanied by all of the documents enumerated in the Code of Civil Procedure Section 995.660(a). The Bidder shall pay all bond premiums, costs, and incidentals.

Each Bond shall incorporate by reference the Contract and be signed by both the Bidder and the Surety. The signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two (2) good and sufficient Surety Bonds. The Payment Bond shall be for not less than one hundred percent (100%) of the Contract Price. The Payment Bond shall be to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Contractor shall maintain the Payment Bond in full force and effect until the Project is accepted by the City and until six (6) months after either the period in which a stop payment notice may be given under Civil Code Section 9356 or all claims for materials and labor are paid, whichever shall be later in time.

The Performance Bond shall be for one hundred percent (100%) of the Contract Price to guarantee faithful performance of all Work within the time prescribed in a manner satisfactory to the City and that all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect for one (1) year from the date of recordation of the Notice of Completion.

Should any Bond become insufficient or any Surety give notice of pending liquidation, the Contractor shall renew the Bond within ten (10) Calendar Days after receiving notice from the City. Should any Surety give notice of pending liquidation, the Contractor shall send a copy of the entire notice within five (5) Calendar Days of receiving the notice and shall obtain a new Bond within ten (10) Calendar Days after receiving the notice.

Should any Surety at any time be unsatisfactory according to the rules listed within this Section, the City will notify the Contractor in this regard. No further payments shall be deemed due or will be made under the Contract until a new surety qualifies and is accepted by the City.

Changes in the Work or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or the Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney (as well as a photocopy of each Bond). Other than for a Bid Bond, Contractor may not provide a deposit in lieu of any Bond. Each Bond shall be executed by an admitted surety insurer. Nothing herein shall abridge or amend Greenbook Section 3-13.3 or the related provisions in these Contract Documents.”

SECTION 2. SCOPE OF THE WORK

2-1 WORK TO BE DONE.

Greenbook Section 2-1, which is not incorporated, shall be completely replaced with the following:

“Upon the City’s issuance of the Notice to Proceed, the Contractor shall perform all Work necessary to complete the Project in accordance with the Contract Documents. Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work. The Contractor shall not be allowed to begin any construction, reconstruction, erection, alteration, restoration, improvement, painting, repainting, demolition and/or repair Work at the Project site before the issuance of the Notice to Proceed. Between the period of the Notice of Award and Notice to Proceed, the Contractor shall process Shop Drawings and begin procuring equipment and materials.”

2-2 PERMITS.

Greenbook Section 2-2, which is not incorporated, shall be completely replaced with the following:

“Before starting any construction work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits and any permits required from all other agencies. Should this Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work can commence on this Project. Contractor shall bear all cost for fees for all agencies except for the City’s permit fees.

The Contractor and all Subcontractors shall each obtain a City Business License and shall be licensed in accordance with the California Business and Professions Code. The Contractor and all Subcontractors shall bear all costs for their City Business Licenses.”

2-3 RIGHT-OF-WAY,

The last sentence of the Greenbook Section 2-3 shall be completely replaced with the following:

"The Contractor shall conduct all of its activities and operations within the rights of way provided by the City or within the confines of public thoroughfares. The Contractor shall not allow its employees to use private property for any reason or to use water or electricity from such property without written permission from the property owner.

If, for any reason, the Contractor elects to encroach upon other lands, it shall first obtain written permission from the owner and provide evidence of such permission in writing to the Engineer prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold the City harmless from all claims or suits for damages occasioned by such work or activity, whether done in compliance with this subsection and with permission from the owner or in violation of this subsection without permission from the property owner."

2-4 COOPERATION AND COLLATERAL WORK.

The following paragraph shall be added to the end of Greenbook Section 2-4:

"The Contractor shall be responsible for coordinating all Work with the City's street sweeping, solid waste collection, street maintenance contractors, Police and Fire Departments, utility companies' crews, other City Public Works projects, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made for this purpose."

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES [see Greenbook].

2-5.1 General.

The following paragraph shall be added to the end of Greenbook Section 2-5.1:

"The Contractor and its Subcontractors and suppliers shall not start, operate, move, or idle their equipment prior to the time specified for starting work each Working Day unless otherwise approved by the Engineer."

2-5.2 Temporary Utility Services [see Greenbook].

2-5.3 Crushing and Screening Operations [see Greenbook].

2-5.4 Haul Routes.

Greenbook Section 2-5.4, which is not incorporated, shall be completely replaced with the following:

"The Contractor must provide the Project Manager with a haul route plan, which must be approved by the Project Manager before anyone uses any haul routes on the Project. Further detail requirements for haul traffic may be delineated in the Special Provisions."

2-6 CHANGES REQUESTED BY THE CONTRACTOR [see Greenbook].

2-7 CHANGES INITIATED BY THE AGENCY.

The following paragraph shall be added to Greenbook Section 2-7:

“The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the Project Manager, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.”

2-7.1 General.

The following paragraph shall be added to Greenbook Section 2-7.1:

“The reference to “additive” and “deductive” changes in this Section shall be related to changes made within the scope of the Project.”

2-8 EXTRA WORK.

Greenbook Section 2-8, which is not incorporated, shall be completely replaced with the following:

“New and unforeseen work will be classed as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the Project Manager. All provisions of these Contract Documents shall apply to the Contractor and its Subcontractors as they perform the Extra Work, except for those provisions expressly addressed in Greenbook Section 2-8, this Section 2-8 of the General Provisions, and the Special Provisions.”

2-9 CHANGED CONDITIONS [see Greenbook].

2-10 DISPUTED WORK [see Greenbook].

SECTION 3. CONTROL OF THE WORK

3-1 ASSIGNMENT.

Greenbook Section 3-1, which is not incorporated, shall be completely replaced with the following:

“No Contract or portion thereof or Notice to Proceed or portion thereof may be assigned without consent of the Board, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the Board to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the Agency and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the Agency for completion of the Work, should the Contractor be in default.

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning the Bonds to the assignee without any reduction, or the assignee supplying new Bonds (with a photocopy of each Bond) in the amounts originally required under the Contract Documents; (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents; (3) a copy of the assignee's City business license; and (4) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required on this Project. Until the Surety assigns the Bonds or the assignee supplies new Bonds, the assignee supplies all required insurance, and the assignee provides a copy of its City business license, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract."

3-2 SELF PERFORMANCE *[see Greenbook].*

See Special Provisions for Work that will be considered "Specialty Items".

3-3 SUBCONTRACTORS.

The third paragraph of Greenbook Section 3-3, which is not incorporated, shall be completely replaced with the following:

"In addition to the requirements of 3-3, before the Work of any Subcontractor is started, the Contractor shall submit to the Engineer for approval a written statement listing the name, contractor license number, DIR registration number, phone number and business address of each Subcontractor and a description of the type of Work and value of each portion of the Work to be so subcontracted."

3-4 AUTHORITY OF THE BOARD AND THE ENGINEER

Greenbook Section 3-4, which is not incorporated, shall be completely replaced with the following:

"The Engineer shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and Work performed as to the manner of performance and rate of progress of the Work, and any and all questions which may arise as to the interpretation of the Plans and Specifications. The Engineer shall likewise decide any and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to claims and compensations.

The Contractor may appeal any such decision made by the Engineer by emailing the Public Works Director, copying on that same email the Engineer, requesting reconsideration of the Engineer's decision. The appeal must contain: a clear explanation of the decision and how it impacts the rest of the Project; a clear explanation of the Contractor's concern regarding this decision; and all relevant facts and references related to this appeal. The appeal must be complete at the time of submission; the appeal may not be supplemented after submission. The

Public Works Director must receive the appeal no later than 5:00 p.m. of the second Calendar Day following the date of the Engineer's latest notice to the Contractor regarding the decision that Contractor wishes to appeal. Upon receipt of the appeal request, the Public Works Director or his or her designee shall review the email and all other information provided by the Contractor. The Public Works Director or his or her designee shall email the Contractor the decision, which shall be final. The procedures and time limits set forth in this Section are mandatory and are the Contractor's sole and exclusive remedy in event of a decision by the Engineer with which the Contractor disagrees. The Contractor's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the disagreement regarding the Engineer's decision, including filing a California Government Code claim or initiating any other legal proceedings.

For the purposes of routine and normal Supervision and coordination of Work, the Project Manager is the City's authorized representative for all Work within the scope of this Contract."

3-5 INSPECTION.

The following paragraph shall be added to Greenbook Section 3-5:

"The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required."

The second sentence of Greenbook Section 3-5, which is not incorporated, shall be completely replaced with the following:

"The Contractor shall notify the Engineer 48 hours in advance of the start of the Work."

3-6 THE CONTRACTOR'S REPRESENTATIVE.

The following paragraph shall be added to Greenbook Section 3-6:"Contractor's representative or alternate shall be available after normal working hours to respond to circumstance that arise within 30 minutes of being contacted by the City Inspector or Project Manager. The representative or alternate shall not be replaced without written notice to the City, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. Lack of supervision will be grounds for a Stop Work notice issued by the City, in which case no Work will be performed unless proper supervision is provided."The failure of the designated representative(s) to faithfully prosecute the Work, including, but not limited to, failure to adhere to the Contractor's construction schedule shall be deemed grounds for removal from the Work per 5-3.1.

3-7 CONTRACT DOCUMENTS.

3-7.1 General.

The following shall be added to Greenbook Section 3-7.1:

"The Contractor shall maintain a control set of Plans, Specifications and any other drawings on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on said control set to show the as-built conditions. These control set of Plans shall also be edited for all Addenda, Requests for

Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. These documents shall be kept up to date with the progress of the Work. Upon completion of all Work, the Contractor shall return the control set to the Project Manager. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not individually mentioned in the Bid sheets, the Contractor is required to complete the Work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a Work feature shall be incidental to the Bid items.”

The last paragraph of Greenbook Section 3-7.1, which is not incorporated, shall be completely replaced with the following:

“The Contractor shall examine and compare the Contract Documents with each other and with the other information made available to the Contractor by the City and shall immediately notify the Engineer of any errors, inconsistencies, or omissions discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without notice to the Engineer, the Contractor shall assume responsibility for such performance and for the full costs for correction.

The Contractor shall perform field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Engineer immediately.”

3-7.2 Precedence of the Contract Documents.

Greenbook Section 3-7.2, which is not incorporated, shall be completely replaced with the following:

“The order of precedence of the documents shall be as follows (with number 1 governing over number 2, etc.):

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Contract.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/ Proposal.
8. Plans.
9. Special Provisions.
10. General Provisions.
11. City Standard Plans.
12. SSP.
13. Greenbook.
14. Reference Specifications.

All of the aforementioned documents are incorporated herein by this reference.

3-8 SUBMITTALS [see Greenbook].

3-8.1 General

The second paragraph of Greenbook Section 3-8.1, which is not incorporated, shall be completely replaced with the following:

“The Contractor shall allow a minimum of twenty (20) Working Days for each submittal review, unless otherwise approved by the Engineer. Review periods are not cumulative. The aforementioned time frames begin anew upon each submission whether the initial submission or a resubmission after a prior review by the Agency. Each set of submittals shall be accompanied by a letter of transmittal describing exactly what is being transmitted.

Submittals shall be submitted to:

City of Oxnard
305 W. Third St, East Wing, 2nd Floor
Oxnard, CA 93030
Attention: Project Manager

No work shall begin on the respective items of Work which require a submittal until the submittals for those items of Work have been approved in writing by the City and, for those requiring their approval by a jurisdictional agency (agencies). The City will receive, forward and coordinate the review of submittals with the jurisdictional agency (agencies).”

3-8.2 Working Drawings [see Greenbook].

3-8.3 Shop Drawings [see Greenbook].

3-8.4 Supporting Information [see Greenbook].

3-8.5 Installation Instructions [see Greenbook].

3-8.6 Manufacturer’s Operation, Maintenance, and Warranty Instructions [see Greenbook].

3-9 SUBSURFACE DATA.

The following shall be added to Greenbook Section 3-9:

“If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. It is the Contractor’s sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error,

omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.”

3-10 SURVEYING.

3-10.1 General.

Greenbook Section 3-10.1, which is not incorporated, shall be completely replaced with the following:

“The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The City does not provide AutoCAD files. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. Said surveying and staking shall be performed by a land surveyor, licensed to perform said work in the State of California. All surveying Work must conform to the Professional Land Surveyors’ Act (Business and Professions Code Section 8700 *et seq*). The Contractor shall provide the Engineer with the results of the survey before proceeding. All Project surveying notes and “cut-sheets” are to be provided to the City after the completion of each surveying activity, and all final surveying notes shall be provided before final payment to the Contractor. All survey work shall be performed to the satisfaction of the Engineer.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor’s expense.”

3-10.3 Line and Grade [see Greenbook].

3-10.4 Permanent Survey Markers. [additional to the Greenbook].

“Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that ‘control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control’ until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

The Contractor shall submit to the Engineer a minimum of seven (7) Calendar Days before starting the Work a list of controlling survey monuments that may be disturbed. The Contractor will:

- a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed;
- b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments; and
- c) File a Corner Record or Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

The Contractor is responsible for preservation and perpetuation of existing monuments that control subdivisions, tracts, boundaries, Streets, other rights-of-way, and easements, and those existing monuments that provide survey control, which will be disturbed or removed due to Contractor's Work. Contractor shall provide a minimum of ten (10) Working Days' notice to the Engineer or Surveyor before disturbance or removal of existing monuments. The Contractor shall reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professions Code Section 8771 at its own expense."

3-10.5 Survey Service. [additional to the Greenbook].

"The Contractor will perform and be responsible for the accuracy of surveying adequate for construction. The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement will be performed by the Contractor at its own expense.

The Contractor shall notify the Engineer in writing at least two (2) Working Days before survey information will be required in connection with the laying out of any portion of the Work. The Contractor shall dig all holes necessary for line and grade stakes.

Unless otherwise specified in the Special Provisions, the Contractor will set and station stakes for curbs, headers, sewers, storm drains, structures, and rough grade. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet.

The line and grades for construction will be parallel to and offset from the position of the Work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the Work and shall be responsible for the correctness of same."

3-11 CONTRACT INFORMATION SIGNS .

The following shall be added to Greenbook Section 3-11:

"Contractor shall not advertise or allow advertising at the Project site other than what is printed on trucks and equipment before the Work begins."

3-12 WORKSITE MAINTENANCE.

The following shall be added to Greenbook Section 3-12:

"Thorough clean-up shall be done as Work progresses at the end of each Working Day. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site and cannot be "stockpiled," but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City. The City shall then deduct the cost of its cleaning from the next or any upcoming payments due to Contractor or from Contractor's retention.

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make arrangements for any off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary

storage; however, the Contractor shall be responsible for obtaining any necessary permit from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor."

3-12.1 General [see Greenbook].

3-12.2 Air Pollution Control [see Greenbook].

3-12.3 Noise Control [see Greenbook].

The following shall be added to Greenbook Section 3-12.3:

"A noise level limit of 86 dBA at a distance of 50 feet shall apply to all construction equipment on or adjacent to the Work site or otherwise related to the Work whether owned by the Contractor or not.

To minimize the noise impact of construction, Contractor must properly muffle all construction related vehicles and equipment in accordance with the City's ordinances. The Contractor shall inform the public of proposed construction time frames to minimize potential annoyance related to the construction noise."

3-12.4 Storage of Equipment and Materials.

3-12.4.1 General [see Greenbook].

3-12.4.2 Storage in Public Streets [see Greenbook].

3-12.5 Sanitary Sewers.

3-12.5.1 General [see Greenbook].

3-12.5.2 Sewage Bypass and Pumping Plan [see Greenbook].

3-12.5.3 Spill Prevention and Emergency Response Plan [see Greenbook].

3-12.6 Water Pollution Control.

3-12.6.1 General [see Greenbook].

3-12.6.2 Best Management Practices (BMPs).

The following shall be added to Greenbook Section 3-12.6.2:

“The Contractor will be required to meet the minimum BMPs of providing a Stormwater Management Plan if the Project does not require a SWPPP according to the Ventura County Watershed Protection District. The Contractor shall submit a Best Management Practice (BMP) Plan for containing any wastewater or storm water runoff from the Project site including, but not limited to the following:

1. No placement of construction materials where they could enter Storm Drain system, which includes gutters that lead to catch basins.
2. Checking construction vehicles for leaking fluids.
3. Providing a controlled area for cleaning or rinse-down activities.
4. Monitoring construction activities.
5. Minimizing usage of water.
6. Providing measures to capture or vacuum-up water contaminated with construction debris.
7. Removing any construction-related debris on a daily basis.
8. Protecting Work areas from erosion.
9. Street sweeping at regular intervals required to control dust, debris, sediment and erosion.

The BMP Plan must be approved by the Project Manager before any Work begins. The City will monitor the adjacent Storm Drains and Streets for compliance. Failure of the Contractor to follow the approved BMP Plan will result in immediate clean-up by City and back-charging the Contractor for all costs plus fifteen percent (15%).”

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP).

Greenbook Section 3-12.6.3, which is not incorporated shall be completely replaced with the following: :

“If the nature of the Project requires the Contractor to file a Notice of Intent and SWPPP with the State regulatory agency, the Contractor shall do so. If this is not required, the Contractor shall submit a local SWPPP and a wet weather erosion control plan during the rainy season October 1st to April 15th to comply with City policy regarding storm water management. The Contractor shall take all necessary precautions to minimize storm water pollution and control the pollutants from entering the drainage system as directed by the City’s representative. At any point, a local SWPPP is subject to change if the City determines the inadequacy of the approved SWPPP to address the pollutants of concern. Upon written notification by the City, the Contractor shall submit a revised SWPPP, subject to City approval, within five (5) Working Days following

notification. Failure to do so could result in a stoppage of all Work without an extension in the time for completion of the Work.”

3-12.6.4 *Dewatering.*

The following shall be added to Greenbook Section 3-12.6.4:

“Failure to dewater per Contractor’s approved dewatering plans shall lead to the immediate issuance of a stop notice. Any fees associated with the failure to perform dewatering will be passed onto the Contractor.”

3-12.6.5 *Payment [see Greenbook].*

3-13 *COMPLETION, ACCEPTANCE, AND WARRANTY.*

The following shall be added to Greenbook Section 3-3:

“The Contractor shall complete all Work within one hundred eighty (180) Working Days of the City’s Notice to Proceed.”

3-13.1 *Completion [see Greenbook].*

3-13.2 *Acceptance.*

Greenbook Section 3-13.2, which is not incorporated, shall be completely replaced with the following:

“Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Project Manager’s judgment, the Contractor fully performed the Contract, the Project Manager will accept the Project.

The Project will not be considered complete until all required Work is completed, the Work site is cleaned up in accordance with Greenbook Section 3-12, the General Provisions, and the Special Provisions, and all of the following items have been received by the Project Manager:

1. “Notice of Completion” indicating approval by the City;
2. All written guarantees and warranties;
3. All “as-builts”; and
4. Duplicate copies of all operating instructions and manufacturer’s operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days’ notice for final inspection. Such notice shall be submitted to the Project Manager in writing.”

3-13.3 *Warranty.*

Greenbook Section 3-13.3, which is not incorporated, shall be completely replaced with the following:

“For the purposes of the calculation of the start of the warranty period, the Project shall be deemed to be completed per section 3-13.2. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the Project Manager’s acceptance of the final item on that punchlist.

The warranty period for specific items covered under manufacturers’ or suppliers’ warranties shall commence on the date they are deemed completed per section 3-13-2.

The Contractor shall repair or replace defective materials and workmanship as required by the Engineer at Contractor’s own expense. The Contractor shall make all repairs, replacements, and restorations within thirty (30) Calendar Days of the date of the Project Manager’s written notice, unless that notice shall require such repairs, replacements, and restorations within another time frame. Additionally, the Contractor shall defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects or non-compliance.

No certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor’s obligations under this warranty. Payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor’s expense. If the Contractor fails to reimburse the City for the actual cost, the Contractor’s surety shall be liable for the cost thereof.”

SECTION 4. CONTROL OF MATERIALS

4-1 GENERAL. [see Greenbook].

4-2 PROTECTION.

The following shall be added to Greenbook Section 4-2:

“The Contractor shall continuously maintain adequate protection of all Contractor’s Work from damage. The City will not be held responsible for the care or protection of any material, equipment or parts of Work, except as stated in the Special Provisions.”

4-3 INSPECTION. .

4-3.1 General. [see Greenbook].

4-3.2 Inspection by the Agency. [see Greenbook].

4-3.3 Inspection of Items Not Locally Produced. [see Greenbook].

4-4 TESTING.

4-5 CERTIFICATE OF COMPLIANCE . [see Greenbook].

4-6 TRADE NAMES.

The following shall be added to Greenbook Section 4-6:

“For convenience in designation on the Plans and Specifications, certain materials, products, things, or services incorporated in the Work may be designated under a brand or trade name. The use of alternative materials, products, things, or services that are of equal quality and of the required characteristics for the purpose intended will be allowed, subject to the approval of the Project Engineer, in accordance with Public Contract Code Section 3400 and Greenbook Section 4-6. Unless otherwise stated in writing, the phrase “or equal” shall be assumed after any and all brand and trade names.

If the Contractor requests to substitute an equivalent material, product or thing for a brand or trade name material, product or thing, the burden of proof as to the comparative quality and suitability of the alternative material, product or thing shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Project Engineer, including but not limited to:

- Identification of the material, product or thing and complete manufacturer’s literature that details the substituted material, product or thing.
- The names and addresses of the manufacturer’s representative for the substituted material, product or thing.
- How the substituted material, product or thing would impact the completion date of the project.
- The difference in cost between the substituted material, product or thing and the specified material, product or thing.
- A detailed description of the difference between the substituted material, product or thing and the specified material, product or thing.
- If requested by the City, samples of the substituted material, product or thing.
- The names and addresses of at least five (5) projects where the substituted material, product or thing has been used.

If the Contractor requests to substitute an equivalent service for a brand or trade name service, the burden of proof as to the comparative quality and suitability of the alternative service shall likewise be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Project Engineer, including but not limited to:

- Identification of the service and literature that details the substituted service.
- The names and addresses of the representatives of the substituted service.
- How the substituted service would impact the completion date of the project.
- The difference in cost between the substituted service and the specified service.
- A detailed description of the difference between the substituted service and the specified service.
- The names and addresses of at least five (5) projects where the substituted service has been used.

All requests for substitution shall be submitted, together with all documentation necessary for the Project Engineer to determine equivalence, no later than fifteen (15) Calendar Days following the award of Contract, unless a different deadline is listed in the Special Provisions.”

4-7 WEIGHING AND METERING EQUIPMENT. [see Greenbook].

4-8 CALIBRATION OF TESTING EQUIPMENT. [see Greenbook].

SECTION 5 LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS. [see Greenbook].

5-2 SPECIAL NOTICES. [see Greenbook].

5-3 LABOR.

5-3.1 General. [see Greenbook].

5-3.2 Prevailing Wages.

Greenbook Section 5-3.2 is not incorporated into these Contract Documents.

5-3.2.1 Public Work [additional to the Greenbook].

The Contractor acknowledges that the Project is a “public work” as defined in Labor Code Section 1720 *et seq.*, and that this Project is subject to Labor Code Section 1720 *et seq.*, including without limitation Labor Code Section 1771, and to the rules and regulations established by the Director of the Department of Industrial Relations (“DIR”) implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations (“CCR”). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 *et seq.* and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the life of the Project.

5-3.2.2 Copies of Wage Rates [additional to the Greenbook].

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR’s website at www.dir.ca.gov/. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates all rate changes at each job site covered by these Contract Documents.

5-3.2.3 Job Site Notices [additional to the Greenbook].

The Contractor is required to post job site notices, as prescribed by regulation.

5-3.2.4 Failure to Pay Prevailing Rates [additional to the Greenbook].

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

5-3.2.5 *Apprentices [additional to the Greenbook].*

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations, including notifying approved apprenticeship programs of Contract award, employing apprentices, and paying training fund contributions. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Calendar Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

5-3.2.6 *Debarment or Suspension [additional to the Greenbook].*

The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor or any Subcontractor becomes debarred or suspended throughout the duration of the Project, the Contractor shall immediately notify the City.

5-3.3 *Payroll Records.*

Greenbook Section 5-3.3, which is not incorporated, shall be completely replaced with the following:

“The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which require the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR.”

5-3.4 *Hours of Labor.*

Greenbook Section 5-3.4, which is not incorporated, shall be completely replaced with the following:

"The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, Work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay."

5-3.5 Registration with the DIR *[additional to the Greenbook]*.

"A Contractor or Subcontractor shall not be qualified to bid on, be listed in a Bid proposal (subject to the requirements of Public Contract Code Section 4104), or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered contractor may submit a Bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of the Contract."

5-3.6 Compliance Monitoring *[additional to the Greenbook]*.

"This Project is subject to compliance monitoring and enforcement by the DIR."

5-3.7 Subcontractors *[additional to the Greenbook]*.

"For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Labor Code Sections 1720 *et seq.*, 1860 and 3700, and the Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure."

5-3.8 Debarred or Suspended Subcontractors *[additional to the Greenbook]*.

"The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or 1777.7."

5-3.9 Prevailing Wage Indemnity *[additional to the Greenbook]*.

“To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor’s expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all attorneys’ fees and other related costs and expenses.”

5-3.10 Survival *[additional to the Greenbook]*.

“All duties of the Contractor under this Section 5-3 shall survive expiration or termination of the Contract.”

5-4 INSURANCE *[see Greenbook]*.

Greenbook Section 5-4, which is not incorporated, shall be completely replaced with the following:

“All insurance requirements shall be those listed as an attachment to the Contract. If an insurance document is not included as an attachment to the Contract, the City’s INS-I form shall be incorporated herein by this reference.”

Greenbook Sections 5-4.1, 5-4.2, 5-4.3 and 5-4.4 are not to be incorporated into these Contract Documents.

5-4.5 RESPONSIBILITIES OF THE CONTRACTOR

5-4.5.1 Indemnification *[additional to the Greenbook]*.

“The following indemnity provisions shall supersede the indemnity in Greenbook Section 5-4.”

5-4.5.2 Contractor’s Duty *[additional to the Greenbook]*.

“To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees and agents (collectively “Indemnitees”) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, employees, agents, Subcontractors, material suppliers or any of their officers or agents, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all attorneys’ fees, experts’ fees, and other related costs and expenses (individually, a “Claim,” or collectively, “Claims”). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be

rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable."

5-4.5.3 *Civil Code Exception [additional to the Greenbook].*

"Nothing in this Section shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction."

5-4.5.4 *Nonwaiver of Rights [additional to the Greenbook].*

"Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence."

5-4.5.6 *Waiver of Right of Subrogation [additional to the Greenbook].*

"The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees."

5-4.5.7 *Survival [additional to the Greenbook].*

"The provisions of this Section 5-4 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision."

5-5 *ANTITRUST CLAIMS [see Greenbook].*

5-6 *PATENT FEES OR ROYALTIES [see Greenbook].*

5-7 *SAFETY.*

5-7.1 *Work Site Safety.*

5-7.1.1 *General*

The following shall be added to Greenbook Section 5-7.1.1:

“The Contractor shall be solely responsible for ensuring that all work performed under the Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe Project site.

5-7.1.2 *Work Site Safety Official. [see Greenbook].*

5-7.2 *Safety Orders.*

5-7.2.1 *General. [see Greenbook].*

5-7.2.2 *Shoring Plan. [see Greenbook].*

5-7.2.3 *Payment. [see Greenbook].*

5-7.3 *Use of Explosives. [see Greenbook].*

5-7.4 *Hazardous Substances. [see Greenbook].*

5-7.5 *Confined Spaces.*

5-7.5.1 *Confined Space Entry Program (CSEP) [see Greenbook].*

5-7.5.2 *Permit-Required Confined Spaces. [see Greenbook].*

5-7.5.3 *Payment. [see Greenbook].*

5-7.5.4 *“Tailgate” or Safety Meetings [additional to the Greenbook].*

“The Contractor must submit to the Project Manager a written report by the end of every week of the “tailgate” or safety meeting(s) held by the Contractor and every Subcontractor working on the Project that week. The Contractor may require that every Subcontractor prepare its own weekly “tailgate” or safety meeting reports; however, every week the Contractor is still responsible for getting a copy of each Subcontractor’s report to the Project Manager. Each written report shall include an agenda of the meeting topics, the date, time and location of the meeting, and a list of attendees.”

5-7.6 *Flood Lighting.*

5-7.6.1 *General. [see Greenbook].*

5-7.6.1 *Payment. [see Greenbook].*

5-7.7 *Security and Protective Devices.*

5-7.7.1 *General. [see Greenbook].*

5-7.7.2 *Security Fencing. [see Greenbook].*

5-7.8 Steel Plate Covers.

5-7.8.1 General. [see Greenbook].

5-7.8.2 Thickness. [see Greenbook].

5-7.8.3 Installation. [see Greenbook].

5-7.8.4 Payment. [see Greenbook].

5-7.8.5 Protection of the Public. [additional to the Greenbook].

"It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work or partially removed facilities. Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

The requirements of the State Division of Industrial Safety for trenches, excavations and shoring shall apply to all aspects of this Project. Safety is stressed. Trenches, excavations and other openings, if any, shall be covered at the end of each Working Day. Any operations or situation that threatens the safety of workers or the public, including traffic control not in compliance with the approved traffic control plan and the MUTDC, shall cause the suspension of Work until corrections are made.

The Contractor shall take all actions necessary to protect persons and property at the job site from any injury or damages associated with the Work. Unless otherwise specified, the Contractor shall supervise and direct the Work, and shall be solely responsible for all construction methods and sequences.

Should the Contractor not comply with CalOSHA or federal OSHA safety requirements and the Project Manager find out, he or she may issue a Notice of Noncompliance. If the Project Manager does so, the Contractor will furnish and install additional or different measures at the Contractor's own expense. Should the Contractor refuse or fail to act in a timely manner to correct a hazardous condition, the Project Manager may direct City forces or another contractor to provide the necessary protective and warning devices as deemed appropriate by the Project Manager. The costs incurred by the City will be deducted from the Contractor's next payment and further payments as needed. Any action or inaction on the part of the City in directing attention to the inadequacy of warning and protective measures or providing additional protective and warning devices shall not relieve the Contractor from responsibility for public safety or change the Contractor's obligation to furnish and pay for these devices."

5-7.9 Emergencies [additional to the Greenbook].

"Five (5) Calendar Days before the start of construction operations, the Contractor shall notify the Police and Fire Departments wherein the Project lies, giving the expected starting date, completion date and the name and telephone number of a responsible person who may be contacted at any hour in the event of a condition requiring immediate correction.

Whenever an emergency exists and the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished.

All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for Work stopped by the City to correct an unsafe condition."

5-7.10 Public Notices *[additional to the Greenbook].*

5-7.10.1 Notification to Property Owners and Businesses *[additional to the Greenbook].*

"In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the Street scheduled for the Work. Contractor must get notice approved by the Project Manager before distribution. The Contractor must hand-deliver all notices to adjacent residents, business, and other areas directed by the Project Manager."

5-7.10.2 Residents' Complaints *[additional to the Greenbook].*

"It is critical that residents' complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor, in turn, shall contact the resident, inform the Project Manager within twenty-four (24) hours of the action to be taken, or both, at the Project Manager's discretion."

5-7.10.3 Project Identification Sign *[additional to the Greenbook].*

"The Contractor must furnish portable changeable message signs if required by the City's Traffic Engineer. The Contractor shall program messages and place in location as directed, including periodic relocations as required. The Contractor must keep such signs clean and in good repair."

5-7.11 Access *[additional to the Greenbook].*

"All construction Work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic until the Work called for in the Plans, Greenbook, General Provisions and Special Provisions and as directed by the Project Manager is complete.

Access to Street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for construction that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected."

5-7.12 Traffic [additional to the Greenbook].

"TEMPORARY NO PARKING" signs shall be posted at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the Work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Contractor shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Contractor shall remove all signs within forty-eight (48) hours after the portion of the Work affecting parking is accepted by the City. Should the Contractor fail to pick up signs within this time frame, the Contractor shall be charged a penalty of twenty-five dollars (\$25) per sign per Calendar Day left in the public right-of-way. Said monies will be deducted from any monies due or to become due to the Contractor."

5-7.12.1 Traffic Control Plan (TCP) [additional to the Greenbook]

"All Work shall require maintenance and control of traffic during the construction period. The Contractor shall provide a detailed Traffic Control Plan (TCP) for all phases of construction for review and shall conform to the Greenbook, General Provisions, Special Provisions, the MUTCD, SSS and the SSP and must be approved by the Project Manager before construction. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense and no additional Working Days will be granted.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of the Project. Traffic control shall address parking changes as well. Before the beginning of any Work or if there are changes to the proposed TCP and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the construction zone.

For construction in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into the Project's schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one half (1/2) hour after the schoolday start time and one (1) hour before or one half (1/2) hour after schoolday end time. Contractor shall notify School District of any impacts.

The Contractor shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required or at the end of the Working Day."

5-7.12.2 *Street Closures, Detours, Barricades [additional to the Greenbook]*

"Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Contractor shall contact the City Inspector at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the MUTCD. Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection therewith will be deducted from the Contractor's next payment.

Advance warning signs must be provided with orange warning flags in advance of temporary stop signs. Temporary stop signs are required any time a traffic signal is dark. Temporary stop signs shall be mounted at seven (7) feet height. The Contractor shall post standard "NO STOPPING – CONSTRUCTION ZONE" signs forty-eight (48) hours before construction, not more than fifty (50) feet apart within the Work area, showing the date and time of construction.

The Contractor shall provide advance construction notification sign(s) at each end of the Project limits seven (7) Calendar Days before the start of construction at each site. Notification signs shall include the construction start and completion dates."

5-8 *RECYCLING OF MATERIALS [additional to the Greenbook].*

"Contractor must adhere to the City's recycling plans, which are incorporated by this reference and available through the Project Manager."

5-9 *CONFIDENTIALITY [additional to the Greenbook].*

5-9.1 *Confidential Information [additional to the Greenbook].*

"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, plans, specifications, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, change orders and formulas; or (ii) non-technical information, including without limitation pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans 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 (i) is disclosed to the Contractor or (ii) developed by Contractor at the City's expense."

5-9.2 Information Provided by Contractor *[additional to the Greenbook]*.

"All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City."

5-9.3 Exemptions *[additional to the Greenbook]*.

"Notwithstanding the above, these limitations shall not apply to information: (i) that is already known to Contractor at the time of its disclosure or becomes publicly known through no wrongful act or omission of Contractor; (ii) when such information is communicated to a third party with the express written consent of the City and is not subject to restrictions on further use or disclosure; or (iii) that is required by law to be disclosed to any governmental agency, or required by court order, a court-issued subpoena or other legal process to be disclosed. Before making any such disclosure listed in this paragraph, Contractor shall immediately provide the City with written notice and a reasonable opportunity for the City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is impermissible by law or court order."

5-9.4 Enforcement *[additional to the Greenbook]*.

"Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 5-9.4 may result in irreparable injury to the City."

5-9.5 No Warranties by City *[additional to the Greenbook]*.

"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 Section or for any business decisions made by Contractor in reliance on any Confidential Information disclosed under this Section."

5-9.6 Survival *[additional to the Greenbook]*.

"All duties of the Contractor under this Section 5-9 shall survive expiration or termination of the Contract."

5-10 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

"The Contractor shall mark and protect all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by its operations. This shall be completed and approved by the City Inspector before start of that operation.

Where Contractor damages, wholly or partially removes, or reduces the reflectivity of existing traffic striping, pavement markings, and curb markings, such striping or markings shall also be considered as existing improvements, and the Contractor shall repaint or replace such improvements. Relocations, repairs, replacements, or reestablishments shall be at least equal to the state of the striping, pavement markings and curb markings before Contractor began the Project or to the nearby improvements, whichever is higher quality, and shall match this standard in finish and dimensions unless otherwise specified.

All costs to the Contractor for marking, protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid."

SECTION 6. PROSECUTION AND ACCEPTANCE OF THE WORK

6-1 BASELINE CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

The Greenbook uses the term "construction schedule" but the City prefers the term "baseline construction schedule" in this context; thus, where "construction schedule" appears in Greenbook Section 6-1 or any of its subsections, "baseline construction schedule" is substituted.

6-1.1 Baseline Construction Schedule.

The following shall be added to Greenbook Section 6-1.1:

"Notice to Proceed shall not be issued until the baseline construction schedule documents are submitted to the Project Manager for approval. "Approval" within this Section shall mean the Project Manager ensures the baseline construction schedule meets the start and end dates and meets format requirements; "approval" does not include the Project Manager's assessment of whether the Work can be completed according to that baseline construction schedule."

6-1.1.1 Pre-Construction Meeting [additional to the Greenbook].

"Contractor and the Project Manager shall hold a pre-construction meeting before any Work on the Project commences. Unless previously submitted to the Project Manager, the Contractor shall bring to the pre-construction meeting copies of each of the following:

- 1) The Baseline Construction Schedule.
- 2) Both the daytime and emergency phone numbers of the person or persons who will be designated as Contractor's general construction superintendent or on-site construction manager for the Project.
- 3) A procurement schedule of major equipment and materials and items requiring long lead time.
- 4) Shop drawing/ a sample submittal schedule.
- 5) A preliminary schedule of values (lump sum price breakdown) for progress payment purposes.

The purpose of the pre-construction meeting is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The complete agenda will be furnished to the Contractor before the meeting date. The Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's proposed baseline construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the time in which the Project is being constructed.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining sewage service during construction, including proposed by-passes.
- 8) NPDES requirements, if any.
- 9) Field decisions and Change Orders.
- 10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Labor requirements, including but not limited to prevailing wages.
- 14) Permits.
- 15) Any other item that the Project Manager states is relevant to the meeting."

6-1.1.2 Progress Meetings *[additional to the Greenbook]*.

"Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a three (3) week "look ahead" schedule and a list of what was completed on the Project in the past week for each meeting. The Project Manager will preside at these meetings. As the Work progresses, if it is determined by mutual agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to another schedule."

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2, which is not incorporated, shall be completely replaced as follows:

"The Contract time shall commence upon the date of issuance of the Notice to Proceed. The Work shall start within the time period that the Project Manager states and be diligently prosecuted to completion within the Contract Term."

6-2 PROSECUTION OF THE WORK.

Greenbook Section 6-2, which is not incorporated, shall be completely replaced as follows:

"If the Contractor has fallen behind the approved baseline construction schedule, as modified by such time extension as may have been granted by the City for unavoidable delays, by more than two (2) weeks, the Contractor shall submit a recovery schedule to the Project Manager that exactly indicates measures of schedule recovery including, but not limited to, revised methods

of procurement, revised sequencing of Work, and any additional measures such as increasing the number of personnel, shifts, overtime operations, Working Days and amount of construction equipment until such time as the Work is back on schedule. All costs required to bring the Project back on schedule shall be borne by the Contractor without additional cost to the City.

If the Contractor falls behind the approved baseline construction schedule, as modified by such time extension as may have been granted by the City for unavoidable delays, by more than three (3) weeks, the City can deem that the Contractor is in material breach of the Contract, in which case the Work shall be turned over to the Surety for completion.

Alternatively, if the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may issue an order of noncompliance in any form or manner. If the order is in writing, the Project Manager has the option of listing the steps required to remedy the situation and reasonable deadlines for each step. The Project Manager may also provide that if such steps are not taken within such listed deadlines, then an amount of \$250 per Calendar Day may be assessed for each Calendar Day of delay as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess liquidated damages in accordance with Section 6-9 and in these General Provisions.

These options are available in addition to all other options in the Greenbook or as otherwise legally available.”

6-3 TIME OF COMPLETION.

6-3.1 General. [see Greenbook].

6-3.2 Contract Time Accounting. [see Greenbook].

6-4 DELAYS AND EXTENSIONS OF TIME.

6-4.1 General.

Greenbook Section 6-4.1, which is not incorporated, shall be completely replaced as follows:

“If delays are caused by unforeseen events beyond the control of the Contractor, and the Project Manager approves the unforeseen events, such delays may entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in 6-4.3. In any case, no extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating the cessation of work, or other similar action of the elements. No time extension will be granted for delays which do not affect the critical path of the baseline construction schedule.

The Contractor shall be responsible for, and shall bear the expense of, the cost of repairing or restoring damage to any Work if the damage is determined to have been proximately caused by an Act of God, up to five percent (5%) of the Contract Price, provided that the Work damaged was built in accordance with accepted and applicable building standards and the Contract Documents. The Contractor shall not be responsible for any such damage beyond five percent

(5%) of the Contract Price. For damage determined to have been caused by anything other than an Act of God, the Contractor shall be responsible for all costs of repairing or restoring damage to any Work until final acceptance of the Project by the City as defined in Section 3-13.3. For the purposes of this provision, "Acts of God" shall be defined earthquakes in excess of a magnitude of 3.5 on the Richter scale and tidal waves. The Contractor shall notify the City promptly in writing of each delay, whether by an Act of God or otherwise, and its cause and the expected delay. Upon request, the Contractor shall update such notice.

Unless otherwise agreed to in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the rights of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such rights and there shall be no further adjustments to the Contract Term."

6-4.2 Extensions of Time.

The following shall be added to Greenbook Section 6-4.2:

"In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time without additional notice. The amount of time allowed by an extension shall be limited to the period of the delay giving rise to that extension as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work."

6-4.3 Payment for Delays.

The following shall be added to Greenbook Section 6-4.3:

"Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

No payment or compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the period of the delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor."

6-4.4 Written Notice and Report.

Greenbook Section 6-4.4, which is not incorporated, shall be completely replaced as follows:

"If the Contractor desires payment for a delay or an extension of time, the Contractor shall submit to the Project Manager a written request and report of cause within three (3) Working

Days after the beginning of the delay unless such a request and report are impossible to submit due to the nature of the delay. In such a case, Contractor shall submit the request and report as soon thereafter as possible.

Such request and report of cause shall specify the nature of the delay and the conditions that set the beginning time of delay. If the delay is due to an inability to obtain materials or equipment, the request and report of cause must include the following items as appropriate under the circumstances: the date Contractor was first notified of the delay; the date the delay began; the exact description of the material, equipment or other cause of the delay; documentation showing when and from whom the delaying item was ordered; documentation of promise to deliver the delaying item; documentation of actual delivery date of the delaying item; description of how late delivery caused delay, including references to the construction schedule; documentation of measures taken to get prompt delivery; documentation of attempts to get delivery from other sources; description of steps taken in the Work scheduling to minimize effects of late delivery; a description of steps taken to get the Work back on schedule after delivery; and a statement of the actual time lost as a result of late delivery. Failure by the Contractor to file all of these items within the time specified herein will be considered grounds for rejection by the City, regardless of the merit of the issues raised in that notice.”

6-5 USE OF IMPROVEMENT DURING CONSTRUCTION

The following shall be added to Greenbook Section 6-5:

“Action by the Agency to take over and utilize any part of the Project shall become effective only upon issuance of a written notice, signed by the Engineer, setting forth a description of the completed improvements to be taken over, the effective date, location and limits thereof.”

6-6 SUSPENSION OF THE WORK.

6-6.1 General. *[see Greenbook].*

6-6.2 Archeological and Paleontological Discoveries. *[see Greenbook].*

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT.

6-7.1 General *[see Greenbook].*

6-7.2 Notice to Cure *[see Greenbook].*

6-7.3 Notice of Termination for Default. *[see Greenbook].*

6-7.4 Responsibilities of the Surety. *[see Greenbook].*

6-7.5 Payment. *[see Greenbook].*

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

The following shall be added to Greenbook Section 6-8:

“In addition to the reasons for termination listed in Greenbook Section 6-8, which allow termination upon any written notice, the City may terminate the Contract for any other reason or

for no reason upon thirty (30) Calendar Days' written notice. The rest of the procedure outlined in Section 6-8 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

Furthermore, some of the City's projects are funded in whole or in part by funds other than the City's General Fund. If this Project is funded by such external funds in whole or in part, those external funds are terminated or reduced at any time and for any reason or for no reason at all, and the City determines at its discretion that no other funding is available for continuation of this Project, the City will not be obligated to continue funding for the services contained in these Contract Documents and may terminate the Project immediately. The City shall reimburse the Contractor for its work satisfactorily completed until the termination date. In no event shall the total amount of money to the Contractor exceed the amount which the City has received in funding from its external source. The Special Provisions may include further details in this regard."

6-9 LIQUIDATED DAMAGES. [see Greenbook].

SECTION 7 MEASUREMENT AND PAYMENT

7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

7-1.1 General. [see Greenbook].

7-1.2 Methods of Measurement.

The following shall be added to Greenbook Section 7-1.2:

"The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the Project Manager."

7-1.3 Certified Weights. [see Greenbook].

7-2 LUMP SUM WORK [see Greenbook].

7-3 PAYMENT.

7-3.1 General. [see Greenbook].

7-3.2 Partial and Final Payment. [see Greenbook].

7-3.2.1 Monthly Closure Date and Invoice Date [additional to the Greenbook].

"In accordance with Greenbook Section 7-3.2, the monthly closure date shall be the last Working Day of each month. The Contractor will measure WIP performed during the month and will submit a Quantify WIP, with the Project Inspector for payment backup. Each invoice must be

signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration.”

7-3.2.2 *Payments [additional to the Greenbook].*

“The City shall make payments within thirty (30) Calendar Days after receipt of the Contractor’s undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of both the Greenbook and the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Calendar Days after receipt, and shall explain in writing the reasons why the payment request is not proper.”

7-3.2.3 *Retention [additional to the Greenbook].*

“The City shall withhold five percent (5%) of the Contract Price until final completion and acceptance of the Project. However, at any time after fifty percent (50%) of the Work has been completed, if the City Council finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual Work completed. If no claims have been filed or are pending by the end of the Contract Term, the City shall pay Contractor the amount retained except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment or as may be withheld for any other lawful purposes.”

7-3.2.4 *Final Invoice and Payment [additional to the Greenbook].*

“Whenever the Project is accepted, the Project Manager shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the Project Manager a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such an invoice, the Project Manager shall check the quantities included therein and shall authorize a payment amount, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents (“Final Payment Amount”). The Project Manager shall then file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.”

7-3.2.5 *Substitute Security [additional to the Greenbook].*

“In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor’s expense. If the Contractor selects either one of these alternatives, the following shall control:”

7-3.2.5.1 *Substitution of Securities for Performance Retention [additional to the Greenbook].*

“At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor

may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the City, deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the City or escrow agent is equivalent to or greater in value than the total amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the Contractor under this Contract. The City shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the City has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The City shall, within its sole discretion, determine whether the amount of the securities on deposit with the City or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by the City if the Contractor had not elected to substitute same with securities."

7-3.2.5.2 *Deposit of Retention Proceeds with an Escrow Agent [additional to the Greenbook].*

"As an alternative to the substitution of securities as provided above or the City otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 7-3.2.5.1 above; this shall be at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 7-3.2.5.3 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section."

7-3.2.5.3 *Subcontractor Entitlement to Interest [additional to the Greenbook].*

"If the Contractor elects to receive interest on any moneys withheld in retention by the City, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten (10) Calendar Days after receipt of escrow moneys, the

amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to insure performance of the Subcontractor.”

7-3.2.5.4 *Securities Eligible for Investment [additional to the Greenbook].*

“Securities eligible for investment shall include those listed in Public Contract Code Section 22300(c). The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.”

7-3.2.5.5 *Escrow Agreement for Security Deposits in Lieu of Retention [additional to the Greenbook].*

“The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).”

7-3.2.5.6 *Inconsistencies with Prevailing Statutory Requirements [additional to the Greenbook].*

“If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.”

7-3.3 *Delivered Materials [see Greenbook].*

7-3.4 *Mobilization [see Greenbook].*

7-3.5 *Contract Unit Prices.*

7-3.5.1 *General. [see Greenbook].*

7-3.5.2 *Increases of More Than 25 Percent. [see Greenbook].*

7-3.5.3 *Decreases of More Than 25 Percent. [see Greenbook].*

7-3.6 *Stipulated Unit Prices. [see Greenbook].*

7-3.7 *Agreed Prices. [see Greenbook].*

7-3.8 *Eliminated Items.*

Greenbook Section 7-3.8, which is not incorporated, shall be completely replaced with the following:

“Should any Bid item be eliminated in its entirety, and Contractor already ordered materials conforming to the Plans and Specifications in the eliminated item before the date of notification of elimination by the Engineer, Contractor shall attempt to cancel the order or return the materials for a full refund; if Contractor is able to return any of the materials, the City shall pay the Contractor for the supplier’s actual cost for returning the material. If canceling the order and returning the materials cannot be done due to reasons outside of Contractor’s control, Contractor shall notify Project Manager of the precise unused materials, including the amounts of such materials, that Contractor already obtained and what efforts Contractor took to return

the materials. Project Manager shall have the option of deciding what happens with the materials, including but not limited to: paying Contractor for the actual cost of the materials, thereby obtaining the materials as property of the City, and requiring Contractor to transport the materials to the City for its use, paying the Contractor for its actual handling cost; or disposing of the materials, paying the Contractor for its actual handling cost.”

7-4 PAYMENT FOR EXTRA WORK.

7-4.1 General. [see Greenbook].

7-4.2 Basis for Establishing Costs, [see Greenbook].

7-4.2.1 Labor. [see Greenbook].

7-4.2.2 Materials. [see Greenbook].

7-4.2.3 Tool and Equipment Rental.

Greenbook Section 7-4.2.3, which is not incorporated, shall be completely replaced with the following:

“The City shall pay for use of equipment in accordance with the latest version of the California State Transportation Agency’s Labor Surcharge and Equipment Rental Rates Guide, available at <http://www.dot.ca.gov/hq/construc/equipmnt.html>.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the City than holding it at the Work site, it shall be returned, unless the Contractor elects to keep it at the Work site at no expense to the City.

All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used.

The reported rental time for equipment already at the Work site shall be the duration of its use on the Extra Work. This time shall begin when the equipment is first used on the Extra Work, plus the time required to move it from its previous site and back, or to a closer site.”

7-4.2.4 Other Items. [see Greenbook].

7-4.2.5 Invoices. [see Greenbook].

7-4.3 Markup.

The following shall be added to Greenbook Section 7-4.3:

“The Contractor’s reasonable allowance for the markup, including for Subcontractor’s costs, shall only include the total sum of office overhead, jobsite overhead and profit for Work.”

7-4.3.1 Work by the Contractor.

The following shall be added to Greenbook Section 7-4.3.1:

"If the Work is completed only by Contractor's own forces, the Contractor may bill the City for labor, materials and a reasonable markup. The Contractor's reasonable allowance for overhead and profit constituting the markup shall not exceed 10%."

7-4.3.2 *Work by a Subcontractor.*

The following shall be added to Greenbook Section 7-4.3.2:

"If the Work is completed only by the Subcontractors' forces, the Subcontractor's reasonable allowance for overhead and profit constituting the markup shall not exceed 10%, and the Contractor's reasonable allowance for overhead and profit constituting the markup shall not exceed 5%."

7-4.4 *Daily Reports. [see Greenbook].*

7-5 *PAYMENT FOR CHANGES REQUESTED BY THE CONTRACTOR. [see Greenbook].*

7-6 *AUDIT [additional to the Greenbook].*

"The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 7-6 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions."

SECTION 8. *FACILITIES FOR AGENCY PERSONNEL*

Greenbook Part 1, Section 8 is incorporated herein by this reference, except as modified herein. No field offices for City personnel shall be required, unless stipulated on Special Provisions; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

8-1 *GENERAL [see Greenbook].*

8-2 *FIELD OFFICE FACILITIES.*

8-2.1 *Class "A" Field Office. [see Greenbook].*

8-2.2 *Class "B" Field Office. [see Greenbook].*

8-2.3 *Class "C" Field Office. [see Greenbook].*

8-3 *FIELD LABORATORIES.*

8-3.1 Offsite at Manufacturing Plant. [see Greenbook].

8-3.2 At the Work Site. [see Greenbook].

8-4 BATHHOUSE FACILITIES [see Greenbook].

8-5 REMOVAL OF FACILITIES [see Greenbook].

8-6 BASIS OF PAYMENT [see Greenbook].

SECTION 9. UTILITIES [this Section 9 includes information additional to Greenbook Section 402]

9-1 LOCATION. [additional to Greenbook Section 402-1]

The following shall be added to Greenbook Section 402-1:

“The location and existence of all underground Utilities and substructures have not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor’s sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which includes contacting Underground Service Alert (“USA”) and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. To obtain a USA Identification Number, call USA a minimum of two (2) Working Days before scheduled excavation. (For best response, provide as much notice as possible up to ten (10) Working Days.) Upon request from the Project Manager anytime up to five (5) years after Project acceptance, the Contractor must submit a written notice of every USA Identification Number issued during the course of and related to the Project. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.”

9-1.1 General. [see Greenbook Section 402-1.1].

9-1.2 Payment. [see Greenbook Section 402-1.2].

9-1.3 Entry by Utility Owners. [additional to the Greenbook Section 402].

“The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and the Project Manager determines that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.”

9-2 PROTECTION. [additional to Greenbook Section 402-2].

The following shall be added to Greenbook Section 402-2:

"If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or to the City."

9-3 REMOVAL.

Greenbook Section 402-3 shall be completely replaced as follows:

"Contractor shall immediately notify the Project Manager in writing of any facilities not identified in the Plans and Specifications that Contractor finds during the prosecution of the Work. After obtaining that written notice, Project Manager will instruct the Contractor as to what should be done with such facilities. Contractor shall not stop Work while waiting for the Project Manager's response; instead, Contractor shall move a reasonable distance from the obstruction to continue Work until Contractor obtains further instruction from the Project Manager. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings."

9-4 RELOCATION. [additional to Greenbook Section 402-4]

The following shall be added to Greenbook Section 402-4:

"The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities."

9-5 DELAYS DUE TO UTILITY CONFLICTS [see Greenbook Section 402-5].

9-6 COOPERATION. [additional to Greenbook Section 402-6]

The following shall be added to Greenbook Section 402-6:

"The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor."

9-7 NOTIFICATION [additional to the Greenbook Section 402].

"The Contractor shall notify the Public Works Director or his or her designee and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction."

SECTION 10. ADDITIONAL TERMS [additional to the Greenbook]

10-1 LICENSES [additional to the Greenbook].

"The Contractor shall possess a City of Oxnard business license at the time of Performance and Payment Bonds and insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31."

10-2 NONDISCRIMINATORY EMPLOYMENT [additional to the Greenbook].

"The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section 10-2. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section 10-2 and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply."

10-3 NOTICE TO PROCEED [additional to the Greenbook].

"After award of this Contract, signing the Contract Documents and submission of insurance, Payment and Performance Bonds, and a copy of the Contractor's City business license, the City shall issue the Contractor a Notice to Proceed. The City will not authorize any Work to be done under these Contract Documents before all of the above have been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection."

10-4 CONTRACTOR'S RESPONSIBILITY FOR WORK [additional to the Greenbook].

"Until the final acceptance of the Project by the City as defined in Section 3-13.2 of the General Provisions, by written action of the Project Manager, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements or any other cause. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary."

10-5 DAMAGE TO PUBLIC PROPERTY [additional to the Greenbook].

"Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost."

10-6 REMOVAL OF INTERFERING OBSTRUCTIONS [additional to the Greenbook].

"The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character met during the process of excavation. The cost of any such removals are made a part of the Contract Unit Prices bid by the Contractor under the item for excavation or removal of existing Work."

10-7 SOILS ENGINEERING AND TESTING [additional to the Greenbook].

"The City may retain a certified materials testing firm to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

If the City requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions."

10-8 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

"Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion, and the Contractor shall obtain the required easement or license for the Project."

10-9 WORKING DAYS AND HOURS [additional to the Greenbook].

"Except as otherwise specified in the Special Provisions or a City-issued permit, no Work shall be performed by the Contractor: on Saturdays and Sundays; on major highways between the hours of 7:00 p.m. and 7:00 a.m. of the following Calendar Day; on a street before 8:30 a.m. or after 3:30 p.m.; and at any other Work site before 7:00 a.m. or after 6:00 p.m. Additionally, no Work will be allowed on scheduled holidays observed by the City.

Whenever the Project Manager gives written permission or direction to the Contractor to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor."

10-10 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].

"In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims and to Public Contract Code Section 20104 *et seq.* ("Article 1.5") regarding the resolution of public works claims of three hundred seventy-five thousand dollars (\$375,000) or less. This Contract hereby incorporates those provisions as through fully set forth herein.

Additionally, if this Project is for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind, Public Contract Code Section 9204 shall apply to all claims, which are separate Contractor demands sent by registered mail or certified mail with return receipt requested, for one or more of the following: a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City; the City's payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; and payment of an amount that is disputed by the City. The Contractor must furnish reasonable documentation to support the claim. The City must respond within forty-five (45) days, and if the Contractor disputes the City's response, or if the City fails to respond within the time prescribed in Public Contract Code Section 9204, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute; that demand must be in writing sent by registered mail or certified mail, return receipt requested. After that conference, any remaining disputed portion of the claim, as identified by the Contractor in writing, must be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. Unless otherwise agreed to by the City and the Contractor in writing, this mediation shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced. If a Subcontractor lacks legal standing to assert a claim against the City because privity of contract does not exist, the Contractor may present to the City a claim on behalf of that Subcontractor in accordance with Public Contract Code Section 9204."

10-11 THIRD PARTY CLAIMS [additional to the Greenbook].

"The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney."

10-12 COMPLIANCE WITH ALL LAWS [additional to the Greenbook].

"The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents."

10-13 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].

"By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor 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 the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding."

10-14 CONFLICTS OF INTEREST [additional to the Greenbook].

“The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.”

10-15 APPLICABLE LAW [additional to the Greenbook].

“The validity, interpretation, and performance of these Contract Documents 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 Contract shall be in the Ventura County Superior Court.”

10-16 TIME [additional to the Greenbook].

“Time is of the essence in these Contract Documents.”

10-17 INDEPENDENT CONTRACTOR [additional to the Greenbook].

“The Contractor, Subcontractors and their officers, employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. The Contractor and Subcontractors have and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting the Contractor and/or Subcontractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as set forth in the Contract Documents, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents.

Except as the Project Manager may specify in writing, the Contractor, Subcontractors and their officers, employees and agents shall have no power or authority, express or implied to act on behalf of City in any capacity, to bind City to any obligation, to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. The Contractor, Subcontractors and their officers, employees and agents shall not, at any time or in any manner, represent that they or any of their officers, employees or agents are in any manner officers, employees or agents of the City.

The Contractor and Subcontractors shall pay all required taxes on amounts paid to them under the Contract, and shall indemnify, defend, and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

The Contractor, Subcontractors and their officers, employees and agents shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of the Contractor and Subcontractors’ officers, employees and agents, including compliance with

social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

The Contractor, Subcontractors and their officers, employees and agents 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, or health, life, dental, long-term disability and workers' compensation insurance benefits."

10-18 CONSTRUCTION [additional to the Greenbook].

"In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter in this Contract Documents, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted all or a portion of that document."

10-19 THIRD PARTY BENEFICIARIES [additional to the Greenbook].

"Nothing in the Contract Documents is intended to make the public or any member of the public a third party beneficiary of the Contract; nor is any term and condition or other provision of the Contract Documents intended to establish a standard of care owed to the public or any member of the public."

10-20 WAIVER [additional to the Greenbook].

"No failure or delay on the part of any party in exercising any right or remedy provided in these Contract Documents shall operate as a waiver or preclude any exercise of that right or remedy or any other right or remedy provided under these Contract Documents, or any other right or remedy otherwise available at law or in equity. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default."

10-21 CUMULATIVE REMEDIES [additional to the Greenbook].

"Except if expressly provided herein, no remedy specified in these Contract Documents is intended to be exclusive of any other remedy, and each remedy shall be cumulative, in addition to every other right or remedy provided in these Contract Documents or otherwise available at law or in equity."

10-22 TERM [additional to the Greenbook].

"The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Tasks, the City has accepted all Tasks, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions."

10-23 NOTICE [additional to the Greenbook].

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service on a Working Day during the City's regular business hours or (b) on the third Working Day following deposit in the United States mail, postage prepaid, to the addresses of Contractor HOWDEN USA COMPANY at 900 West Mount Street, Connersville, IN 47331, and City Hall, or at such other address as one party may notify the other in writing.

10-24 SEVERABILITY [additional to the Greenbook].

To the extent that any term, provision or part of these Contract Documents is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Contract Documents shall not be impaired or affected, shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

SPECIAL PROVISIONS

1000 BACKGROUND

The City of Oxnard Wastewater Treatment Plant (OWTP) located at 6001 Perkins Road in Oxnard utilizes an Activated Sludge Aeration Treatment process to breakdown organic materials within the waste stream. Five (5) Turblex High Speed Blowers, SERIAL # KA5-V-GA200, are utilized to maintain dissolved oxygen levels in the Activated Sludge Treatment Process. The Blower system was installed in the 1990's as part of the OWTP North Area Expansion Project.

A Class I service was completed on all five blowers in March 2020.

1001 SCOPE OF WORK

The Contractor shall furnish all necessary labor, materials, equipment and other incidental and appurtenant Work to provide Class II service and repair, including a one-time High Speed Shaft and Impeller replacement on each of the five blower units at the OWTP, utilizing original equipment manufacturer (OEM) parts.

The City will work with the Contractor to schedule Class II maintenance, repairs and evaluation including, but not limited to:

- Vibration Analysis
- Sound Analysis
- On-Line Motor Analysis
- General equipment performance

Should the Contractor discover any abnormalities requiring parts or additional labor not specified herein, a written estimate of the cost will be presented to the City's Project Manager for approval.

1002 CLASS II SERVICE

A. Class II Service to ensure Blower unit performance in accordance with Turblex manufacturer's standards and specifications shall include but not be limited to:

1. Check Axial Clearance between Impeller and Contour Ring. Adjust as necessary.
2. Dismantle Gearboxes, inspect and reassemble upon completion.
3. Inspect Gearwheels, Bearings, seals, and check clearances.
4. Replace Roller/Ball Bearings if applicable or necessary.
5. Replace Slow Shaft Ball Bearings if applicable or necessary.
6. Replace Flexible "O" Ring Seals.
7. Inspect Electric Motor, Oil Pump, Oil Cooler, Couplings, and Valves for proper operation.
8. Check Axial movement on High and Low Speed Shafts.
9. Inspect the general condition of the units.
10. Identify and document any known issues from the Operations staff.
11. Inspect and replace Inlet Filters if necessary.
12. Inspect and replace Oil Filters if necessary.

13. Check Lube Oil levels and change if necessary.
14. Inspect Inlet Silencers.
15. Dismantle Compressors Air End and Shroud, inspect and reassemble.
16. Inspect and clean Variable Vein Systems.
17. Check Vein geometry.
18. Inspect and clean Inlet Guide Vein Systems.
19. Inspect the Control Arm of the Variable Vane Systems, both Inlet and Discharge.
20. Check Axial Clearance between Impeller and Contour Rings. Adjust as necessary.
21. Remove Gearbox Inspection Covers, conduct an internal condition assessment, reinstall upon completion.
22. Check axial movement of High Speed Shafts.
23. Inspect ball bearings, and provide quote if replacement is necessary.
24. Verify that Check Valves are operating properly.
25. Check Coupling condition. Re-align and re-torque all fasteners as necessary.
26. Inspect and tighten all mechanical and electrical connections.
27. Clean and test Surge Switches.
28. Check for any Oil Leaks.
29. Verify all 4-20 mA current loops are operating properly.
30. Provide Vibration Analysis of Blower and Motor before and after service to verify satisfactory operation.
31. Verify Oil Gaps for Bearing tolerance and wear assessment.
32. Check that all sensors are reading accurate values and positional feedback from the PLC.
33. Check and verify that all instruments, actuators, limit switches, pumps, and fans are operating properly.
34. Verify all alarms and trip functions are operating properly.
35. Check Blowers in Automatic operation.
36. Check Motor Operation and condition. Grease or Oil Bearings as necessary.
37. Prepare a detailed Service Report including run data, system operation, and overall health of the Blower System.

A. Class II Service shall include the cost of the following parts for each Blower unit:

1. Set of Blower seals and gaskets.
2. Set of Oil Filters.
3. Set of Air Filters.

10034 ONE TIME REPLACEMENT

During the Class II Service, a one-time replacement of the High Speed Shaft, Impeller, and all associated mechanical parts, shall be completed on each of the five (5) Blowers using OEM parts.

ADDENDUM NO. 1
WASTEWATER BLOWER MAINTENANCE AND REPAIR SERVICE PROJECT
Specification No. PW 22-50R

This Addendum by and between the CITY OF OXNARD, a California municipal corporation ("City") and HOWDEN USA COMPANY ("Contractor"), effective as at the date first written above, modifies the agreement to which it is attached/referencing (the "**Amended Contract**"). **Notwithstanding any term in the Amended Contract, the parties agree that this Addendum shall govern and take precedence over any provisions in the Amended Contract or any related documents that conflict with, or addresses the subject matter of any provisions contained in this Addendum.**

1. Warranty. Contractor warrants that: (i) any Goods provided hereunder will be of good material and workmanship; (ii) any Services provided by Contractor shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and (iii) the Goods and/or Services supplied by Contractor hereunder will conform to any applicable technical specifications and/or drawings that have been agreed upon between the parties as set forth in the Amended Contract. In the event that defects appear in the Goods under proper use, City's sole and exclusive remedy thereof shall be that Contractor will repair or replace such Goods or re-performance of such Services at Contractor's option and cost (but not including transportation, removal, reinstallation, and decontamination) within the warranty period set forth in the Contract. Unless otherwise expressly agreed, the warranty for Goods shall be whichever period expires earlier: (i) twelve (12) months from City's Project Manager's acceptance of the Goods or (ii) eighteen (18) months from Contractor's delivery date (at the applicable Incoterms point of delivery quoted by Contractor). Contractor's warranty shall exclude liability for defects arising from: (i) installation, commissioning and/or operation, not in accordance with Contractor's O&M manual or good industry practice; (ii) use of unapproved spares, unauthorized modification or alteration of the Goods; (iii) normal wear and tear; (iv) the failure of City and/or the end-user to provide adequate storage; or (v) use of the equipment otherwise than in accordance with the agreed operational parameters (including composition, pressure and temperature of the feed gas). No part shall be deemed defective by reason of its failure to resist fouling and the action of erosive or corrosive gases. Any warranty repair or replacement of Goods or re-performance of Services shall be warranted by Contractor for the remainder of the original warranty period. No "evergreen" or "in-place" warranty is being provided. Contractor shall have the sole right to specify the manner and timeframe for such repair/replacement/ re-performance. Defective/non-conforming parts(s)/Goods must be returned to Contractor free of all contaminants and, in the event of replacement, will become the property of Contractor unless Contractor instructs otherwise. If Contractor opts to perform any warranty obligations in-place, City shall, without cost to Contractor, during a specified time period agreed upon by the parties, provide access by disassembling, removing, replacing, and reinstalling any equipment, structures, or other obstructions to the extent necessary to permit Contractor to perform its warranty obligations. **THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES THAT EXTEND BEYOND THESE TERMS AND CONDITIONS. ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) NOT EXPRESSLY SET FORTH HEREIN, ARE FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. CONTRACTOR'S WARRANTIES DO NOT COVER ANY GOODS OR SERVICES THAT HAVE BEEN ALTERED OR SUBJECTED TO ACCIDENT OR IMPROPER STORAGE, INSTALLATION, ASSEMBLY, COMMISSIONING, MAINTENANCE, USE OR**

APPLICATION. CONTRACTOR DOES NOT WARRANT THAT THE GOODS WILL RESIST THE ACTION OF EROSION OR CORROSIVE GASES, LIQUIDS, OR SOLIDS, OR PRODUCE RESULTS IN COMPLIANCE WITH ANY LAWS, DECREES, OR OTHER STANDARDS.

2. Force Majeure. Neither party shall be considered in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented or delayed by any circumstances outside its reasonable control including, without limitation: strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, embargoes, economic or trade sanctions, including any amendments to such embargoes and economic and trade sanctions, accidental breakdown of plant or machinery, fire, flood, storm, disease outbreak or epidemic and/or any resulting quarantine restrictions ("Force Majeure"). Either party shall be entitled to terminate the Contract if the Force Majeure situation continues, or it is obvious that it will continue, for more than one hundred and eighty (180) days without liability to the other party. Furthermore, should both parties agree that they want to continue the Contract when reasonably practicable to do so, notwithstanding the aforementioned 180 day period being reached, the parties will agree in good faith to renegotiate any necessary Contract amendment(s) to allow the Contract to continue.

3. Liquidated Damages. The Parties acknowledge and agree that the City's harm caused by Contractor's late delivery would be impossible or very difficult to accurately estimate at the time of contract, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from such late delivery. The Contractor undertakes to pay liquidated damages at a rate of \$250 per day, subject to a maximum amount of 5.0% of the value of the delayed goods. Such liquidated damages shall be the Contractor's sole and exclusive liability for such failure.

4. Payment; Taxes. 100% of invoice amount is due within 30 days from the date of a valid invoice from the Contractor by electronic funds transfer (EFT) or automated clearing house (ACH) transaction. If any payment falls in arrears the Contractor shall have the right to cancel or postpone performance of the Amended Contract wholly or in part. Prices do not include and City shall be responsible for sales, use, or excise taxes/duties.

5. Title & Risk. Legal and beneficial ownership of the Goods shall remain vested in the Contractor until full payment of the contract price has been made. The Goods will be at the City's risk from the time of delivery, or if delivery is delayed for any reason due to the City's fault from the time that delivery should have taken place.

6. Indemnity. Contractor will indemnify City from claims brought by third parties against City for (i) bodily injury (including death) and (ii) property damage, each only to the extent directly caused by the negligence of Contractor. Contractor shall not be responsible for the acts/omissions of City or others and Contractor does not agree to any other indemnity not set forth herein. Contractor's indemnity obligations shall not apply to City property. Any duty to indemnify hereunder is conditioned upon City: (i) making no statement prejudicial to Contractor, (ii) providing prompt and detailed notice to Contractor of any such claim; (iii) tendering the defense/settlement to Contractor with sole control over the same; and (iv) providing full cooperation, authority, and assistance to Contractor.

7. Limitation of Liability. Notwithstanding anything to the contrary contained in the Amended Contract and save to the extent this limitation is prohibited by law: (i) Contractor's total liability pursuant to the Amended Contract whether by way of indemnity, for breach of contract, warranty or guarantee obligations or by reason of any tort, statute or otherwise shall in no event exceed the total Amended Contract price. (ii) Contractor shall not be liable to City, end-user or any third party, for any indirect, punitive or consequential damages of any kind or nature whatsoever, or for loss of profits/revenue or loss of production, regardless of whether such damages are based upon contract, tort, strict liability in tort, negligence or indemnity. **The liability limit shall not apply as to claims required to be insured under the Contract Documents General Provisions Section 5-4 Insurance, or such claims that are otherwise insured, the amount recovered from the Contractor's insurer for the loss or damage, up to the contractually agreed insurance level.**

8. IP. All patents, copyright and other intellectual property rights in or relating to the Goods or their design or the specifications, drawings, manuals or information prepared or supplied by the Contractor, or which arise under or in the course of the Contractor's performance of the Amended Contract, are, shall be and shall remain the Contractor's absolute property. The Contractor shall grant the City a royalty free licence to use such intellectual property rights for the sole purpose of operating and maintaining the Goods.

9. Termination. In the event of termination for City's convenience, Contractor shall be reimbursed for the reasonable Direct Costs incurred by Contractor in performing the Amended Contract until termination and for its costs in effecting such termination, notwithstanding any other provision of the Amended Contract. "**Direct Costs**" means such direct costs borne and incurred by Contractor associated with the Amended Contract up to and including the date of suspension and/or termination, including but not limited to manufacturing costs, salaries, third party supplier costs and reasonable overhead and profit margin. If Contractor fails to cure a material breach within a reasonable time after receipt of notice of breach from City, and on Contractor's acceptance of such breach, City shall have the right, at its option, to terminate the Amended Contract upon payment to Contractor for work performed until the time of termination.

10. Other On-site/Service Provisions; Misc. Contractor's on-site employees, subcontractors, and representatives shall be given unobstructed access to the site and the work. If there are any delays caused by anyone other than Contractor, the time and expense of the same shall be charged to City. Contractor is an independent contractor and shall provide suitably qualified supervisor(s) who shall give the City the benefit of their technical expertise with the Goods or similar installations and who shall advise the City's personnel as to the installation in an efficient manner. It shall be the City's sole responsibility to carry out installation and to achieve the desired work schedules, timescales and quality of workmanship for installation using appropriately qualified workmen in sufficient numbers to achieve the task. Contractor is not responsible for supervision, property or employees of others, including health, safety, or security. City shall advise Contractor's in advance of all known and/or suspected hazardous/unsafe conditions and risks that may be encountered while on-site. Contractor shall not be required to take (or refrain from taking) any action, or to enter or remain in any area, where he/she reasonably determines that it would be unsafe.

11. Severance. If any provision of this Addendum is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions will not be prejudiced.

The exclusions, limitations, disclaimers, terms, and conditions set forth in this Addendum shall remain in effect at all times and survive any breach, termination, or cancellation of the Amended Contract.

AGREEMENT A-8436 WITH HOWDEN ROOTS LLC, FOR WASTEWATER BLOWER MAINTENANCE SERVICES

Public Works and Transportation Committee
March 8, 2022

Jeffrey S. Miller
Wastewater Infrastructure Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following for a total of \$257,989.85 in project funds for wastewater blower maintenance and repair services:

1. Agreement A-8436 with Howden Roots LLC, in the amount of \$224,339 through a term of December 31, 2022; and
2. A 15% Project contingency in the amount of \$33,651.



- Blower units are located adjacent to the ASTs
- Introduce air into the activated sludge through an aeration grid which:
 - Enhances bacterial consumption of organic material
 - Produces a higher level of wastewater treatment



- Blowers have been in continuous service for over 30 years
 - Last serviced in 2020
- Manufacturer recommended
 - New high speed shafts
 - New impellers
- Work warranty requires original manufacturer equipment (OEM) to be used



- On November 18, 2021 the Public Works Department released a notice inviting bids PW 22-50 for wastewater blower maintenance and repair services
- Scope and specifications called for OEM parts (Turblex)
 - Turblex is a subsidiary of Howden Roots LLC
 - Only Howden Roots is able to supply the necessary OEM parts
- It became necessary to cancel PW 22-50 and pursue a negotiated contract with Howden for wastewater blower maintenance and repair services

- Through this contract, Howden shall provide a Class II service to all 5 blowers along with replacement of impellers and high speed shafts
- Class II service includes inspection and potential replacement of:
 - Rotating Units
 - Bearings
 - Seals
 - Control mechanisms
- Once repairs are completed, the life and efficiency of the blowers will significantly improve

- The cost for this agreement with Howden Roots LLC shall not exceed \$257,989.85
 - Price includes a 15% contingency
- Funded with existing appropriations from Wastewater Operating Fund 621 (accounts 621-6205-842-8209 and 621-6205-891-8606)



QUESTIONS



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: March 8, 2022

TO: Public Works and Transportation Committee

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

SUBJECT: Report of Stormwater Diversion Into the Oxnard Wastewater Treatment Plant (OWTP) for Recycled Water Use. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee receive and file a report on the diversion of stormwater to the sanitary sewer for the purpose of increasing available source water for the Advanced Water Purification Facility (AWPF).

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

BACKGROUND

At the January 4, 2022, City Council Meeting, a question was asked if it is feasible to pump or divert stormwater into the sanitary sewer for the purpose of increasing the volume of treated wastewater available for the production of recycled water at the AWPF. The following staff report addresses a number of issues, including regulatory, technical, operational and capital improvements that would require further study and analysis. Additionally, a question was asked about the use of gray water for outdoor residential landscaping irrigation.

DISCUSSION

Introduction

The current capacity of the AWPF is 6.25 million gallons per day (mgd). To achieve this maximum treatment-rate the feed-rate of treated wastewater is approximately 8 mgd. A recent study showed that current treated wastewater available would allow the AWPF to increase treatment capacity to approximately 12.5 mgd. The AWPF has a theoretical design capacity, through future expansion, to produce up to 25 mgd of recycled water. Near-term expansion of the AWPF operations beyond 12.5 mgd will require additional source feed water beyond the 17 mgd currently treated and available from the OWTP.

The Oxnard Wastewater Treatment Plant is designed to treat domestic, commercial and industrial wastewater. The quality of the raw wastewater is fairly consistent and predictable which allows for relatively stable treatment outcomes and predictable treated water quality. Wastewater is collected through a complex network of pipes and pump stations. This infrastructure has been designed and constructed to transport the estimated volume of wastewater generated from known and future users of the system without causing spills, back-ups or

discharges of raw wastewater into the environment. The system was not designed to transport stormwater. From a regulatory standpoint, the Oxnard system is considered a separate sanitary sewer system versus a combined system which is designed to transport wastewater and stormwater.

An additional issue to consider is the method in which the AWPf treats water. It works on a steady state, meaning the treated wastewater feed rate must be constant. To meet this requirement, treated wastewater must be stored or equalized during high wastewater flows and pumped from storage during low wastewater flows.

Regulatory

The OWTP is regulated through a National Pollution Discharge Elimination System (NPDES) permit which sets stringent water quality and operational standards prior to discharge to either the ocean or the AWPf. Included in the NPDES are discharge prohibitions which among other things, prohibit the "...overflow of untreated wastewater or wastes to surface waters or surface water drainage sources...". Diversion of stormwater to the sanitary sewer collection system will need to be analyzed closely for maximum capacity to ensure there will be no sanitary sewer overflows.

In addition, as more water is sent to the AWPf, the percentage of AWPf brine that discharges to the ocean outfall will increase significantly. The resulting water quality will exceed our current discharge limits and will need to be addressed.

Finally, the Oxnard City Ordinance Section 19-25 specifically prohibits stormwater, surface water or groundwater from entering the system. A comprehensive review of the ordinance will need to be completed.

Technical

There are two distinctly different types of stormwater that may be available for diversion to the sanitary system: low-flow or dry weather flows and wet weather flows. Dry weather stormwater flows happen continuously throughout the year and are generally characterized by very low flows and poor water quality. Wet weather flows happen during rain events and are characterized by low water quality during the first flush with improving water quality as the event proceeds and potentially very high flows.

As previously stated, the existing sanitary sewer system was designed and constructed to accept sanitary wastewater from residential, commercial and industrial users of the system. The system was not designed and is not permitted through the NPDES permit to accept stormwater. The introduction of stormwater into the system will significantly increase the probability of sanitary sewer overflows, especially during wet weather events, which can lead to fines and penalties.

A dry weather stormwater diversion system currently operates at Kiddie Beach for water quality control. This type of diversion is normally used only to improve water quality in natural water bodies. The dry weather flows diverted to the sanitary sewer system are insignificant.

Wet weather diversion includes significantly higher, uncontrolled flows. There are methods to control the amount of flow that enters the sanitary sewer that would require further study. Required new infrastructure is unknown at this time.

Operational

There are a number of operational issues that will need to be addressed if stormwater diversion is to be considered. These issues include controlling the amount of stormwater flow entering the sanitary system; providing stormwater to the AWPf in a steady, controlled manner; and impacts on the operation of the OWTP processes.

Controlling the amount of flows entering the collection system was previously discussed but must be actively controlled to ensure there will not be any sanitary sewer overflows.

Another challenge is to make stormwater capture available for treatment at the AWPf in a steady manner. Rain events are generally short duration yet can contain significant volumes of water. The only way to use this excess water is to provide large storage systems that can capture the water before it enters the sanitary sewers and allow for gradual release to the sanitary system throughout the year.

Gray Water

The reuse of gray water is allowed and regulated in Chapter 15 of the California Plumbing Code. The loss of water into the wastewater stream by property owners that would elect to install a gray water reuse system seems to be negligible compared to the overall inflow into the OWTP. Over the past five years, the Building Division has not issued a permit for gray water reuse systems. If necessary, the desire to either continue to permit or not permit gray water reuse systems would be a policy-level decision should installation of such systems start to materially impact the volume of water available for the AWPf.

Summary

In summary, diversion of stormwater to the sanitary sewer for the purpose of increasing available source water for the AWPf is a complex issue that will require an evaluation of regulatory, technical, operation and capital impacts. At the December 21, 2021, City Council meeting, an agreement with Woodard & Curran, Inc. was approved for Utility Master Plan Update. This work will include a full build out of the sewer collections system hydraulic model including existing and future system capacity. The results of the sewer collection modeling effort will be the basis for a future study to determine the feasibility of diverting stormwater to the sanitary sewer for the purpose of increasing available source water for the AWPf.

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 financial impact in receiving this report.

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Presentation

Report of Stormwater Diversion Into the Oxnard Wastewater Treatment Plant (OWTP) for Recycled Water Use

Public Works and Transportation Committee
March 8, 2022

Jan Hauser
Wastewater Division Manager

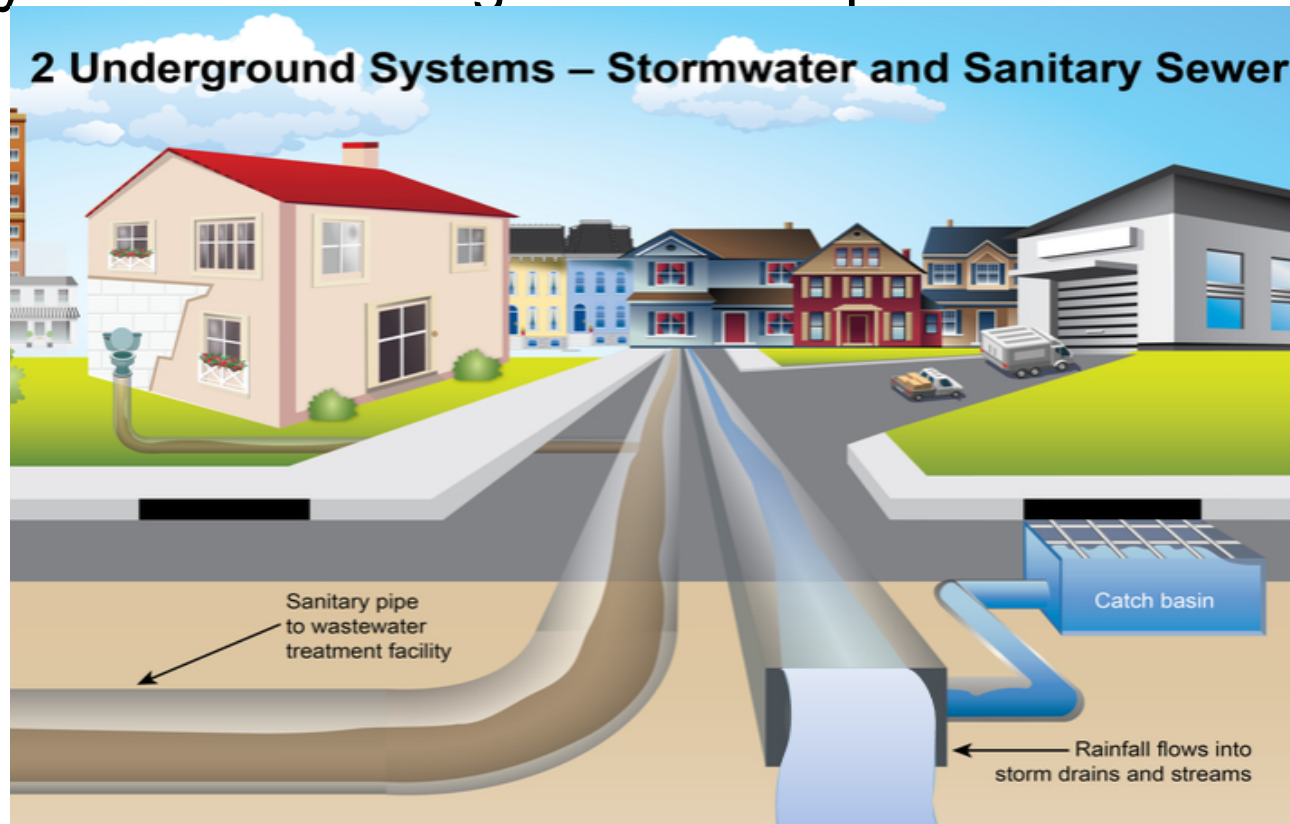
That the Public Works and Transportation Committee receive and file a report on the diversion of stormwater to the sanitary sewer for the purpose of increasing available source water for the Advanced Water Purification Facility (AWPF).

- At the January 4, 2022, City Council Meeting, the following questions were asked:
 - Is it feasible to pump or divert stormwater into the sanitary sewer for the purpose of increasing the volume of treated wastewater available for the production of recycled water at the AWWPF?
 - Does the City have a policy on the use of gray water systems?

- The AWPf has a current capacity of 6.25 million gallons per day (mgd)
- Designed to be expanded to 25 mgd
- Currently, there is enough treated wastewater to increase the AWPf recycled water production to 12.5 mgd



- The wastewater collection system is sized to transport the estimated ultimate volume of wastewater
- The system is not designed to transport stormwater



- The Oxnard Wastewater Treatment Plant (OWTP) is designed to treat domestic, commercial, and industrial wastewater
- To meet AWWPF feed requirements, treated wastewater must be equalized



- The OWTP is regulated through a National Pollution Discharge Elimination System (NPDES) permit
- Our ocean discharge water quality will change as AWPf use is increased
- Oxnard City Ordinance Section 19-25 specifically prohibits stormwater, surface water, or groundwater from entering the sanitary sewer system

- Dry weather flows
 - Occur continuously throughout the year and are generally characterized by minimal flow and poor water quality
 - Dry weather stormwater diversion currently operates at Kiddie Beach with insignificant flows
- Wet weather flows
 - Characterized by high flows and low water quality during the first flush
 - Large volumes of water need to be stored for future use

- Rain events are generally short duration and may contain significant volumes of water
- These high flows must be stored and controlled to prevent sanitary sewer overflows
 - The sewer system hydraulic model is currently being updated
- There may be potential impacts on the performance of the OWTP processes

- The diversion of stormwater to the sanitary sewer for the purpose of increasing available source water for the AWWPF is a complex issue that will require detailed analysis
- The reuse of gray water is allowed and regulated in Chapter 15 of the California Plumbing Code

There is no direct financial impact to receiving and filing this report.



QUESTIONS



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: March 8, 2022

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement A-8443 to Oilfield Electric Company for On Call Electrical Repair, Maintenance and Replacement Services Project Specification No. PW 22-69. (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-8443 with Oilfield Electric Company in the amount not to exceed \$750,000 for a three-year term for the On Call Electrical Repair, Maintenance and Replacement Services Project Specification No. PW 22-69.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/98HH2h-bigg>

BACKGROUND

The Public Works Department comprises multiple divisions including special districts, water; wastewater; recycled water; stormwater; and environmental resources, all of which require non-scheduled or unplanned electrical repair and maintenance of facilities and infrastructure from time-to-time. In order to avoid regulatory non-compliance, public health and safety hazards, property and/or environmental damage, the work must be completed with urgency, requiring quick response from a contractor. To respond promptly to these unplanned infrastructure failures, the department requires an on-call contract with a qualified contractor or contractor team that has the diverse technical capabilities and the ability to respond quickly to the City's electrical repair needs.

The City does not have sufficient staff as well as staff with the level of expertise necessary to perform some of the more technical services. The work under this agreement will be through task orders issued by a project manager prior to the start of any work.

Projects to be completed by Contractor are categorized as follows:

Non- Scheduled Urgent Repair Work

Contractor must verbally respond within thirty (30) minutes of telephone notification by the City. Contractor must be on the site within one (1) hour of the notification and begin work immediately. Urgent repairs are those where public interest and necessity demand the immediate response to avoid harm to or to safeguard life, health or property.

Scheduled Repair and Maintenance Work

Contractor must verbally respond within twenty four (24) hours of telephone notification by the City. The scope of work and schedule shall be mutually agreed to between City staff and the Contractor before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

The work for this project includes furnishing all labor, materials, equipment and other incidentals to provide on-call electrical repairs, maintenance and replacement services for the Public Works Department. The work under this agreement will be at prevailing wage rates and through task orders issued prior to the start of any work.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on January 13, 2022, and all bids were due on February 14, 2022. The bids on this project were based on a selection of hourly rates for services that will be used in task orders. The City received the following bids:

Oilfield Electric Company dba Oilfield Electric and Motor:	\$1,400.00
Waisman Construction, Inc.:	\$3,399.00

The lowest bidder is Oilfield Electric Company (Oilfield) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Oilfield. 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). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this project to Oilfield.

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

Each Division within Public Works provides funding for this type of work within the City Council approved annual budgets based on needs. Work to be performed will require the department staff to review and verify funding availability prior to commencing work or will be authorized pursuant to the City's procurement procedures.

Prepared by: Omar Castro, Water Division Manager

ATTACHMENTS

1. A-8443 Oilfield PW 22-69
2. Presentation

**CITY OF OXNARD CONTRACT FOR
ON-CALL ELECTRICAL REPAIR, MAINTENANCE AND REPLACEMENT SERVICES
PROJECT SPECIFICATION NO. PW 22-69**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 2022 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and OILFIELD ELECTRIC COMPANY dba OILFIELD ELECTRIC AND MOTOR ("Contractor"). Contractor's license number is 125250.

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 Electrical Repair, Maintenance and Replacement Services Project Specification No. PW 22-69 ("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 seven hundred and fifty thousand dollars (\$750,000.00) 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

**OILFIELD ELECTRIC COMPANY dba
OILFIELD ELECTRIC AND MOTOR**

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

Alan D. Fletcher, President² _____ Date _____

Jana D. Fletcher, Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

Exhibit INS-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

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

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

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

City of Oxnard
Insurance Compliance
Reference No. A-8443
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

2/22

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER ASPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No A-8443
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

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

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

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

Name: _____

Address: _____

Telephone: (____) _____

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

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

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

CITY OF OXNARD
Attn: Insurance Compliance
Reference No A-8443
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () Date Signed _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

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

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

a contract (the "Contract") for the Work described as On-Call Electrical Repair, Maintenance and Replacement Services Project Specification No. PW 22-69 (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 _____
 Dollars (\$_____), this amount being not less than a 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 Electrical Repair, Maintenance and Replacement Services Project Specification No. PW 22-69 (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 _____

_____ Dollars (\$_____), this amount being not less than a 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.

EXHIBIT A

CITY OF OXNARD

BID SHEETS FOR ON-CALL ELECTRICAL REPAIR, MAINTENANCE AND REPLACEMENT SERVICES PROJECT SPECIFICATION NO. PW 19-04

Bidder's Name: Oilfield Electric Company dba Oilfield Electric & Motor

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, 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 following prices:

ITEM NO.	DESCRIPTION	RATES			TOTAL OF RATES
	Non-Scheduled Urgent Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm work begins within 1 hour **	Hourly Rate Monday-Friday 5:01pm - 7:59am work begins within 1 hour **	Hourly Rate Saturday, Sunday and Holidays work begins within 1 hour **	
1	Foreman	\$ 105 /hr	\$ 140 /hr	\$ 140 /hr	\$ 385 /hr
2	Equipment Operator	\$ 90 /hr	\$ 90 /hr	\$ 90 /hr	\$ 270 /hr
3	Laborer	\$ 90 /hr	\$ 125 /hr	\$ 125 /hr	\$ 340 /hr
4	Superintendent	\$ 0 /hr	\$ 0 /hr	\$ 0 /hr	\$ 0 /hr
5	Service Truck	\$ 30 /hr	\$ 30 /hr	\$ 30 /hr	\$ 90 /hr
	Scheduled Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm			Total of Rates
6	Foreman	\$ 105 /hr			\$ 105 /hr
7	Equipment Operator	\$ 90 /hr			\$ 90 /hr
8	Laborer	\$ 90 /hr			\$ 90 /hr
9	Superintendent	\$ 0 /hr			\$ 0 /hr
10	Service Truck	\$ 30 /hr			\$ 30 /hr
TOTAL BID PRICE (TOTAL OF ALL RATES)					\$ 1,400

**** Work must begin within that time period. Note: No adjustment in the Contract Unit Prices will be allowed unless approved by the Public Works Engineer or Public Works Director. The cost of all labor, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.**

BID PRICE IN DIGITS: \$ 1,400.00

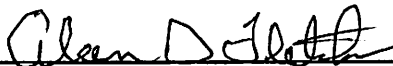
BID PRICE IN WORDS: One thousand, four hundred dollars

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 _____
#02 _____

Addendum: Date Received:
#03 _____
#04 _____

Bidder's Name (Company): Oilfield Electric Company dba Oilfield Electric & Motor

Signature: 

Title: President

Print: Alan D Fletcher

Date: 2/5/22

EXHIBIT B

SPECIAL PROVISIONS

1000-1 SCOPE OF WORK

The Contractor or Subcontractor(s) shall furnish all necessary labor, materials, equipment, supervision and other incidental and appurtenant Work to provide on-call electrical repair, maintenance, and replacement services for the Public Works Department. The Public Works Department includes multiple divisions including environmental resources, water, wastewater, recycled water, storm water, parks, facility maintenance, fleet, transportation and engineering.

The scope of Work shall include, but not be limited to:

1. In coordination with City staff, inspect and identify required services to professionally provide a scope of work and cost estimate to complete the scope of Work.
2. Troubleshoot, repair, maintain, and/or replace, facilities; infrastructure; and equipment as identified by City staff. Potential Work may be associated with any aspect of the systems and facilities operated and maintained by the Public Works Divisions identified above.
3. Work shall also include repair, maintenance and replacement of electrical components, including motor control centers, variable frequency drives, switchgears, control panels, video detection equipment, lighting fixtures, underground conduits, wiring and fiber cables and other appurtenances. Perform Annual Flash Hazard Analysis and Training
4. Contractor shall furnish all equipment required to maintain facility operation, protect public health, safety, property and the environment.

1000-2 RESPONSE TIME.

Contractor shall respond to all requests as required, 24 hours per day, 365 days per year, including holidays. All costs for labor for these requests shall be included in the Bid sheets.

Response time by the Contractor shall be as stated below:

1. Non-Scheduled Urgent Repair Work:

Contractor must verbally respond within thirty (30) minutes of telephone notification by the City. Contractor must be on the site within one (1) hour of the notification and begin work immediately. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, employee health, public health or property.

2. Scheduled Repair and Maintenance Work:

Contractor must verbally respond within twenty (24) hours of telephone notification by the City. The scope of work and the schedule shall be mutually agreed to between City staff and contractor before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

1000-3 PAYMENT

All Work will be pre-approved and issued by the Project Manager prior to starting Work. The Scope of work will include all estimated equipment, materials, labor, and taxes. A separate invoice is required for each scope of work issued pursuant to the Contract. Contractor is required to itemize the estimated number of hours it will take for completion on the proposed scope of work. Contractor's markup on the purchase of materials or rental of equipment shall not exceed fifteen percent (15%) of the Contractor's costs.

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 scope of work.

Agreement A-8443 with Oilfield Electric Company for On Call Electrical Repair, Maintenance and Replacement Services Project

Public Works and Transportation Committee
March 8, 2022

City Council
April 5, 2022

Omar Castro
Water Division Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8443 with Oilfield Electric Company in the amount not to exceed of \$750,000 for a three-year term for On Call Electrical Repair, Maintenance and Replacement Services Project Specification No. PW 22-69

- The Public Works Department's Special District, Water and Wastewater Divisions require non-scheduled or unplanned electrical repair and maintenance of facilities and infrastructure from time-to-time
- Urgency and quick response is required to avoid regulatory non-compliance, public health and safety hazards, property and/or environmental negative impacts
- Projects to be completed by Contractor will be categorized as:
 - Non-Scheduled Urgent Repair Work
 - Scheduled Repair and Maintenance Work
- Work for this project includes furnishing all labor, materials, equipment and other incidentals to provide on-call electrical repairs, maintenance and replacement services for the Public Works Department

- The notice inviting formal bids was published on January 13, 2022 and all bids were due on February 14, 2022
- The City received bids from the following contractors
 - Oilfield Electric Company dba Oilfield Electric and Motor
 - Waisman Construction, Inc
- The lowest responsive bidder being Oilfield Electric Company dba Oilfield Electric and Motor

- Total cost for this agreement with Oilfield Electric Company shall not exceed \$750,000 for On Call Electrical Repair, Maintenance and Replacement Services over a three year term
- The estimated spending plan will be funded from the various funds dependent on each location serviced
- Estimated costs for subsequent fiscal years will be requested during the annual budget process



QUESTIONS



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.4

DATE: March 8, 2022

TO: Public Works and Transportation Committee

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

SUBJECT: Fire Hydrant Operations Report (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee receive and file the Fire Hydrant Operations report.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/49glqW4v-B0>

BACKGROUND

This agenda report provides information on fire hydrant maintenance and fire flow requirements.

DISCUSSION

The City of Oxnard's water system contains over 5,700 fire hydrants located within the City limits. The purposes and uses of fire hydrants include:

Fire Suppression - Although fire hydrants are often used for other purposes, their primary function is to supply water for fire protection. Any other use is considered of secondary importance and rigorously controlled for the protection of the water distribution system.

Line flushing - Fire hydrants provide high flow and high velocity capability, allowing for the ease of circulating water for water quality and maintenance purposes.

Testing system capacity and function - The City often uses fire hydrants to test the hydraulic capabilities and working pressure of the water distribution system. These tests are conducted to evaluate distribution system flow capacities and the available water demand.

Other uses - Fire hydrants can also be commonly used as a water source for street cleaning, sewer cleaning, commercial construction, and street construction.

The Water Division's Distribution Team performs maintenance on over 1,100 fire hydrants annually. Maintenance includes operation of all valves and aesthetics of the fire hydrant.

Data related to the maintenance of hydrants is collected through two methods:

Spreadsheet Data Entry - gathers the number of inspections and the type of maintenance performed

GIS Mapping - provides fire hydrant location and maintenance information

The City of Oxnard was granted a water operating permit No. 561007 from the State Water Resources Control Board Division of Drinking Water. This permit mandates that Oxnard meets the provisions of the Code of Regulations, specifically Title 17 and Title 22 of the California Safe Drinking Water Laws also known as the Safe Drinking Water Act.

Listed below are abbreviated explanations of the requirements under Title 17 and Title 22:

Title 17 - identifies the requirements of the water system to protect the potable water system from cross-contamination. "Cross-Connection" is an unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable.

Title 22 - identifies the requirements for water system design criteria, regulated and unregulated contaminants, approved treatment methods and techniques, maximum contaminant levels, water system reporting, operations and maintenance. In addition to potable water regulation requirements, Title 22 also identifies the criteria for recycled water use.

In reviewing the design criteria for water systems, there are two primary areas to focus on:

Water Treatment - Identifying source water to be used, approved treatment methods and techniques, monitoring, testing and reporting, maximum contaminant levels, disinfection and operator certification requirements.

Water Distribution - Potable water protection, meeting system drinking water demands, minimum system pressures no lower than 20 psi during highest demand periods, monitoring testing and reporting, maximum contaminant levels, disinfection, operations and maintenance and operator certification.

Water Conservation Management

Flushing of water lines and hydrants results in over 50 million gallons of water discharged into the storm drain system unless expensive equipment, such as a re-circulating flushing truck, is utilized. A re-circulating flushing truck is estimated to cost \$600,000. Due to the current water resource constraints and the focus on water conservation management, any opportunity to provide necessary maintenance and meet fire flow requirements while conserving water should be considered.

The Division of Drinking Water issues and manages Water System Permits based on the treatment and distribution of drinking water for the Oxnard Water Division. The National Fire Protection Association (NFPA) regulates and manages fire flow requirements for the Oxnard Fire Department.

Oxnard Fire Department - The National Fire Protection Association (NFPA) provides over 300 consensus codes and industry standards to reduce the impact and risk of fires and other hazards. NFPA standards are generally voluntary unless adopted into regulation.

NFPA 291 sets public hydrant testing and flushing standards. To meet the flow testing, inspection, and maintenance requirements, fire hydrants should be flow tested at least every 5 years to verify capacity needed for fire suppression operations and marking of the hydrant. Hydrants should be flushed at least annually to verify operation, address repairs, and verify reliability. To appropriately inspect, maintain, and test per NFPA 291 recommended standards, the City would have to inspect and maintain every hydrant annually and flow test

every hydrant every five years.

NFPA 13 as amended by the California Fire Code requires a waterflow test is used for the purposes of fire protection system design for construction projects to be conducted no more than 6 months prior to working plan submittal. Due to this standard being adopted into the California Fire Code, it is something that is required for new construction.

The Fire Department has a 5-year goal to obtain an Insurance Service Office (ISO) Class 1 rating. The department is currently rated as a Class 2 department. This Class 1 designation is rare for Fire Departments in the United States and attaining this rating will help keep insurance rates stable for our residents and businesses. The ISO evaluation includes the water supply system. In fact, 40% of the ISO score is fire suppression water supply. During the last ISO rating, the fire-water supply system, fire hydrants, inspections, and flow testing did not score high enough for a Class 1 rating. Completing inspection and flow training per NFPA recommendations would greatly increase the water supply score of future ISO ratings. The Fire Department estimates the average time to inspect and maintain a hydrant is 30 minutes per hydrant. Conducting flow testing requires a greater use of personnel. The average flow test requires at least three people and takes 1-2 hours to flow a minimum of 1500 gallons per minute. To meet this requirement on approximately 5,700 hydrants would require over 15,000 work-hours and over 1.5 million gallons of water use a year.

Public Use of Hydrants - A Fire Code Operational Permit is required for the public to use or operate fire hydrants or valves intended for fire suppression purposes.

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. Presentation

City of Oxnard Fire Hydrant Operations

Public Works and Transportation Committee
March 8, 2022

City Council
April 5, 2022

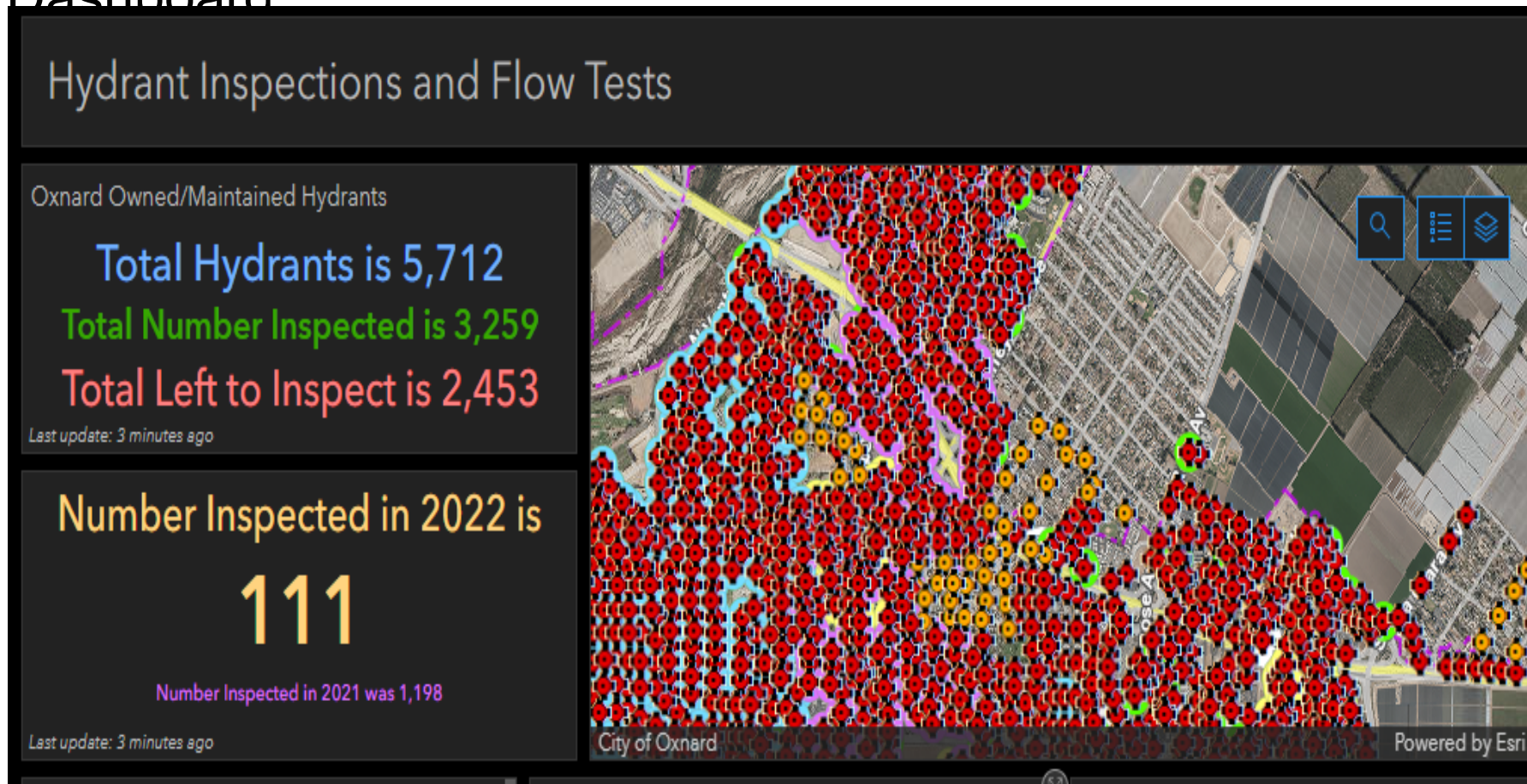
Omar Castro
Water Division Manager

That the Public Works and Transportation Committee receive and file the Fire Hydrant Operations report.

This presentation provides information on the City fire hydrant maintenance program and fire flow requirements.

- The City of Oxnard's water system contains over 5,700 fire hydrants within city limits
- Fire hydrants purposes and uses are primarily for fire suppression, line flushing, and testing system capacity and function
- The Water Distribution Team performs maintenance on over 1,100 fire hydrants annually
- Maintenance data is collected through two methods
 - Spreadsheet data entry - gathers number of inspections and they type of maintenance performed
 - GIS mapping - provides fire hydrant location and maintenance information

ArcGIS Fire Hydrant Inspection and Flow Test Map Dashboard





- Routine water main flushing is recommended to improve water quality, remove sediment in the pipelines and improve the carrying capacity
- Water main flushing has historically been accomplished by opening designated fire hydrant and allowing the water to run into the storm drain system
- Due to water conservation management this practice is no longer performed in the City, but water sampling continues to be performed to ensure a safe and reliable water supply



- Traditional water loss due to water main flushing maintenance can account for over 50 million gallons of water per year in the City of Oxnard
- Technology such as a re-circulating flushing truck allows for water systems to flush the water mains and fire hydrants while reducing water loss
- Estimated cost for the re-circulating flushing truck is \$600,000

- Water operating permit No. 561007 from the State Water Resources Control Board Division of Drinking Water sets forth provisions and regulations for the Oxnard's water system
- The permit mandates that Oxnard Water meets the provision of the Code of Regulations specifically Title 17 and Title 22 of the California Safe Drinking Water Laws also known as the Safe Drinking Water Act
 - Title 17 - identifies requirements of the water system to protect the potable water system from cross contamination
 - Title 22 - identifies the requirements for water system design criteria, regulated and unregulated contaminants, approved treatment methods and techniques, maximum contaminant levels, water system reporting, operations and maintenance

- The design criteria for water systems covers two primary areas:
 - Water Treatment - Identifying source water to be used, approved treatment methods and techniques, monitoring, testing and reporting, maximum contaminant levels, disinfection and operator certification requirements
 - Water Distribution - Potable water protection, meeting system drinking water demands, minimum system pressures no lower than 20 psi during highest demand periods, monitoring testing and reporting, maximum contaminant levels, disinfection, operations and maintenance and operator certification

- Water Quality Monitoring:
 - The Water Division performs routine monitoring and water quality testing throughout the City taking more than 2,700 water quality samples throughout the water system
 - As part of our permit requirement, the water division completes an annual water quality Consumer Confidence Report (CCR)
 - The annual water quality report can be viewed by logging into www.oxnard.org/ccr

- Should Committee or City Council request more information relating to NFPA fire flow requirements, Oxnard Fire Department will come back at a later date with a detailed report

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.

There is no direct financial impact in receiving this report.



QUESTIONS