

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](http://www.oxnard.org).



AGENDA  
OXNARD CITY COUNCIL  
PUBLIC WORKS AND TRANSPORTATION COMMITTEE  
Council Chambers, 305 West Third Street  
September 13, 2022  
**Regular Meeting - 8:30 to 10:00 PM**

**Zoom details to call-in for public comment during a meeting:**

- 1. Dial Phone Number: (888) 475-4499**
- 2. Enter Meeting ID: 837 2737 8195**
- 3. Passcode: 281222**

**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.**

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://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](http://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. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
  - a. 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/citymeetings](http://www.oxnard.org/citymeetings).
  - b. Submit an email to [cityclerk@oxnard.org](mailto:cityclerk@oxnard.org) no later than 3 p.m. on the day of the meeting (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.
  - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING
  - a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the Mayor announces the particular item on the agenda you want to speak on, press \*9 to raise your hand while in the zoom waiting room. Once called on, press \*6 to unmute your phone.
  - b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Detailed participation instructions can be found at [www.oxnard.org/city-meetings](http://www.oxnard.org/city-meetings).

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)**

\* 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 July 26, 2022 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Agreement A-8495 with Toro Enterprises, Inc. for the Water and Wastewater On-Call Construction and Repair Services Project, Specification No. PW 22-125. (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-8495 with Toro Enterprises, Inc. in the amount not to exceed \$10,300,000 for a 5-year term ending October 17, 2027, for the Water and Wastewater On-Call Construction And Repair Services Project, Specification No. PW 22-125.

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/vOhA6E6sEsg>

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Update on Drought Response Actions and Current Drought Conditions. (0/10/10)

RECOMMENDATION: That the Public Works and Transportation Committee receive and file the Water Conservation Update Report.

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/XuRAfxUudUE>

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:** September 13, 2022

**TO:** Public Works and Transportation Committee

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

**SUBJECT:** Approval of Minutes.

**RECOMMENDATION**

That the Public Works & Transportation Committee approve the minutes of the July 26, 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 07 26 2022 Public Works & Transportation

MINUTES  
OXNARD CITY COUNCIL  
PUBLIC WORKS & TRANSPORTATION COMMITTEE  
Regular Meeting  
July 26, 2022

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:35 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. Member Vianey Lopez, Member John C. Zaragoza, and Chair Bert E. Perello were present in person.

Staff members Alexander Nguyen, City Manager; Michelle (Elle) McCarron, Assistant City Attorney; Michael Wolfe, Public Works Director; Joseph Marcinko, Assistant Public Works Director; Tatiana B. Arnaout, P.E., City Engineer; Omar Castro, Water Division Manager; and Rose Chaparro, City Clerk were also present in person.

Steve Howlett, Assistant Public Works Director, participated via videoconference.

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 July 12, 2022 regular meeting as presented.

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

D. REPORTS

1. Public Works Department

SUBJECT: Amendment to Agreement No. 9315-21-PW with Econolite Systems Incorporated for Traffic Signal Preventive, Emergency and Non-Emergency Maintenance 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 First Amendment to Agreement 9315-21-PW with Econolite Systems Incorporated to increase the not to exceed amount from \$200,000 to \$300,000 for traffic signal preventive, emergency and non-emergency maintenance services.

Michael Wolfe, Public Works Director and Tatiana B. Arnaout, P.E., City Engineer presented and 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.*

2. Public Works Department

SUBJECT: Agreement A-8484 with Weck Laboratories, Inc. for Contract Laboratory Chemical Testing Services. (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-8484 with Weck Laboratories, 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 years, and for a total contract not-to-exceed amount over the entire possible contract term of \$1,700,000 for laboratory chemical testing services; and

2. Purchasing Agent to execute amendments to extend the term of Agreement A-8484 up to a maximum term of three years.

Joseph Marcinko, Assistant Public Works Director presented and answered the Committee's questions. No public comments were received. 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: Lopez, Perello, and Zaragoza voted in favor; the motion carried 3-0.

3. Public Works Department

SUBJECT: City of Oxnard Water Division 2019-2021 Public Health Goals Report. (0/10/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council receive and file the 2019-2021 Public Health Goals Report.

Joseph Marcinko, Assistant Public Works Director presented and answered the Committee's questions. No public comments were received. Report was received and filed. No formal action was required.

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:18 p.m.

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ROSE CHAPARRO

City Clerk

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BERT E. PERELLO

Chair



## **PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT**

### **REPORTS AGENDA ITEM NO. D.1**

**DATE:** September 13, 2022

**TO:** Public Works and Transportation Committee

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

**SUBJECT:** Agreement A-8495 with Toro Enterprises, Inc. for the Water and Wastewater On-Call Construction and Repair Services Project, Specification No. PW 22-125. (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-8495 with Toro Enterprises, Inc. in the amount not to exceed \$10,300,000 for a 5-year term ending October 17, 2027, for the Water and Wastewater On-Call Construction And Repair Services Project, Specification No. PW 22-125.

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/vOhA6E6sEsg>

### **BACKGROUND**

The Public Works Department comprises multiple divisions, including water; wastewater; recycled water; and stormwater; all of which require scheduled and non-scheduled or unplanned repair and maintenance to 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 planned and unplanned infrastructure repairs the Public Works Department requires an on-call contract with a qualified contractor or contractor team that has diverse technical capabilities as well as the ability to respond quickly to the City's needs.

The City has maintained similar contracts for many years to streamline the contracting process, allowing for quick response to unplanned repair needs. Assignments have ranged from relatively small repairs to large repairs.

Projects to be completed by the Contractor are categorized as follows:

#### **Non-Scheduled Urgent Repair Work**

Contractor must verbally respond within 30 minutes of telephone notification by the City. Contractor must be on the site within one 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, health or property.

#### **Scheduled Repair and Maintenance Work**

Contractor must verbally respond within 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 Project scope consists of furnishing all necessary labor, materials, equipment, and other incidental and appurtenant work to provide on-call construction and repair services for the Public Works Department Water and Wastewater Divisions. This agreement will be a task order based on time and material contract. The contractor shall provide a written estimate of services before a task order is issued.

## **DISCUSSION**

The work includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide on-call construction and repair services for the Public Works Department Water and Wastewater Divisions. Work of this nature is typically not done in house as it requires specialized equipment along with a dedicated construction/repair workforce capable of quickly mobilizing during an urgent repair. These repairs include, but are not limited to water main breaks, sink hole repairs, wastewater sewer repairs, and repairs to existing treatment infrastructure. These repairs range in cost, but can reach hundreds of thousands per repair. Due to rising costs and the unknown frequency of unscheduled urgent repairs through the next 5 years, staff recommend a not to exceed value of \$10,300,000 to be adequately prepared for all foreseen and unforeseen repairs over the five-year period.

The notice inviting formal bids (NIFB) for this public project was published on July 28, 2022, and all bids were due and opened on August 12, 2022. The City received three bids.

After review of all bids, Toro Enterprises, Inc. (Toro) was determined to be the lowest responsive bidder with the two remaining bids being deemed unresponsive. Procurement staff verified Toro's possession of all required 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 work. Thus, staff recommends that the City Council award the contract for this Project to Toro.

## **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 of this five-year agreement with Toro Enterprises, Inc. shall not exceed \$10,300,000. Funding shall be provided by the Water Fund (601), Wastewater Funds (611/621), and Stormwater Fund (114) based on a task order process and available funding. There is funding in the current fiscal year, should the need arise. Funding for subsequent fiscal years will be requested in the annual budget process.

*Prepared by: Jan Hauser, Wastewater Division Manager, Omar Castro, Water Division Manager, Joseph Marcinko, Assistant Public Works Director*

## **ATTACHMENTS**

1. A-8495

## 2. Presentation

**CITY OF OXNARD CONTRACT FOR THE  
WATER AND WASTEWATER ON-CALL CONSTRUCTION AND REPAIR SERVICES  
PROJECT  
SPECIFICATION NO. PW 22-125**

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 Toro Enterprises, Inc. ("Contractor"). Contractor's license number is 710580.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as the WATER AND WASTEWATER ON-CALL CONSTRUCTION AND REPAIR SERVICES PROJECT, Specification No. PW 22-125 ("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 ten million three hundred thousand dollars (\$10,300,000) during the Contract Term. A price increase for the Contract Unit Prices quoted in the Bid Sheets shall be increased by three percent (3%) each year to account for inflation costs. The effective date of the first increase will be November 1, 2023 and shall subsequently increase by three percent (3%) over the previous year's increase on November 1, 2024, November 1, 2025, November 1, 2026 and November 1, 2027.
4. Contract Term. The Contract Term shall begin on the Effective Date and end five (5) 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**

**TORO ENTERPRISES, INC.**

☒ John C. Zaragoza, Mayor<sup>1</sup> \_\_\_\_\_ Date \_\_\_\_\_  
☐ Alexander Nguyen, City Manager  
☐ Purchasing Manager  
☐ [name] , Buyer

Sean Castillo, President<sup>2</sup> \_\_\_\_\_ Date \_\_\_\_\_

Jerry Hannigan, Secretary \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

<sup>1</sup> 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.

<sup>2</sup> 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. If the policy is not project specific, it must have a per claim and aggregate total of no less than \$5,000,000 with subcontractors maintaining coverage in an amount of not less than \$1,000,000.

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.

e. Contractors Pollution Liability and Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

**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-8495  
P.O. Box 100085 – OX  
Duluth, GA 30096  
Via Email: [cityofoxnard@ebix.com](mailto: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.

## 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.

# 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      | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.<br><input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.                                       |               |                                  |                                   | GENERAL AGGREGATE \$2,000,000<br>PRODUCTS COMP/OP AGG. \$2,000,000<br>PERSONAL & ADV. INJURY \$2,000,000<br>EACH OCCURRENCE \$2,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A      | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY                                                                                                                   |               |                                  |                                   | COMBINED SINGLE LIMIT \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$                                                                                  |
| A      | <b>EXCESS LIABILITY</b><br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                                                                                                                                                                      |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                           |
| A      | <b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                                                                                                                                                                                     |               |                                  |                                   | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                                       |
| A      | <b>OTHER</b><br>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<br><br>Contractors Pollution Liability and Contractors Pollution Errors & Omissions |               |                                  |                                   | Minimum coverage \$1,000,000<br>Each consultant/ & listed sub-consultant \$500,000<br><br>PER CLAIM / OCCURRENCE \$2,000,000<br>GENERAL AGGREGATE \$2,000,000                                                |

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

### CERTIFICATE HOLDER

**CITY OF OXNARD**  
**Attn: Insurance Compliance**  
**Reference No. A-8495**  
**P.O. Box 100085 – OX**  
**Duluth, GA 30096**  
**Via Email: [cityofoxnard@ebix.com](mailto:cityofoxnard@ebix.com)**  
**Via Fax: 678-259-1007**

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**GENERAL LIABILITY SPECIAL ENDORSEMENT  
FOR THE CITY OF OXNARD (the ☐ City ☐)****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. \_\_\_\_\_

ISSUE DATE (MM/DD/YY) \_\_\_\_\_

PRODUCER

**POLICY INFORMATION:**

Insurance Company: \_\_\_\_\_

Policy No.: \_\_\_\_\_

Policy Period: (from) \_\_\_\_\_ (to) \_\_\_\_\_

LOSS ADJUSTMENT EXPENSE

☐ Included in Limits☐ In Addition to Limits

Telephone: \_\_\_\_\_

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ \_\_\_\_\_  
with an Aggregate of \$ \_\_\_\_\_ applies to  
coverage. ☐ Per Occurrence ☐ Per Claim (which) \_\_\_\_\_**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS \_\_\_\_\_

**TYPE OF INSURANCE****GENERAL LIABILITY**☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date \_\_\_\_\_

☐ Occurrence**OTHER PROVISIONS****COVERAGES**

## LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ \_\_\_\_\_☐ \_\_\_\_\_**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

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

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

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

**ENDORSEMENT HOLDER****CITY OF OXNARD****Attn: Insurance Compliance****Reference No. A-8495****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: [cityofoxnard@ebix.com](mailto:cityofoxnard@ebix.com)****Via Fax: 678-259-1007****AUTHORIZED REPRESENTATIVE**☐ Broker/Agent☐ Underwriter☐ \_\_\_\_\_

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

Signature \_\_\_\_\_  
(original signature required)

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

Date Signed \_\_\_\_\_



Bond No. \_\_\_\_\_

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("Principal")

a contract (the "Contract") for the Work described as the WATER AND WASTEWATER ON-CALL CONSTRUCTION AND REPAIR SERVICES PROJECT, Specification No. PW 22-125 (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 the WATER AND WASTEWATER ON-CALL CONSTRUCTION AND REPAIR SERVICES PROJECT, Specification No. PW 22-125 (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**  
**BID PACKET**



**FOR**  
**WATER AND WASTEWATER ON-CALL  
CONSTRUCTION AND REPAIR SERVICES  
PROJECT  
SPECIFICATION NO. PW 22-125**

Submitted by:

Contractor's Name: TORO ENTERPRISES, INC.

Address: 2101 E VENTURA BLVD, OXNARD, CA 93036

City: OXNARD State: CA Zip Code: 93036

Contact Person: SEAN CASTILLO, PRESIDENT Phone: 805-483-4515

Email: ESTIMATING@TOROENTERPRISES.COM Date: 8/12/22

**BID FOR THE WATER AND WASTEWATER ON-CALL CONSTRUCTION AND REPAIR  
SERVICES PROJECT  
SPECIFICATION NO. PW 22-125**

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and any other information provided regarding the Water and Wastewater On-Call Construction and Repair Services Project, Specification No. PW 22-125 ("Project") and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.
2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.
3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

- A. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated, to the greatest extent possible, the surface, subsurface and other conditions affecting the Work, including also the possible groundwater conditions, transportation, the disposal, handling and storage of materials, and the possible availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of any Task site or of the Contract Documents' requirements.
- B. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the total Bid price submitted. The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond)—each in the amount of one hundred percent (100%) of the Contract Price—within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.
- C. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform all Tasks comprising the Project in accordance with the Contract Documents. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of its City business license, insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the Bid Bond, cash, cashier's check or certified check shall be forfeited to the City to the extent permitted by law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on August 12<sup>th</sup>, 2022 [date], at OXNARD [city], CALIFORNIA [state].

Bidder's Name (Company): TORO ENTERPRISES, INC.

Signature: \_\_\_\_\_

Title: PRESIDENT

Print: SEAN CASTILLO

Date: 8/12/22

Signature: \_\_\_\_\_

Title: SECRETARY

Print: JERRY HANNIGAN

Date: 8/12/22

**CITY OF OXNARD**

**BID SHEETS FOR THE WATER AND WASTEWATER ON-CALL CONSTRUCTION AND  
REPAIR SERVICES PROJECT, SPECIFICATION NO. PW 22-125**

Bidder's Name: TORO ENTERPRISES, INC.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, 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:

**BID ITEM UNIT COST FOR NON-SCHEDULED URGENT REPAIR WORK:**

| NON-SCHEDULED URGENT REPAIR WORK |                                       |                                                                             |                                                                             |                                                                          |
|----------------------------------|---------------------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------|--------------------------------------------------------------------------|
| ITEM NO.                         | DESCRIPTION                           | HOURLY RATES                                                                |                                                                             |                                                                          |
|                                  |                                       | Hourly Rate<br>Mon – Fri<br>8:00am – 5:00pm<br>work begins within<br>1 hour | Hourly Rate<br>Mon – Fri<br>5:01pm – 7:59am<br>work begins<br>within 1 hour | Hourly Rate<br>Sat, Sun, and<br>Holidays<br>work begins<br>within 1 hour |
| <b>LABOR</b>                     |                                       |                                                                             |                                                                             |                                                                          |
| 1                                | Foreman                               | \$ 144.25 /hr                                                               | \$ 216.38 /hr                                                               | \$ 288.50 /hr                                                            |
| 2                                | Equipment Operator                    | \$ 124.53 /hr                                                               | \$ 186.79 /hr                                                               | \$ 249.05 /hr                                                            |
| 3                                | Laborer                               | \$ 92.56 /hr                                                                | \$ 138.84 /hr                                                               | \$ 185.13 /hr                                                            |
| 4                                | Superintendent                        | \$ 154.21 /hr                                                               | \$ 231.32 /hr                                                               | \$ 308.43 /hr                                                            |
| <b>EQUIPMENT</b>                 |                                       |                                                                             |                                                                             |                                                                          |
| 5                                | Air Compressor                        | \$ 23.- /hr                                                                 | \$ 23.- /hr                                                                 | \$ 23.- /hr                                                              |
| 6                                | Service Truck                         | \$ 46.- /hr                                                                 | \$ 46.- /hr                                                                 | \$ 46.- /hr                                                              |
| 7                                | Backhoe (CAT 420 or equal)            | \$ 59.80 /hr                                                                | \$ 59.80 /hr                                                                | \$ 59.80 /hr                                                             |
| 8                                | Bobtail Dump Truck                    | \$ 48.30 /hr                                                                | \$ 48.30 /hr                                                                | \$ 48.30 /hr                                                             |
| 9                                | 150 GPM Pump with 20-ft Hose          | \$ 9.20 /hr                                                                 | \$ 9.20 /hr                                                                 | \$ 9.20 /hr                                                              |
| 10                               | Traffic Control, No Flaggers 8 Hr Day | \$ 36.80 /hr                                                                | \$ 36.80 /hr                                                                | \$ 36.80 /hr                                                             |

|                                                           |                                                |               |               |               |
|-----------------------------------------------------------|------------------------------------------------|---------------|---------------|---------------|
| 11                                                        | Traffic Control,<br>with Flaggers<br>8 Hr Day  | \$ 204.82 /hr | \$ 307.22 /hr | \$ 409.63 /hr |
| 12                                                        | Stihl TS 500<br>or Equal Saw                   | \$ 8.20 /hr   | \$ 8.20 /hr   | \$ 8.20 /hr   |
| 13                                                        | Multiquip MTX70 or<br>Equal Compaction<br>Unit | \$ 10.40 /hr  | \$ 10.40 /hr  | \$ 10.40 /hr  |
| 14                                                        | Pumper Truck 120<br>Barrel                     | \$ 238.75 /hr | \$ 311.90 /hr | \$ 376.74 /hr |
| <b>Column Total for Non-Scheduled Urgent Repair Work:</b> |                                                | \$ 1,200.82   | \$ 1,634.15   | \$ 2,059.18   |

**BID ITEM UNIT COST FOR SCHEDULED REPAIR AND MAINTENANCE WORK:**

| SCHEDULED REPAIR AND MAINTENANCE WORK |                              |                                             |  |  |
|---------------------------------------|------------------------------|---------------------------------------------|--|--|
| ITEM NO.                              | DESCRIPTION                  | HOURLY RATES                                |  |  |
|                                       |                              | Hourly Rate<br>Mon – Fri<br>8:00am – 5:00pm |  |  |
| LABOR                                 |                              |                                             |  |  |
| 15                                    | Foreman                      | \$ 144.25 /hr                               |  |  |
| 16                                    | Equipment Operator           | \$ 124.53 /hr                               |  |  |
| 17                                    | Laborer                      | \$ 92.56 /hr                                |  |  |
| 18                                    | Superintendent               | \$ 154.21 /hr                               |  |  |
| EQUIPMENT                             |                              |                                             |  |  |
| 19                                    | Air Compressor               | \$ 23. — /hr                                |  |  |
| 20                                    | Service Truck                | \$ 46. — /hr                                |  |  |
| 21                                    | Backhoe (CAT 420 or equal)   | \$ 59.80 /hr                                |  |  |
| 22                                    | Bobtail Dump Truck           | \$ 48.30 /hr                                |  |  |
| 23                                    | 150 GPM Pump with 20-ft Hose | \$ 9.20 /hr                                 |  |  |

|                                                               |                                                      |               |  |  |
|---------------------------------------------------------------|------------------------------------------------------|---------------|--|--|
| 24                                                            | Traffic Control,<br>No Flaggers<br>8 Hr Day          | \$ 36.80 /hr  |  |  |
| 25                                                            | Traffic Control,<br>with Flaggers<br>8 Hr Day        | \$ 204.82 /hr |  |  |
| 26                                                            | Stihl TS 500<br>or Equal Saw                         | \$ 8.20 /hr   |  |  |
| 27                                                            | Multiquip<br>MTX70 or<br>Equal<br>Compaction<br>Unit | \$ 10.40 /hr  |  |  |
| 28                                                            | Pumper Truck<br>120 Barrel                           | \$ 238.75 /hr |  |  |
| Column Total for<br>Scheduled Repair and<br>Maintenance Work: |                                                      | \$ 1,200.82   |  |  |

**BID ITEM UNIT COST FOR MISC. WORK:**

| MISC. WORK            |                |                     |                        |                        |                        |
|-----------------------|----------------|---------------------|------------------------|------------------------|------------------------|
| ITEM NO.              | DESCRIPTION    | UNIT OF MEASURE     | EVALUATION QUANTITY    |                        |                        |
|                       |                |                     | 4-inch Discharge Pump  | 6-inch Discharge Pump  | 8-inch Discharge Pump  |
| 29                    | Bypass Pumping | Per pump<br>Per day | \$ 477.25              | \$ 615.25              | \$ 730.25              |
|                       |                |                     | 12-inch Discharge Pump | 16-inch Discharge Pump | 24-inch Discharge Pump |
|                       |                |                     | \$ 1,012.-             | \$ 1,012.-             | \$ 1,012.-             |
| Total for Misc. Work: |                |                     | \$ 4,858.75            |                        |                        |

|                                                |              |
|------------------------------------------------|--------------|
| TOTAL OF ALL CONTRACT UNIT PRICES (BID PRICE): | \$ 10,953.72 |
|------------------------------------------------|--------------|

Note:

1. No adjustment in the Contract Unit Prices will be allowed **except as noted below \*\***. The cost of all labor, ~~material~~, export of material, and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.
2. The ranges of quantities listed in the Bid Sheet are supplied only to give an indication of the general scope of work.

~~3. Items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7.3.5.2 and 7.3.5.3. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.~~

BID PRICE IN DIGITS: \$ 10,953.72

BID PRICE IN WORDS: ten thousand nine hundred fifty-three dollars  
and seventy-two cents

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

**\*\*A price increase for the Contract Unit Prices quoted in the Bid Sheets shall be increased by three percent (3%) each year to account for inflation costs. The effective date of the first increase will be November 1, 2023 and shall subsequently increase by three percent (3%) over the previous year's increase on November 1, 2024, November 1, 2025, November 1, 2026 and November 1, 2027. \*\***

Bidder acknowledges receipt of all addenda

Addendum:      Date Received:  
#01                08/09/2022  
#02                08/09/2022

Addendum:      Date Received:  
#03                \_\_\_\_\_  
#04                \_\_\_\_\_

Bidder's Name (Company): Toro Enterprises, Inc.

Signature: \_\_\_\_\_  
Print: SEAN CASTILLO

Title: PRESIDENT  
Date: 8/12/22

Signature: \_\_\_\_\_  
Print: JERRY HANNIGAN

Title: SECRETARY  
Date: 8/12/22

REVISED B6

## QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary. **Do not leave any question blank. If the question does not apply, write "N/A."**

(1) Bidder's Name: TORO ENTERPRISES, INC.

(2) If the Bidder's name is a fictitious name, what is the full name of the registered owner?

N/A

\* If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Bid.

(3) Business Address: 2101 E VENTURA BLVD, OXNARD, CA 93036

Phone 1: 805-483-4515 Phone 2: N/A

Email: ESTIMATING@TOROENTERPRISES.COM

(4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): CORPORATION

Organized under the laws of the State of: CALIFORNIA

(5) California State Contractor's License Number and Class: 710580; A, C-31

Original Date Issued: 8/1/95 Expiration Date: 8/31/23

(6) DIR Contractor Registration Number: 100002410

(7) Does the Bidder have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project, and is this experience in actual operation of the Bidder with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work? Circle one: YES ☒ NO SC

(8) List the names, titles, addresses and phone numbers of all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid:

SEAN CASTILLO, PRESIDENT; 2101 E VENTURA BLVD, OXNARD, CA 93036 805-483-4515

JERRY HANNIGAN, SECRETARY; 2101 E VENTURA BLVD, OXNARD, CA 93036; 805-483-4515

TRENT ROYLE, VP OPERATIONS; 2101 E VENTURA BLVD, OXNARD, CA 93036; 805-483-4515

(9) List all current and prior aliases, and provide all filed fictitious business names ("doing business as"), for any principal having interest in this Bid:

N/A

- (10) List the dates of any voluntary and involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

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- (11) For all arbitrations, lawsuits, settlements and the like (in/out of court) that the Bidder or any principal with an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and phone numbers of the parties' contact persons:

N/A

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- b. Briefly summarize the parties' claims and defenses:

N/A

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- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

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- (12) If the Bidder or any principal having an interest in this Bid has ever had a contract terminated by the owner or agency, explain below:

N/A

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- (13) If the Bidder or any principal having an interest in this Bid ever failed to complete a project, explain below:

N/A

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- (14) If the Bidder or any principal having an interest in this Bid has ever been terminated for cause, even if it was converted to a "termination of convenience," explain below:

N/A

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For the final questions, the word "you" and "your" shall refer to the Bidder and all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid.

(15) For projects that the Bidder or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes ☐ No ☒
- b. By the owner against you? Circle one: Yes ☐ No ☒
- c. By any agency or individual for labor compliance? Circle one: Yes ☐ No ☒
- d. By Subcontractors? Circle one: Yes ☐ No ☒
- e. Are any such claims/actions unresolved/outstanding? Circle one: Yes ☐ No ☒

If your answer is "yes" to any part or parts of this question, explain.

N/A

(16) List the last three (3) projects, if any, you have worked on or are currently working on for the City of Oxnard:

1. ON-CALL MECHANICAL FACILITY REPAIR
2. LA COLONIA GREEN ALLEY'S PROJECT
3. WEST CAST IRON REPLACEMENT & SD IMPROVEMENTS

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience or other additional information.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this Questionnaire Form is true and correct.

Signature: [Signature]  
Print: SEAN CASTILLO

Title: PRESIDENT  
Date: 8/12/22

Signature: [Signature]  
Print: JERRY HANNIGAN

Title: SECRETARY  
Date: 8/12/22

**This Questionnaire Form must be notarized below.**



State of California )

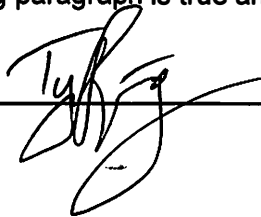
County of VENTURA ) ss

City of OXNARD )

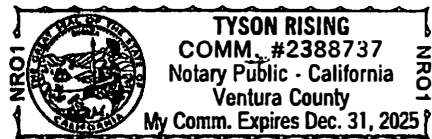
On August 12<sup>th</sup>, 2022 before me, TYSON RISING, NOTARY PUBLIC  
(insert name and title of the officer) personally appeared SEAN CASTILLO, PRESIDENT & JERRY HANNIGAN, SECRETARY

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature



(Seal)



## REFERENCES FORM

For all like work that the Bidder is currently working on or has worked on for public agencies in the past two (2) years, provide the information requested below. If all of this information does not fit on this page, attach another page listing all information for all other work. You may, but are not obligated to, attach a separate page to explain why a final contract amount differed from an original contract amount (e.g., change orders, extra work, or other circumstances) or if you or the agency filed any claims against each other and the substance and outcome of those claims.

Project 1 Description: CONVEYANCE MAIN PROJECT

Construction Dates From: 12/2021 To: TBD

Agency Name: CITY OF SANTA BARBARA

Project Manager: CARSON WOLLERT Telephone: 805-451-1074

Original Contract Amount: \$ 13,620,686.00 Final Contract Amount: \$ TBD

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

Project 2 Description: BRYCE CANYON NORTH/SOUTH AND FREEMONT NORTH NEIGHBORHOOD  
WATER CAST IRON PIPE REPLACEMENT PROJECT

Construction Dates From: 05/2020 To: 09/2020

Agency Name: CITY OF OXNARD

Project Manager: GIANNA POURARIEN Telephone: 805-385-8280

Original Contract Amount: \$ 4,652,679.00 Final Contract Amount: \$ 4,793,391.00

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

Project 3 Description: On-Call Mechanical Facility Repair, Maintenance, Replacement and Construction Services

Construction Dates From: 05/2019 To: 05/2022

Agency Name: CITY OF OXNARD

Project Manager: CHRIS PALMIERI Telephone: 805-654-7800

Original Contract Amount: \$ \$4,500,000.00 Final Contract Amount: \$ \$4,500,000.00

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

Project 4 Description: ON-CALL/AS NEEDED PIPELINE REPAIR AND PAVING/CONCRETE SERVICES

Construction Dates From: 09/2020 To: TBD

Agency Name: LAS VIRGENES MUNICIPAL WATER DISTRICT

Project Manager: OLIVER SLOSSER Telephone: 805-251-2143

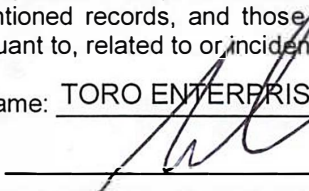
Original Contract Amount: \$ 800,000.00 Final Contract Amount: \$ TBD

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

I hereby give my permission to the City of Oxnard and its officers, employees and agents to contact references of the Bidder and its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and to request information from other agencies in which the Bidder and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, or outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims the Bidder and its Owners, employees and agents may have against the City, its officers, employees and agents, as well as any agency providing feedback or the mentioned records, and those agencies' officers, employees and agents, regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

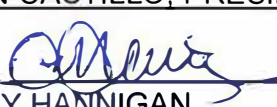
Bidder's Name: TORO ENTERPRISES, INC.

Signature: 

Print: SEAN CASTILLO, PRESIDENT

Title: PRESIDENT

Date: 8/12/22

Signature: 

Print: JERRY HANNIGAN

Title: SECRETARY

Date: 8/12/22

## DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will likely 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, will likely specially fabricate and install a portion of the Work or improvement according to detailed drawings contained in the Plans, Specifications and Task Orders. If all Subcontractors do not fit on this page, photocopy it and attach that additional page or those additional 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 on any Task. 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) | Highest Possible Percentage of Work (e.g., 10%) |
|-----------------------------------------------------------|--------------------------------------|------------------------------------|--------------------------------------------------------------------|---------------------------------|-------------------------------------------------|
| T&T TRUCK & CRANE SERVICE                                 | T100004                              | 1000016362                         | PO BOX 1748<br>VENTURA, CA 93002<br>(805)648-3348                  | CRANE SERVICE                   | 10%                                             |
| Performance Pipeline Technologies Inc                     | 825824                               | 1000561121                         | 5292 System Drive<br>Huntington Beach, CA 92649<br>(714)536-7386   | CLEANING & VIDEO                | 7%                                              |
| COLEMAN-PACIFIC, INC.                                     | 548754                               | 1000008074                         | 735 W. Ventura Blvd Unit B<br>Camarillo, CA 93010<br>(805)529-1844 | ELECTRICAL                      | 16%                                             |
| TAFT ELECTRIC COMPANY                                     | 772245                               | 1000000149                         | P O BOX 3416<br>VENTURA, CA 93006<br>(805)642-0121                 | TRAFFIC LOOPS                   | 2%                                              |

Bidder's Name: TORO ENTERPRISES, INC.

Signature: \_\_\_\_\_

Print: SEAN CASTILLO

Signature: \_\_\_\_\_

Print: JERRY HANNIGAN

Title: PRESIDENT

Date: 6/12/22

Title: SECRETARY

Date: 6/12/22

\* If Subcontractor X may perform 4% of one item on the Bid Sheets, 6% of another item and 9% of a third item, list only 9%. This percentage 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.

### DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will likely 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, will likely specially fabricate and install a portion of the Work or improvement according to detailed drawings contained in the Plans, Specifications and Task Orders. If all Subcontractors do not fit on this page, photocopy it and attach that additional page or those additional 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 on any Task. 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)          | Highest Possible Percentage of Work (e.g., 10%)* |
|-----------------------------------------------------------|--------------------------------------|------------------------------------|------------------------------------------------------------|------------------------------------------|--------------------------------------------------|
| LOREN BRUGGER WELDING                                     | 723583                               | 1000041851                         | 6825 BARCELONA WAY<br>RIVERSIDE, CA 92504<br>(909)229-3877 | WELDING                                  | 13%                                              |
| PRECON PRODUCTS                                           | 246528                               | 1000018644                         | P.O. BOX 940669<br>SIMI VALLEY, CA 93094<br>(805)527-0841  | SEWER<br>MANHOLES<br><i>&amp; Lining</i> | 2%                                               |
| AQUA TECH SERVICES, INC                                   | 414466                               | 1000062332                         | PO BOX 3171<br>VENTURA, CA 93006<br>(805)340-0374          | CHLORINATION                             | 10%                                              |
| PENHALL COMPANY                                           | 568673                               | 1000000860                         | 1801 PENHALL WAY<br>ANAHEIM, CA 92801<br>(714) 627-9510    | SAWCUTTING                               | 2%                                               |

Bidder's Name: TORO ENTERPRISES, INC.

Signature: \_\_\_\_\_

Print: SEAN CASTILLO

Signature: \_\_\_\_\_

Print: JERRY HANNIGAN

Title: PRESIDENT

Date: 8/12/22

Title: SECRETARY

Date: 8/12/22

\* If Subcontractor X may perform 4% of one item on the Bid Sheets, 6% of another item and 9% of a third item, list only 9%. This percentage 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.

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| 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) | Highest Possible Percentage of Work (e.g., 10%)* |
|-----------------------------------------------------------|--------------------------------------|------------------------------------|---------------------------------------------------------------|---------------------------------|--------------------------------------------------|
| GRIFFIN DEWATERING LLC                                    | 1008718                              | 1000033023                         | 5306 CLINTON DR<br>HOUSTON, TX 77020<br>(713) 676-8000        | DEWATERING                      | 25%                                              |
| PRECISION PLUMBING MECHANICAL                             | 533836                               | 1000004502                         | 5350 GABBERT RD<br>MOORPARK, CA 93021<br>(805) 529-4748       | PLUMBING                        | 12%                                              |
| SUNBELT RENTALS INC                                       | 965213                               | 1000014710                         | 2341 DEERFIELD DRIVE<br>FORT MILL, SC 29715<br>(803) 578-5462 | SEWER BYPASS                    | 28%                                              |
| PATRIOT ENVIRONMENTAL SERVICES INC                        | 809990                               | 1000013962                         | P O BOX 1091<br>LONG BEACH, CA 90801<br>(562) 436-2614        | PUMPING                         | 20%                                              |

Bidder's Name: TORO ENTERPRISES, INC.

Signature: \_\_\_\_\_

Print: SEAN CASTILLO

Signature: \_\_\_\_\_

Print: JERRY HANNIGAN

Title: PRESIDENT

Date: 8/12/22

Title: SECRETARY

Date: 8/12/22

\* If Subcontractor X may perform 4% of one item on the Bid Sheets, 6% of another item and 9% of a third item, list only 9%. This percentage 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.

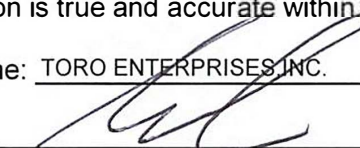
## INDUSTRIAL SAFETY RECORD FORM

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.

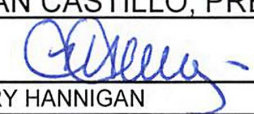
|                                                                                                       | 2022<br>(so far) | 2021   | 2020   | 2019   | 2018  | 2017  | Total  |
|-------------------------------------------------------------------------------------------------------|------------------|--------|--------|--------|-------|-------|--------|
| Number of contracts                                                                                   | 20               | 265    | 250    | 228    | 220   | 210   | 1,193  |
| Total dollar amount of contracts (in thousands)                                                       | \$7M             | \$137M | \$125M | \$114M | \$98M | \$88M | \$569M |
| Number of fatalities                                                                                  | 0                | 0      | 0      | 0      | 0     | 0     | 0      |
| Number of lost workday cases                                                                          | 7                | 5      | 0      | 0      | 0     | 3     | 15     |
| Number of lost workday cases involving permanent transfer to another job or termination of employment | 7                | 10     | 8      | 5      | 5     | 12    | 47     |

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.

Bidder's Name: TORO ENTERPRISES INC.

Signature:   
 Print: SEAN CASTILLO, PRESIDENT

Title: PRESIDENT  
 Date: 8/12/22

Signature:   
 Print: JERRY HANNIGAN

Title: SECRETARY  
 Date: 8/12/22



**NONCOLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declare(s):

I/we am/are the PRESIDENT of TORO ENTERPRISES, INC.  
the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, LLC, corporation or s-corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its, Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, s-corporation, LLC, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any individual, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person(s) executing this declaration on behalf of the Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8/12/22 [date], at OXNARD [city], CALIFORNIA [state].

Bidder's Name: TORO ENTERPRISES, INC.

Signature: \_\_\_\_\_

Print: SEAN CASTILLO, PRESIDENT

Title: PRESIDENT

Date: 8/12/22

Signature: \_\_\_\_\_

Print: JERRY HANNIGAN

Title: SECRETARY

Date: 8/12/22

**This Noncollusion Declaration must be notarized on the following page.**

(Continuation of Noncollusion Declaration)

State of California )  
County of VENTURA ) ss  
City of OXNARD )

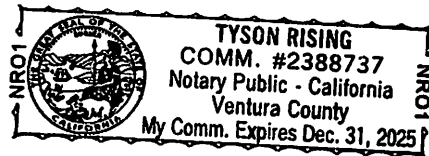
On August 12<sup>th</sup>, 2022 before me,

TYSON RISING, NOTARY PUBLIC (insert name and title of the officer)

SEAN CASTILLO, PRESIDENT &  
personally appeared JERRY HANNIGAN, SECRETARY, who proved to me on the basis  
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I  
certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



**CITY OF OXNARD  
WATER AND WASTEWATER ON-CALL CONSTRUCTION AND REPAIR SERVICES  
PROJECT, SPECIFICATION NO. PW 22-125**

**IRAN CONTRACTING ACT CERTIFICATION  
(TO BE EXECUTED AND SUBMITTED WITH ANY BID EXCEEDING \$1,000,000)  
Public Contract Code Sections 2202-2208**

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete one of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

**OPTION No.1 – CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed):

TORO ENTERPRISES, INC.

Federal ID Number (or n/a):

77-0396663

By (Authorized Signature):

Printed Name & Title of Person Signing:

SEAN CASTILLO, PRESIDENT

Date Executed

8/12/22

Executed in the County of VENTURA

in the State of CALIFORNIA

**OPTION No.2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

N/A

Federal ID Number (or n/a):

N/A

By (Authorized Signature):

N/A

Printed Name & Title of Person Signing:

N/A

Date Executed

N/A

Executed in the County of \_\_\_\_\_

in the State of \_\_\_\_\_

## **SMALL LOCAL BUSINESS PURCHASING PREFERENCE REQUEST**

The City offers a bidding preference for small local businesses. A small local business is defined as a business entity that meets all of the following criteria:

1. Has for at least 36 months immediately preceding submittal of its Bid held a current City business license;
2. Has maintained within the City of Oxnard's boundaries its principal business office, which is defined as the place where the principal officers or owners generally transact business, to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business;
3. Has average annual gross receipts of \$20 million or less over the 36 months immediately preceding submittal of its bid; and
4. Employs fewer than 100 employees.

Additionally, a small local business must certify one of the following:

5. At least 50 percent of its employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or
6. For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder submits with its Bid a certification confirming it has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Contractor's Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Please note that under City Code Section 4-71, you may be subject to audit and may be required to provide proof of compliance with the requirements of the Section. You will be subject to penalties for falsely claiming to be a Small Local Business under the Section. More information is available at City Code Section 4-71.

If you wish to certify as a small local business, please submit the certification on the next page with the rest of your Bid.

**SMALL LOCAL BUSINESS PURCHASING PREFERENCE:  
BIDDER'S CERTIFICATION**

Please refer to Oxnard City Code Section 4-71 to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

The undersigned hereby certifies under penalty of perjury that:

- ☐ At least 50 percent of the Bidder's employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or
- ☐ For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Any person(s) executing this certification on behalf of the Bidder hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on N/A [date], at N/A [city], N/A [state].

Bidder's Name: N/A

Signature: N/A

Title: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: N/A

Title: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

\*If the Bidder is not requesting a Small Local Business Purchasing Preference, this form is not required to be completed and submitted with Bid.

Please note: The Small Local Business Purchasing Preference is not applicable for projects funded by grants or programs outside the City's General Fund, such as federal or State grants.



Certificate of Corporate Authority

I hereby certify that Toro Enterprises, Inc. is a duly organized and existing California corporation, which has the power to take the action called for by the following resolution.

I further certify that Sean Castillo is President, Jerry Hannigan is Secretary and Trent Royle is Vice President of Operations and all have the authority individually to execute bid bonds, bid submittals, contract documents and change orders on behalf of the corporation as stated in the minutes of the Board of Directors' Meeting of Toro Enterprises, Inc. held July 15, 2016.

In witness whereof, I have affixed by hand and seal of said corporation this 15<sup>th</sup> day of July 2016.

  
Jerry Hannigan  
Secretary

JH/rc

Equal Opportunity Employer  
PO BOX 6285, OXNARD, CA 93031  
PHONE: (805) 483-4515 FAX: (805) 483-3635



**Public Works Department**

305 West Third Street, East Wing, Third Floor  
Oxnard, California 93030  
Tel 805.385.8280



August 9, 2022

**ADDENDUM NO. 1**

Project Name: Water And Wastewater On-Call Construction And Repair Services Project  
Specification No.: PW 22-125

**BID DUE DATE: 2:00 pm on August 12, 2022**

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. (Note: Bidders are not required to include all addenda attachments with the signed copy.) Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

- A. **Revisions to Bid Sheets.** Bidders are instructed to replace page B6 provided with the Contract Documents with the attached Revised B6. It is not necessary for Bidders to include the attachment with the executed Addendum 1.
- B. **Revisions to Contract Template.** Bidders are instructed to replace page C1 provided with the Contract Documents with the attached Revised C1. It is not necessary for Bidders to include the attachment with the executed Addendum 1.
- C. **Revisions to Special Provisions.** Bidders are instructed to replace page SP2 provided with the Contract Documents with the attached Revised SP2 and SP3. It is not necessary for Bidders to include the attachment with the executed Addendum 1.

**Addendum No. 1 Received:**

TORO ENTERPRISES, INC.

Contractor's Name

Authorized Signature

SEAN CASTILLO, PRESIDENT

Printed Name & Title

Date:

8/10/22

2101 E VENTURA BLVD

Address

OXNARD, CA 93036

City, State, Zip Code

805-483-4515

Telephone number, including area code



**Public Works Department**

305 West Third Street, East Wing, Third Floor  
Oxnard, California 93030  
Tel 805.385.8280



August 9, 2022

**ADDENDUM NO. 2**

Project Name: Water And Wastewater On-Call Construction And Repair Services Project  
Specification No.: PW 22-125

**BID DUE DATE: 2:00 pm on August 12, 2022**

TO ALL BIDDERS:

Acknowledge receipt of this Addendum by enclosing one signed copy with your bid documents. (Note: Bidders are not required to include all addenda attachments with the signed copy.) Failure to do so may subject the bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

**A. Revisions to Contract Document Exhibit INS-G.** Bidders are instructed to replace Exhibit INS-G page C 4 in the Contract Documents with the attached page "Revised C 4". **The insurance requirements are revised to reflect that if coverage under the Contractors policy is not project specific, it must have a per claim and aggregate total of no less than \$5,000,000 with subcontractors maintaining coverage in an amount not less than \$1,000,000.** It is not necessary for Bidders to include the attachment with the executed Addendum 2.

**B. RFI Question / Response:**

1. **Question:** In response to Addendum #1 three percent (3%) increase language: The unions do their pay increases every July 1<sup>st</sup>, so can you change the date from November 1<sup>st</sup> to July 1<sup>st</sup>?

**Response:** Per Addendum #1, the 3% cost increase is to account for inflation cost, It has no bearing on Union dates. The date of November 1st correlates to the City's anticipated contract date.

**Addendum No. 2 Received:**

TORO ENTERPRISES, INC.

Contractor's Name

Authorized Signature

SEAN CASTILLO, PRESIDENT

Printed Name & Title

Date:

8/10/22

2101 E VENTURA BLVD

Address

OXNARD, CA 93036

City, State, Zip Code

805-483-4515

Telephone number, including area code



Bond No. N/A

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has issued an invitation for bids for the Work described as the WATER AND WASTEWATER ON-CALL CONSTRUCTION AND REPAIR SERVICES PROJECT, Specification No. PW 22-125.

WHEREAS TORO ENTERPRISES, INC., 2101 E VENTURA BLVD. OXNARD, CA 93036

*(Name and address of Bidder)*

("Principal"), desires to submit a Bid to Agency for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

Travelers Casualty and Surety Company of America, ONE TOWER SQUARE, HARTFORD, CT 06183

*(Name and address of Surety)*

a corporation organized and existing under the laws of the State of Connecticut  
("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 \_\_\_\_\_

Ten Percent of the Total Bid Price

Dollars (\$ 10% of the Total Bid Price ), being not less than ten percent (10%) of the total Bid 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, executors, administrators, successors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the Agency and, within the time and in the manner required by the Contract Documents, enters into the written form of Contract, furnishes the required Payment and Performance Bonds (and a photocopy of each Bond), furnishes a copy of the Bidder's City business license, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further shall pay all court costs incurred by the Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives Civil Code Section 2845.

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: August 9, 2022

"Principal"

TORO ENTERPRISES, INC.

By: \_\_\_\_\_

Its: Sean Castillo, President

By: \_\_\_\_\_

Its: Jerry Hannigan, Secretary

(Seal)

"Surety"

Travelers Casualty and Surety Company of America

By: \_\_\_\_\_

Its: Ethan Spector, Attorney-in-Fact

By: \_\_\_\_\_

N/A

Its: N/A

(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. 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.*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODES 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California,

County of Ventura,

On August 12th, 2022 before me, Tyson Rising, Notary Public

Date

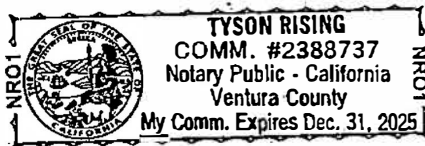
Here Insert Name and Title of the Officer

personally appeared Sean Castillo & Jerry Hannigan

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Signature

*[Handwritten Signature]*  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: CITY OF OXNARD - SPEC NO. PW 22-125 - BID BOND Date: 08/09/2022

Number of Pages: 1 Signer (s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name Sean Castillo

Signer's Name: Jerry Hannigan

☐ Corporate Officer — Title(s): President

☒ Corporate Officer — Title(s): Secretary

☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: Toro Enterprises, Inc.

Signer Is Representing: Toro Enterprises, Inc.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On AUG 09 2022 before me, D. Garcia, Notary Public, personally appeared Ethan Spector who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledgment to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Signature \_\_\_\_\_

*D. Garcia*  
D. Garcia, Notary Public



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

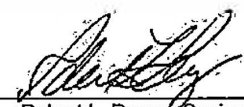
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ethan Spector** of **LOS ANGELES, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

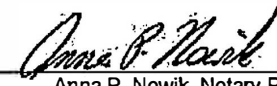
By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

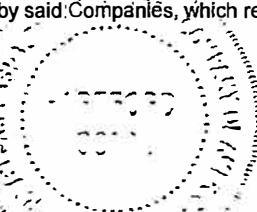
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **AUG 09 2022** day of



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended  
**Certificate of Authority**

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

**Travelers Casualty and Surety Company of America**

*of Hartford, Connecticut, organized under the laws of Connecticut, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler,  
Team and Vehicle, Automobile, Aircraft and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

*THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

*IN WITNESS WHEREOF, effective as of the 1st day of July, 1997,  
I have hereunto set my hand and caused my official seal to be affixed  
this 16th day of June, 1997.*

**Fee: \$ 92.00**  
**Rec. No.**  
**Filed: 5/28/97**

Chuck Quackenbush  
*Insurance Commissioner*

By

Victoria S. Sidbury  
*Deputy*

**Certification**

*I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.*

*IN WITNESS WHEREOF, I have set my hand and caused my official seal to  
be affixed this 29th day of September, 2020.*

Ricardo Lara  
*Insurance Commissioner*

By   
Magnolia Gutierrez

## **EXHIBIT B**

### **SPECIAL PROVISIONS**

#### **1000 SCOPE OF WORK**

The Contractor or their sub-contractor(s) shall furnish all necessary labor, materials, equipment, supervision, and other incidental and appurtenant Work to provide on-call construction and repair services for the Public Works Department Water and Wastewater Divisions.

Work shall include repair, maintenance, replacement, and/or restoration of exposed and underground water; wastewater; recycled water; stormwater pipes; tanks; vessels; valves; hydrants; meters; chemical containment areas; manholes; sensors; controls; cathodic protection; filters; pumps; lift stations; treatment plant facilities; process equipment piping; and other related appurtenances.

#### **1000-1 STANDARDS**

All Work shall be completed to design and construction standards identified in the General Provisions and as outlined in the Task Orders. Standards may include but are not limited to: the City Standard Plates, Wastewater Division Standards, Manual on Uniform Traffic Control Devices (MUTCD), and the Caltrans traffic control regulations.

#### **1000-2 RESPONSE TIME**

Contractor shall respond to all requests as required, 24 hours per day, 365 days per year, including holidays. Response time by Contractor shall be as stated below:

##### **1. Non-Scheduled Urgent Work:**

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

##### **2. Scheduled Work:**

Contractor shall verbally respond within twenty-four (24) hours of telephone notification by the City. The scope of Work, schedule, and fee shall be mutually agreed upon by the City 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 WORK DONE IN THE RIGHT-OF-WAY**

All work performed in the right-of-way shall comply with the applicable City Standards including obtaining Encroachment Permits which shall be specified in the approved Task Order. Work done in the right-of-way shall be inspected and approved by the Public Works Engineering Division.

#### **1000-4            WORK DONE AT WATER OR WASTEWATER FACILITIES**

All work performed at Water and Wastewater Facilities that are not in the right-of-way shall meet minimum standards identified in the Task Order. Work done at the Water or Wastewater Facilities shall be managed, inspected, and approved by the Water or Wastewater Division staff.

#### **1000-5            PAYMENT AND INVOICING**

Invoice shall include a cover letter with a summary of the work performed, detailed backup of all labor, receipts from all sub-contractors, equipment rentals, and materials. The City will not pay for an invoice over the amount specified in the Task Order unless a Task Order amendment is executed.

Labor, equipment, and bypass pumping shall be invoiced per the prices listed on the bid items. Items not listed on the bid items shall be identified in the Task Order and billed per the price in the Task Order.

#### **1000-6            TASK ORDER PROCESS**

Each project will be assigned a Task Order. Scheduled Work will be pre-approved by a Task Order issued by the Water or Wastewater Division prior to starting Work. Work can begin only after a fully executed Task Order is issued to the Contractor. Unscheduled Work will have a Task Order issued as soon as the scope and fees are made available. The scope and fees shall be provided by the Contractor as soon as possible following the start of urgent Work.

Task Orders shall include all estimated labor, equipment, materials, and taxes needed to complete the scope of work. The Task Order shall include all materials, labor, and taxes; if it does not, the Contractor shall clarify any missing information before commencing Work. Material and equipment rental shall be reimbursed at cost (Contractor must include receipt of purchase with the invoice submitted to the City) plus ten percent (10%) for material/equipment handling and Contractor will be required to itemize the supplies cost within the Task Order. Any equipment required to complete the Task Order that is not listed on the Bid Sheets and is owned by the Contractor, shall be paid at the rate listed in the State of California, State Transportation Agency, Department of Transportation, Division of Construction "Equipment Rental Rates and Labor Surcharge" latest edition as of the date the Task Order is issued. This publication is only for establishing equipment costs and shall not be used for any adjustments to Labor Rates related to this Project. Website link to the aforementioned document is provided for your convenience:

<https://dot.ca.gov/programs/construction/equipment-rental-rates-and-labor-surcharge>

A separate invoice is required for each Task Order issued pursuant to the Contract. Contractor is required to itemize the number of hours it will take for completion of a Task Order. Contractor shall request a Task Order amendment if expenses surpass the original Task Order fee. Upon mutual agreement between City and Contractor, City shall issue a Task Order amendment for the increased cost. Contractor shall only invoice for time spent at the location of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and included in the Task Order.

For scheduled work, Contractor shall meet with the Water or Wastewater Division to review and understand the project scope prior to submitting a project proposal. The Division will identify any relevant standards and materials necessary to complete the Task Order.

For unscheduled work, Contractor shall meet with the Water or Wastewater Division within seventy-two (72) hours of starting Work to confirm the scope. Contractor shall provide a project fee within seventy-two (72) hours after scope confirmation.

***1000-7 ADJUSTMENT TO CONTRACT UNIT PRICES.***

A price increase for the Contract Unit Prices quoted in the Bid Sheets shall be increased by three percent (3%) each year to account for inflation costs. The effective date of the first increase will be November 1, 2023 and shall subsequently increase by three percent (3%) over the previous year's increase on November 1, 2024, November 1, 2025, November 1, 2026 and November 1, 2027.

# Agreement A-8495 with Toro Enterprises, Inc. for the Water and Wastewater On-Call Construction and Repair Services

Public Works and Transportation Committee  
September 13, 2022

City Council  
October 4, 2022

Joseph Marcinko,  
Assistant Public Works Director

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8495 with Toro Enterprises, Inc. in the amount not to exceed \$10,300,000 for a 5-year term ending October 17, 2027, for the Water and Wastewater On-Call Construction And Repair Services Project, Specification No. PW 22-125.

- The Public Works Department often requires third party repair services
- Repairs must be completed promptly in order to:
  - Protect public health
  - Avoid regulatory non-compliance
  - Avoid safety hazards
  - Avoid environmental impacts
- An on-call agreement is necessary to quickly address scheduled and unscheduled infrastructure repairs
  - Scheduled - Work begins after task order is issued
  - Non Scheduled - Work begins within one hour of call out



Urgent repair of Tank Drainage at the OWTP



Completed repair of Tank Drainage at the OWTP

- A notice inviting formal bids was published on July 28, 2022
- Bids due and opened on August 12, 2022
  - Three bids received
  - Two bids deemed non responsive
- Toro Enterprises, Inc. was the sole responsive bidder.
- Staff verified the following
  - Possession of required currently valid licenses
  - Occupational Safety and Health Administration (OSHA) website for safety violations
  - Registration with the California Department of Industrial Relations (DIR)

- The cost for this 5-year agreement with Toro Enterprises, Inc. shall not exceed \$10,300,000
- Funding shall be provided by
  - Water Fund (601)
  - Wastewater Funds (611/621)
  - Stormwater Fund (114)
- Projects for this agreement will be approved on a task orders basis, which ensures adequate funding is available at the time of work request



# QUESTIONS



## PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

### REPORTS AGENDA ITEM NO. D.2

**DATE:** September 13, 2022

**TO:** Public Works and Transportation Committee

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

**SUBJECT:** Update on Drought Response Actions and Current Drought Conditions. (0/10/10)

### RECOMMENDATION

That the Public Works and Transportation Committee receive and file the Water Conservation Update Report. Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/XuRAfxUudUE>

### BACKGROUND

California's drought condition, State recommendations and restrictions are frequently changing, as well as the actions taken by Metropolitan Water District of Southern California (MWD) and Calleguas Municipal Water District (CMWD). City staff is working diligently to make sure Oxnard remains in compliance with watering restrictions and volumetric goals.

Providing residents with informational and educational resources to help them use less water continues to be a top priority for staff in achieving water conservation goals and directives from the State and MWD/CMWD. Additionally, City staff has taken several steps to reduce the water usage for areas such as the City's parks, medians, and parkways. Furthermore, consistent with the State's and MWD's directives and recommendations, staff has prioritized the use of irrigation water to protect the City's urban forest and sports activity fields to preserve their ability to function for regular public use.

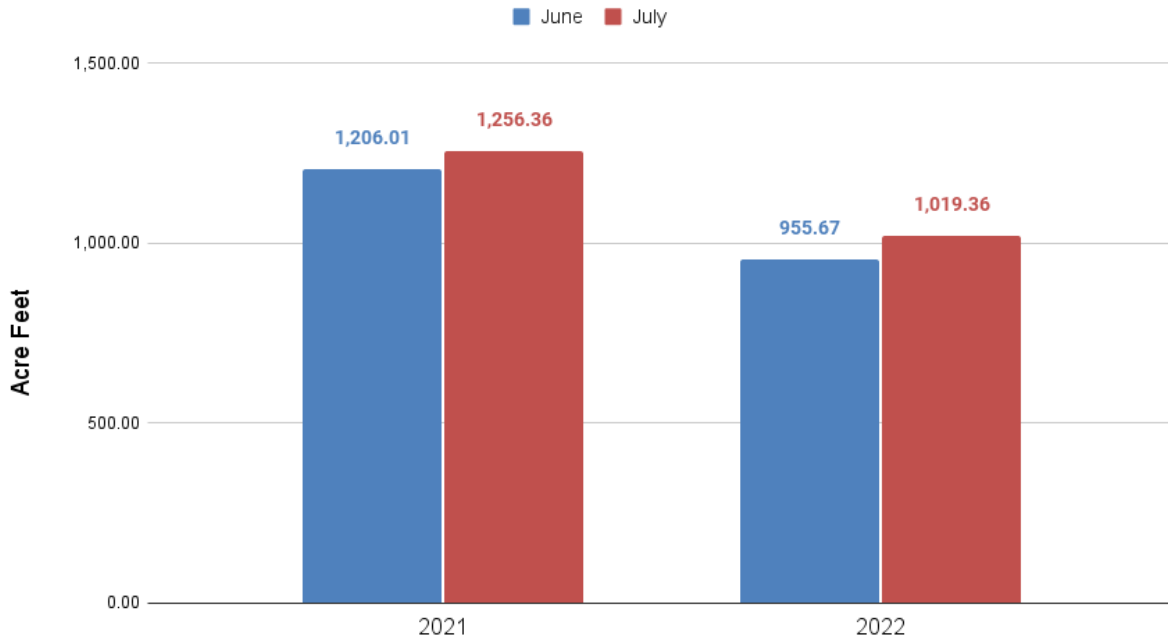
### DISCUSSION

#### Purchased Imported Water

MWD, which supplies Oxnard with State Water Project supplies through CMWD, implemented an emergency water conservation program that provided two options for compliance that took effect June 1, 2022. The first option was to implement a once per week outdoor watering restriction, while the second option required meeting an agency-specific volumetric delivery limit from Calleguas every month. With the volumetric option, penalties would be assessed if the City went over the volumetric limit of 1,305 acre feet of State Water Project supplies.

In 2021, the City acquired 1,206 and 1,256 acre feet of state water in the months of June and July, respectively. In 2022, the City acquired 955 and 1,019 acre feet of state water in the months of June and July, respectively.

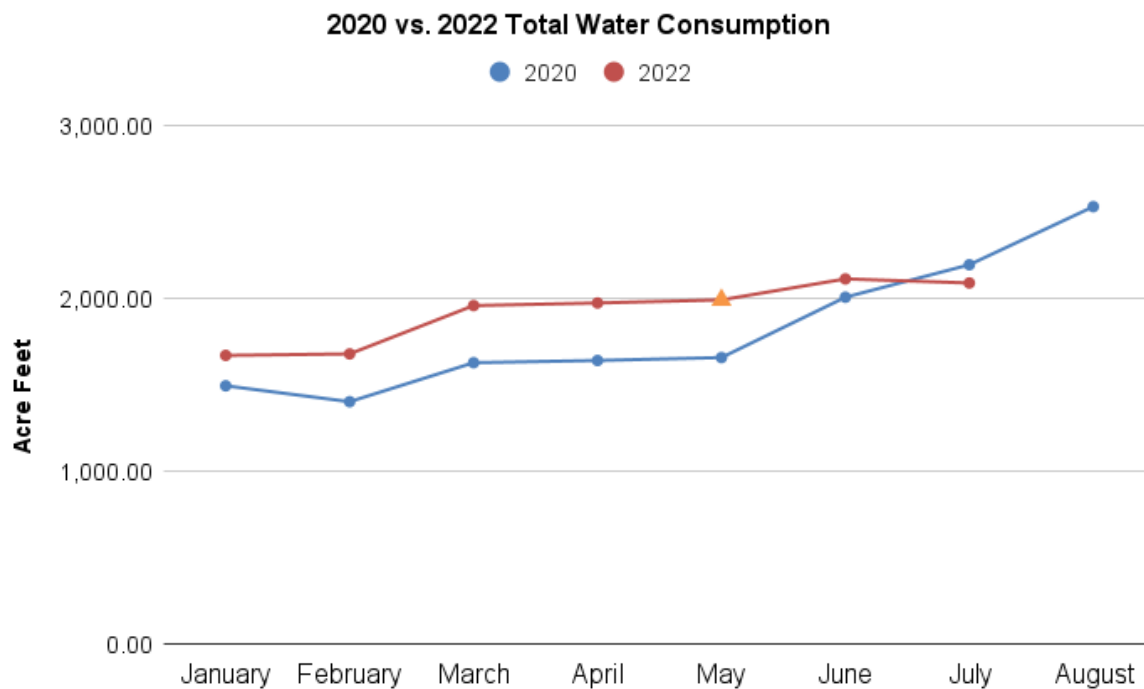
### 2021 vs. 2022 Purchased Imported Water



### Water Consumption

In July 2021, Governor Newsom called on all Californians to voluntarily reduce their total water use by 15% compared to 2020 levels. By March 2022, after the State failed to meet the 15% reduction, Newsom issued Executive Order N-7-22 implementing more aggressive conservation measures. Part of the new order directed the State Water Resources Control Board to require all urban water suppliers to implement a minimum Stage 2 of their Water Shortage Contingency Plans, regardless of water sources, with a target of 20% conservation.

After the City declared a Local Drought Emergency on May 17, 2022 and implemented a stronger outreach campaign (indicated by the orange triangle on the below graph) a downward trend in consumption occurred. Oxnard had an average increase in consumption of about 18% month over month when comparing January to May of 2022 to 2020 levels. When comparing June 2022 to 2020, there is a 5% increase. Lastly, when comparing July 2022 to 2020 there is a 4% decrease.



## **Outreach and Education**

The Water Division’s Water Conservation and Education Hotline, (805) 385-3905, went live on May 18, 2022. The hotline serves as an easily accessible resource for residents to stay up-to-date on current water waste restrictions, readily report water waste, and receive information on rebates and incentive programs. As of August 10, 2022, the hotline has received 139 calls. The majority of the calls have been inquiries regarding allowed watering duration, watering exceptions for trees and vegetable gardens, and rebate information for turf removal.

The Water Division kicked off its Blue Box Campaign on May 25, 2022. All Water Division vehicles are equipped with a blue box containing water-saving devices, such as aerators and leak detection tabs, and informational fliers such as rebate and watering schedule fliers. If a resident sees a Water Division vehicle in their area, they are able to approach the staff member to request items and information. This is currently being promoted through the Neighborhood Council Weekly Packet, City’s social media platforms, and is playing as an advertisement at the Department of Motor Vehicle Oxnard location.

There are currently five electronic message boards being utilized with drought messaging and directing residents to the [OxnardWater.org](http://OxnardWater.org) webpage. The locations are changed every four weeks.

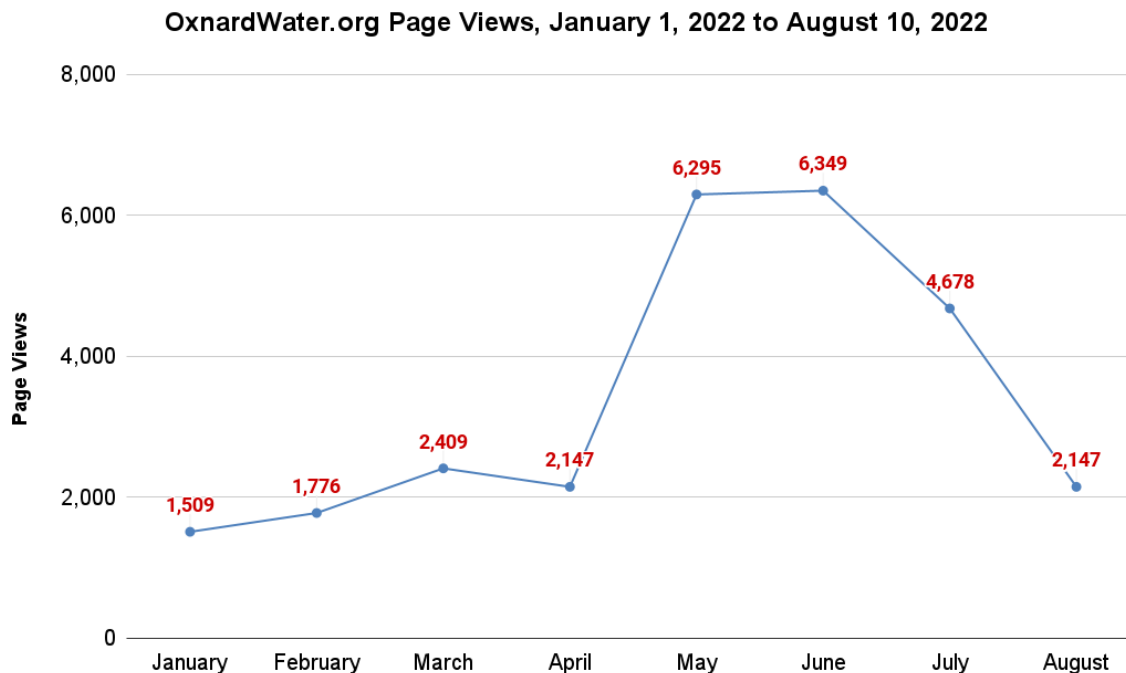
Orange lawn signs and a banner over C Street with the messaging “ Use Less Water, Learn How [OxnardWater.org](http://OxnardWater.org),” are being utilized.

Drought messaging was printed on the outside of the utility bill envelopes, also known as snipes, and ran from July 1, 2022 to August 31, 2022.

A direct mailer postcard with information on the watering restrictions and conservation hotline were delivered to all Oxnard residents on August 1, 2022 and August 2, 2022.

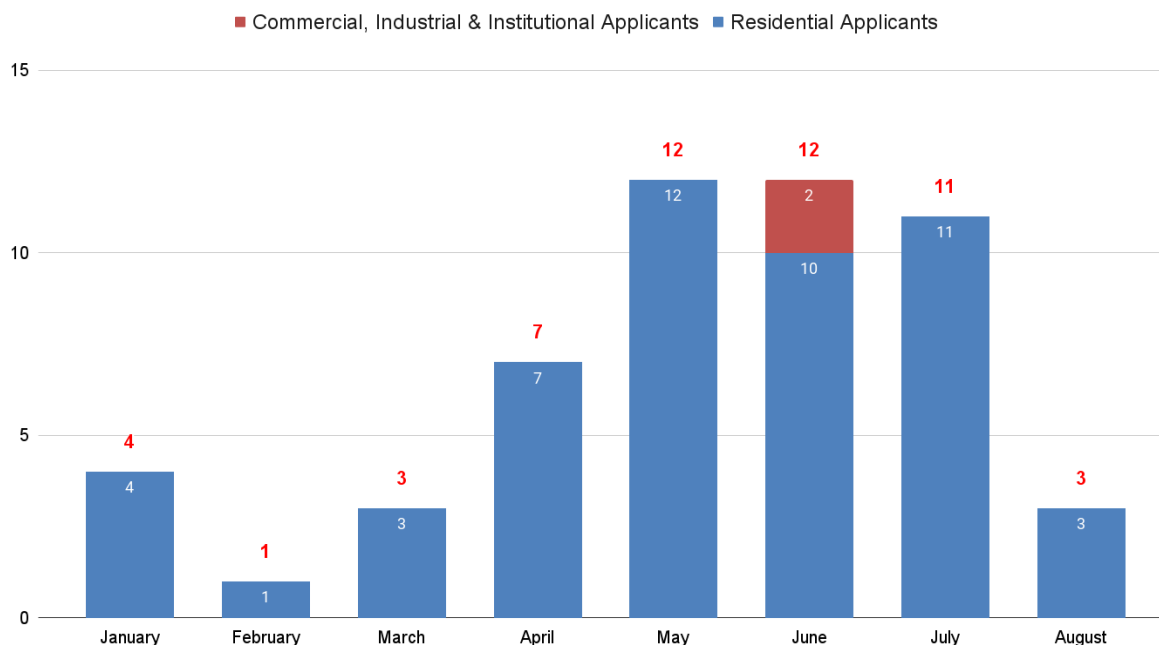
The watering restrictions, along with water saving tips and resources, are posted frequently to the City’s social media platforms such as Facebook, Instagram, Twitter and Nextdoor. Distribution of the watering schedule on these digital platforms began May 18, 2022.

All outreach materials direct residents to visit OxnardWater.org to find the most up-to-date water use restrictions, frequently asked questions, rebate information and other water saving information. The following graph documents the number of page views that OxnardWater.org has received since January 2022. As expected, there was a significant increase in views in May and June as the drought campaign in Oxnard and across southern California intensified.



Outreach will continue to highlight the water and money-saving rebates available to Oxnard water customers through MWD's BeWaterWise.com. Customers are strongly encouraged to apply for the turf transformation rebate. Customers can apply now to reserve the rebate, start the process of removing their turf and planning their project, and do the planting portion of the project at a later date, once water supplies have stabilized. Applications received after June 1, 2022 are given one year to complete their projects, with the possibility of an extension if water supplies have not stabilized. The following graph summarizes the amount of applications submitted by Oxnard property owners and businesses since January 2022. These property owners and businesses are interested in taking a long-term approach to help with water conservation by removing water-thirsty landscaping (i.e. turf) and replanting with drought-tolerant California-friendly landscaping and hardscape.

## Landscape Transformation Rebate Applications, January 1, 2022 to August 10, 2022



An advertisement highlighting commercial rebates is running in the West Ventura County Business Alliance electronic newsletter, starting 6/1/22. Staff will be utilizing the Alliance to connect more with commercial, industrial and institutional customers, providing them with information and updates on the watering restrictions.

On Saturday June 4, 2022 water staff hosted a booth at the Oxnard Insect Festival Staff. The event had approximately 7,000 visitors. The total number of all water conservation items and devices distributed was 2,483. Items included hose nozzles, leak detection toilet tabs, shower heads and kids activity books. Staff will continue providing information and resources at other popular community-based events, as well as neighborhood and HOA meetings.

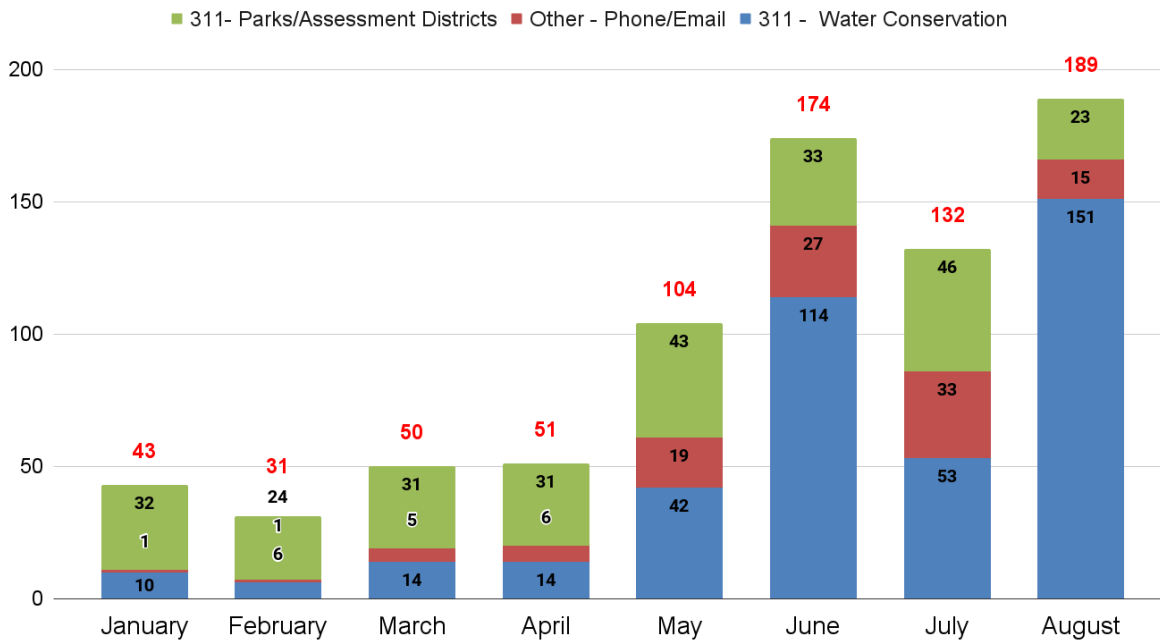
### **Enforcement**

Water waste reports are received by staff through the City's 311 app, telephone, and email. All water waste reports are tracked to ensure that the necessary compliance occurs while following the escalating enforcement procedure steps until the issue is resolved.

All Water Division staff have been trained on the new watering restrictions and how to report water waste. The Water Division is also in the process of hiring three extra help positions to aid in conservation outreach and water patrol efforts. Additionally, a bid solicitation to utilize an agency to patrol for water waste violations after regular City business hours and on weekends has been awarded and is expected to start by the end of September.

MWD has indicated funding will be available to aid in enforcement; staff will be seeking this funding once MWD releases more details on the program requirements.

## Received Water Waste Reports, January 1, 2022 to August 10, 2022



### Parks

The Parks Division recently completed irrigation audits at several parks through a free program that was provided by MWD. Individual audits for select eligible parks were performed by the independent consulting firm of Waterwise Consulting, Inc. They assessed the current conditions through field inspections, as well as reviewed the historical data for water use for each facility. This data was then provided in the individual reports that include recommendations, with cost estimates, to increase the water efficiency. Staff compiled the recommendations from each report to generate a task list of irrigation improvements at each site that will be completed over the next several months. The completion of the task list is subject to staff and contractor availability, as well as competing priorities.

Currently, all City parks are irrigating at a rate not to exceed 10 minutes per station per week with exemptions for active turf areas and trees. The active turf areas include sports fields and any other large areas of open turf that supports regular active recreational use are irrigated more frequently per the Governor's Directive and consistent with MWD/CMWD allowances.

Staff is working with contractors to prioritize watering of trees and completing irrigation system repairs. In the street landscapes, areas with irrigation that are void of vegetation, trees, or having nonfunctional turf are being identified. As staffing and resources allow, the irrigation in these areas will be capped.

### MWD/CMWD Update

In July 2022, CMWD began pumping water from their Las Posas ASR wellfield to reduce their amount of State Water Project (SWP) water purchased from MWD. Utilizing water from the Las Posas ASR wellfield will help CMWD's meet MWD's Emergency Water Conservation Program volumetric limits. Meeting the volumetric limits is very important to conserve SWP supplies and keep MWD from implementing more drastic water use limitations like zero outdoor watering and Human Health and Safety (HH&S) per capita allocations.

On August 16, 2022, MWD's Board adopted a resolution to confirm policy of equitable access to all of MWD's supply and storage assets for all member agencies and the action plan to identify and build the necessary infrastructure to provide reliability to the SWP dependent member agencies (which includes the

CMWD service area).

MWD also reported that the SWP dependent areas were approximately 3% below the targeted volumetric amount. Because of this, the proposal to change to zero days of outdoor irrigation has been put on hold. Conservation in the SWP dependent areas will be evaluated monthly by the MWD Board to determine if they need to institute zero outdoor irrigation or volumetric limits.

## **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 from receiving this update.

*Prepared by: Abraham Maldonado, Management Analyst, Omar Castro, Water Division Manager, Joseph Marcinko, Assistant Public Works Director*

## **ATTACHMENTS**

1. Presentation

# Update on Drought Response Actions and Current Drought Conditions

Public Works and Transportation Committee  
September 13, 2022

City Council  
September 20, 2022

Joseph Marcinko  
Assistant Public Works Director

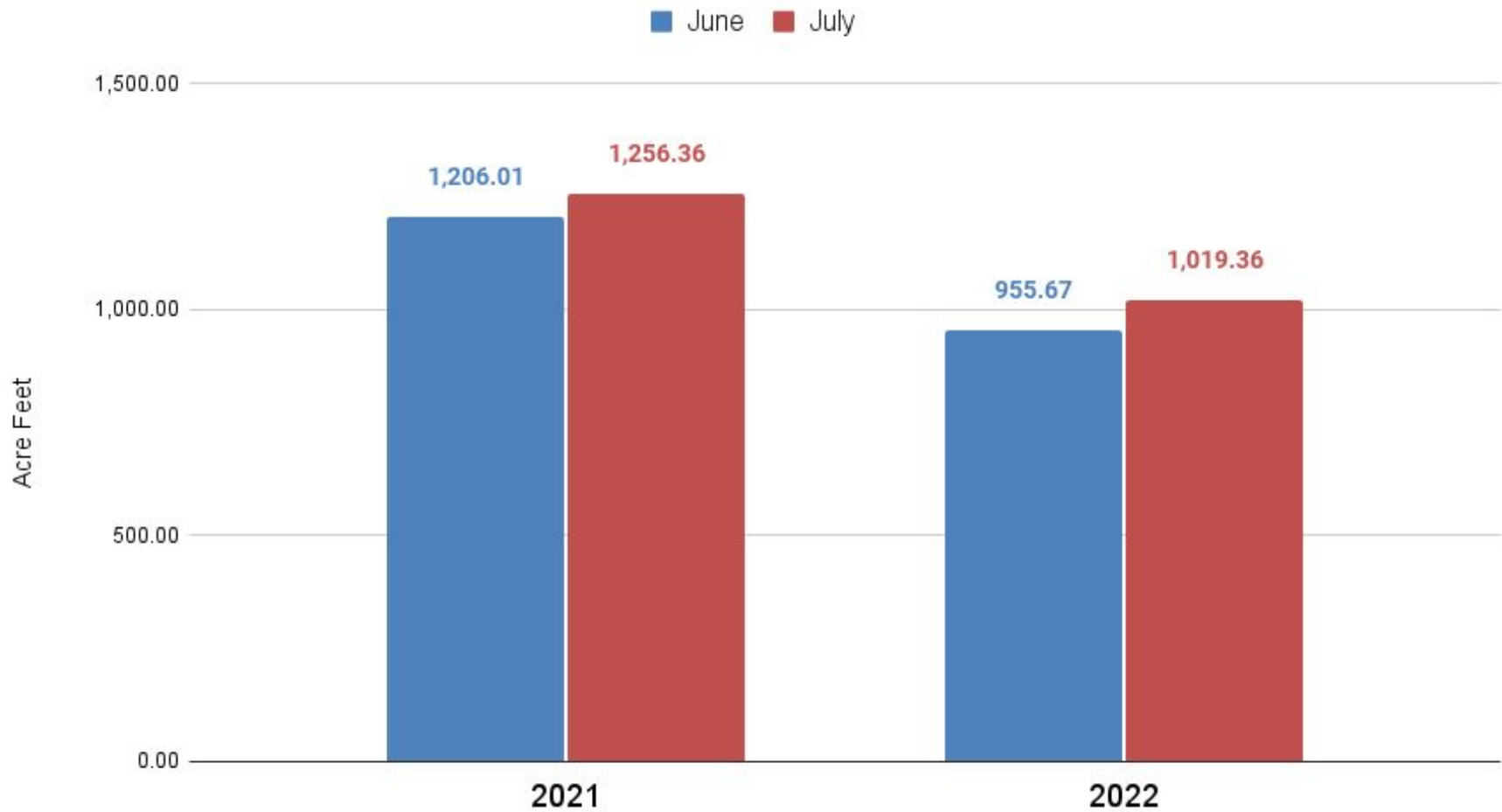
### FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

That the Public Works and Transportation Committee receive and file the Water Conservation Update Report.

### FOR CITY COUNCIL:

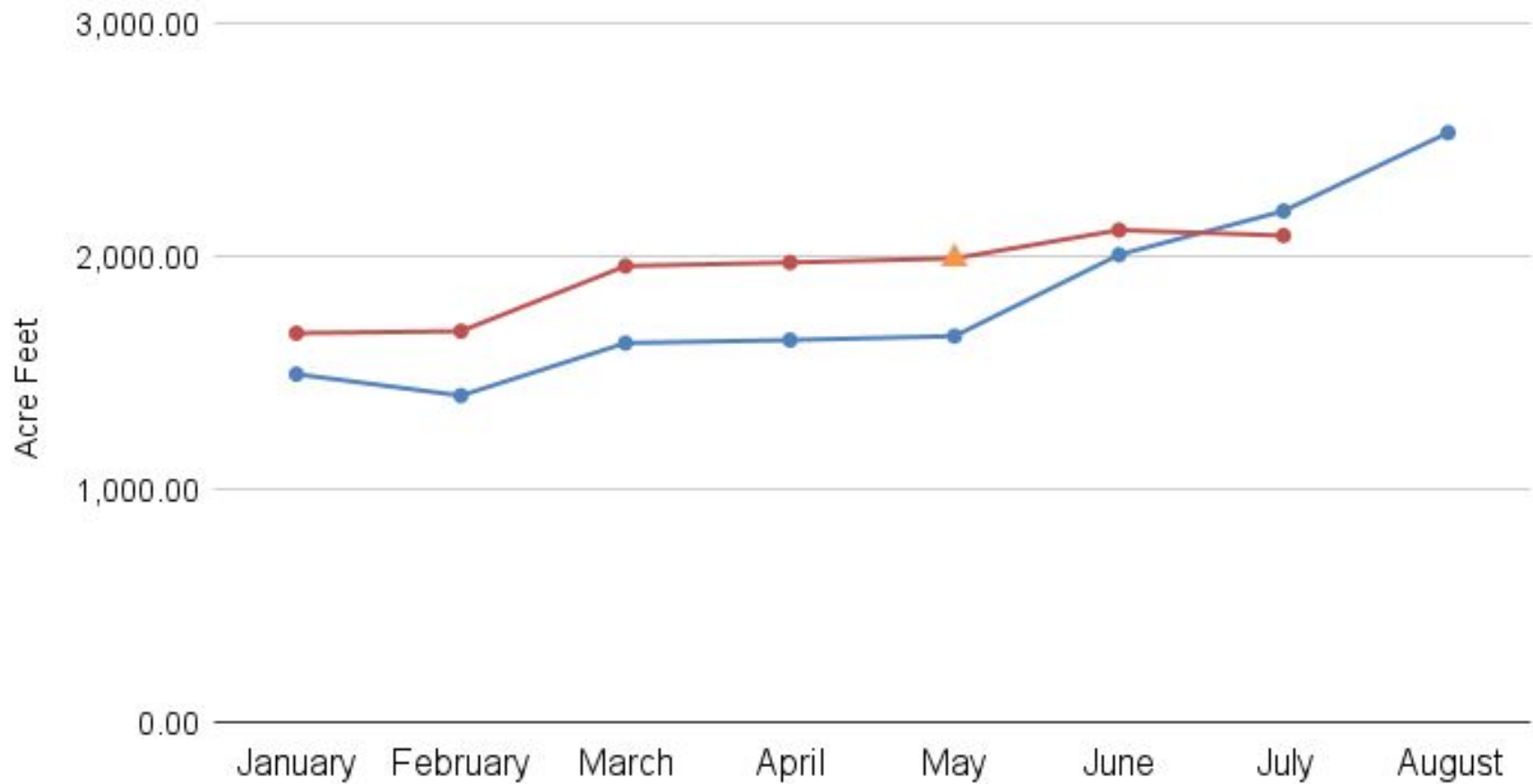
That the City Council receive a verbal report by City staff on the Water Conservation Update Report.

- State Water Project (SWP) supplies received by the Metropolitan Water District of Southern California (MWD) are severely affected by the Drought
- MWD placed water use restrictions and volumetric goals on SWP dependent users which include the Calleguas Municipal Water District (CMWD)
- Drought requirements are frequently changing by the State and Metropolitan Water District of Southern California (MWD)
- City staff is:
  - Is working diligently to make sure Oxnard remains in compliance with all mandated watering restrictions and volumetric goals
  - Is constantly providing customers with informational and resources to help them use less water and achieve the water conservation goals
  - Has taken actions to reduce the water usage on areas such as parks, medians, and parkways and non functional turf

**2021 vs. 2022 Purchased Imported Water**

## 2020 vs. 2022 Total Water Consumption

● 2020 ● 2022



- Enhanced outreach and education since the water shortage local emergency was declared by the Oxnard City Council on May 17, 2022 by the items listed below:
  - Conservation Hotline - 139 calls as of 8/10/2022
  - Blue Box Campaign- Water savings devices
  - Electronic Message boards - Rotated > four weeks
  - Orange lawn signs with drought messaging
  - “Use Less Water - Learn How:” C Street Banner
  - Direct Mail Postcard - Mailed August 1st
  - Social Media Posts- Facebook, Twitter, Instagram
  - Commercial Outreach - West Ventura County Business Alliance
  - Community events - Farmers Market, Insect Festival, Neighborhood Meetings

Look for Oxnard Water Division vehicles in your area!

Do your part to conserve water

WE ARE HERE FOR YOU

RESOURCES TO HELP YOU CONSERVE WATER!

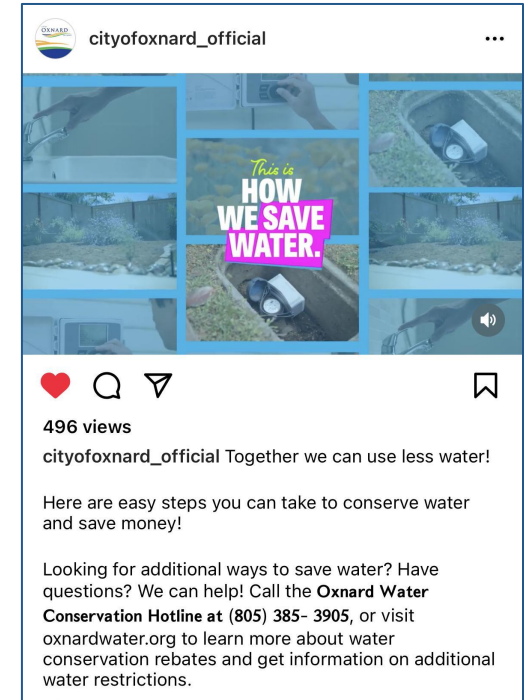
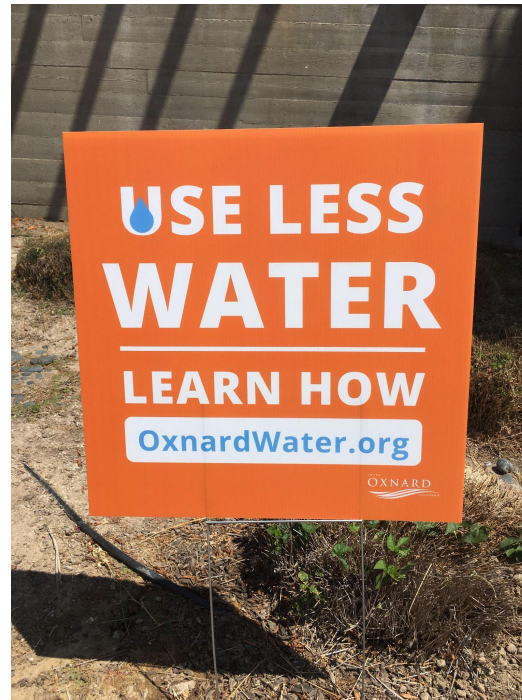
Approach one of our friendly water team members to request **FREE** water-saving devices, rebate information, water conservation flyers, and more.

Oxnard residents only

Please visit [OxnardWater.org](https://OxnardWater.org) for more information about how you can save water and money!

PUBLIC WORKS DEPARTMENT  
WATER DIVISION

CITY OF OXNARD



### THIS IS YOUR WATER SUPPLY

**EFFECTIVE NOW**

All Oxnard water customers are required to follow mandatory Stage 2 water conservation measures, which includes the newly adopted watering restrictions.

**FAILURE TO COMPLY IS SUBJECT TO FINES**

The City will issue warning letters to gain compliance. If ignored, wasting water will result in a series of escalating fines until the violations stop.

Mandatory water use restrictions will remain in place until further notice, with the possibility of moving to a "No outdoor water use" restriction for all customers as the year progresses.

**City of Oxnard**  
(805) 385-3905

**PLEASE DO YOUR PART TO HELP US CONSERVE WATER!**

Oxnard Water customers may only water functional turf **one day per week!**

| Addresses                                 | Sun    | Mon | Tues | Wed | Thurs | Fri | Sat    |
|-------------------------------------------|--------|-----|------|-----|-------|-----|--------|
| Ending in an ODD number<br>1, 3, 5, 7, 9  | 10 MIN | X   | X    | X   | X     | X   | X      |
| Ending in an EVEN number<br>0, 2, 4, 6, 8 | X      | X   | X    | X   | X     | X   | 10 MIN |

No watering between 9 a.m. and 6 p.m.

**Functional Turf**

A grass area that is used regularly for a recreational benefit.

Examples:

- Residential turf within individual home yards
- Active field
- Designated use area
- Potential area
- Playground

10 MIN

**Non-Functional Turf**

A grass area that is ornamental (just for appearances) and does not provide a recreational benefit.

Examples:

- Scenic slope
- Frontage, courtyard, interior and building adjacent turf
- Certain high-maintenance landscape areas

X

Visit [www.oxnardwater.org](http://www.oxnardwater.org) for the latest water conservation restrictions and turf removal rebates

Vea el lado reverso para información en español →

Presorted First-Class Mail U.S. Postage Paid INFSND

**Mandatory outdoor watering restrictions in place.**  
*Restricciones obligatorias de riego al aire libre están en orden.*

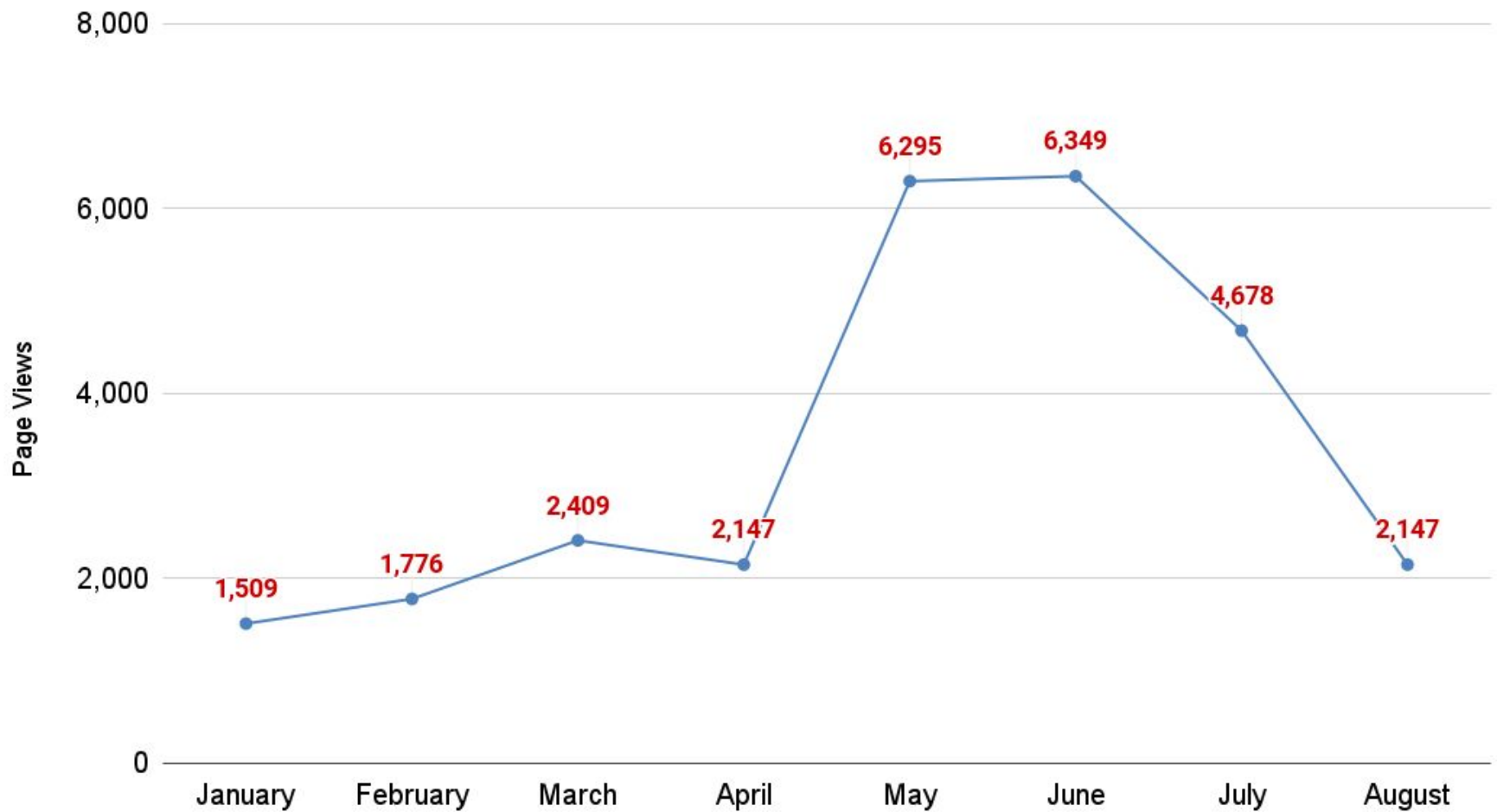
**USE LESS WATER**  
USA MENOS AGUA

**LEARN HOW**  
APRENDE CÓMO

[OxnardWater.org](http://OxnardWater.org)

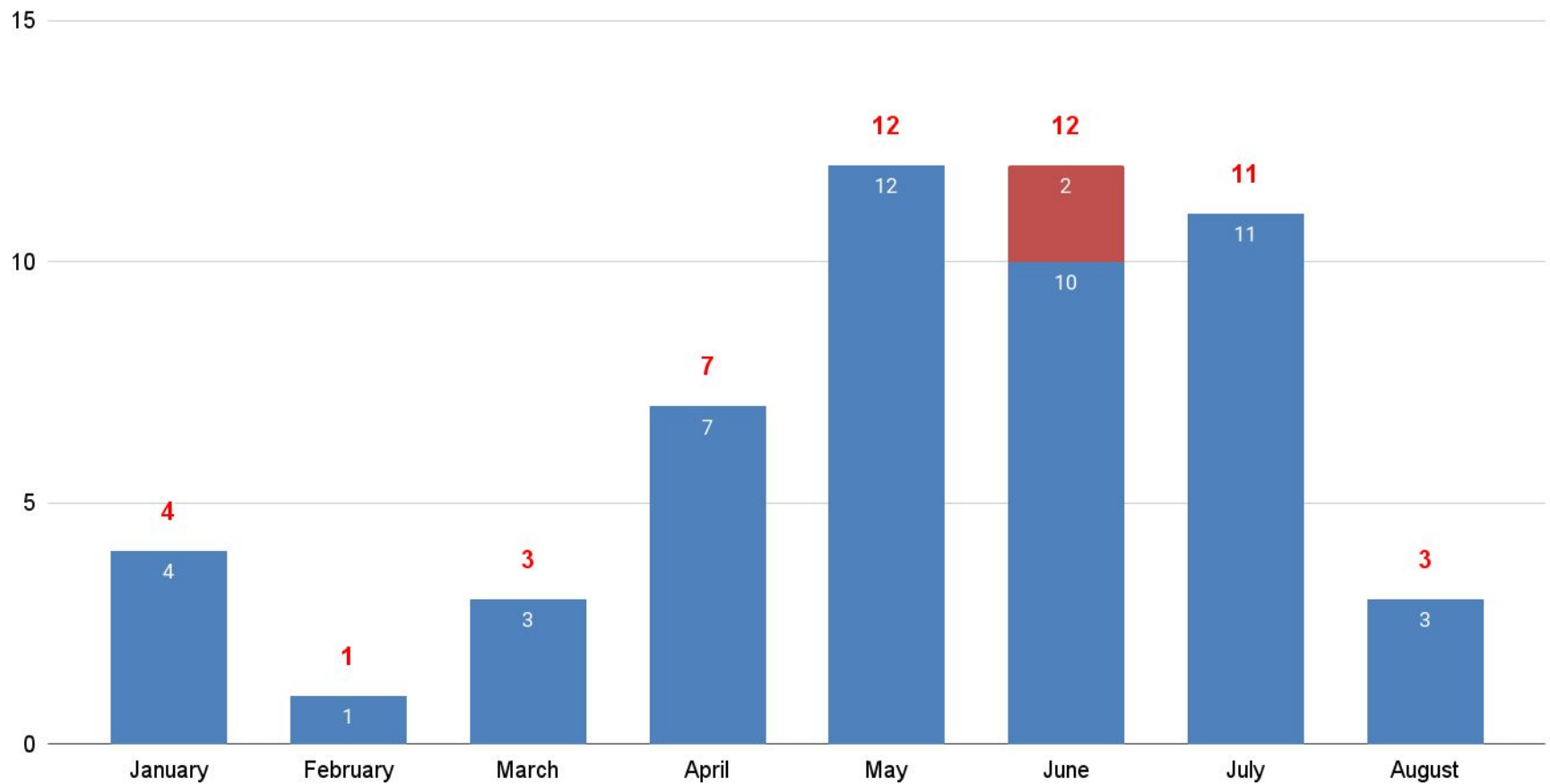
**City of Oxnard**

OxnardWater.org Page Views, January 1, 2022 to August 10, 2022



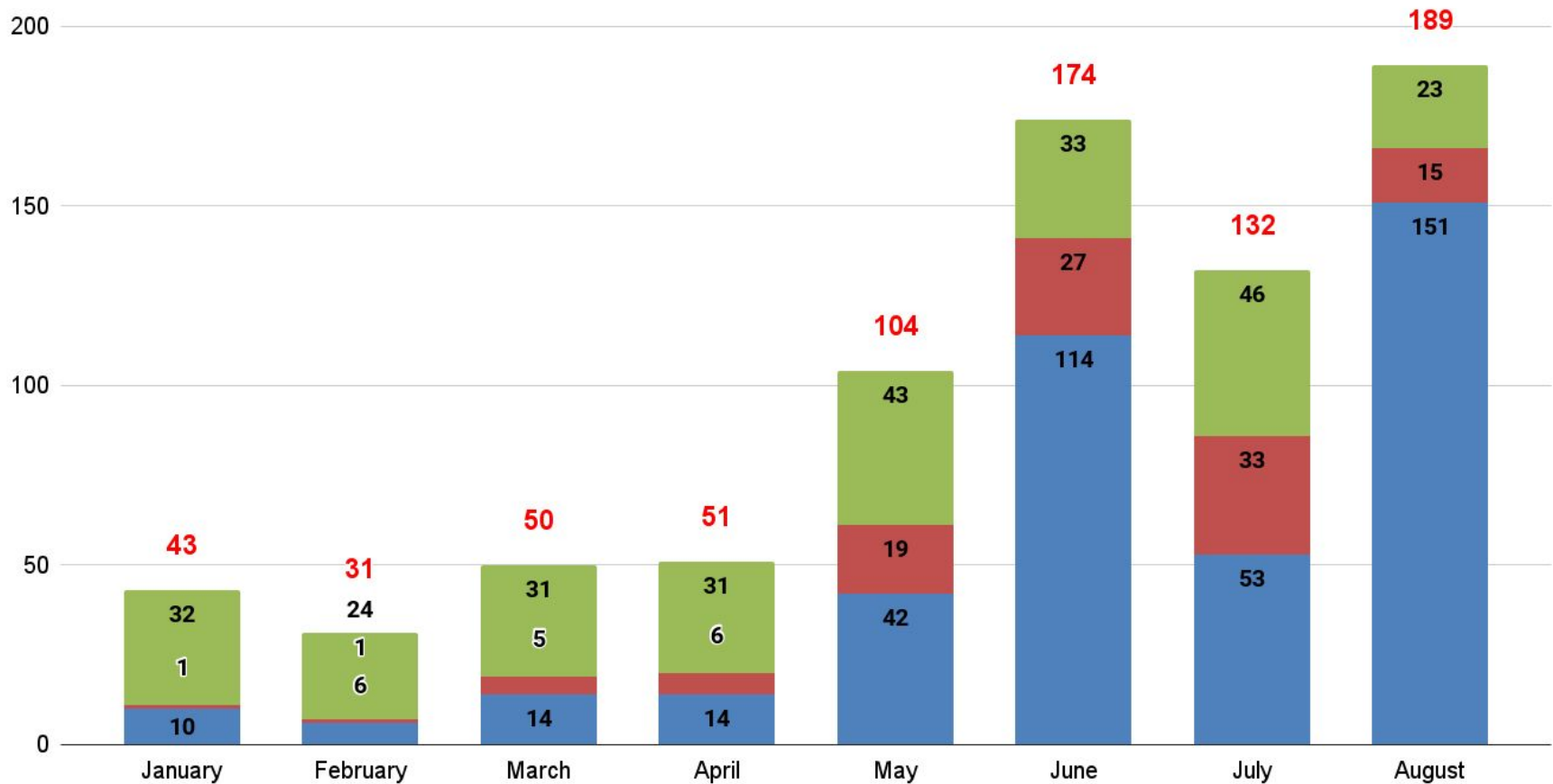
## Landscape Transformation Rebate Applications, January 1, 2022 to August 10, 2022

■ Commercial, Industrial & Institutional Applicants ■ Residential Applicants



## Received Water Waste Reports, January 1, 2022 to August 10, 2022

■ 311- Parks/Assessment Districts ■ Other - Phone/Email ■ 311 - Water Conservation



- Irrigation audits, provided free by MWD, were recently completed on eligible Oxnard parks
- Parks are watered once per week, with the exception of high activity areas and areas with trees which are allowed additional watering
- City staff are working on prioritizing areas with trees and completing irrigation repairs



- CMWD is extracting stored water supplies from their Las Posas Aquifer Storage and Recovery Wells
- CMWD's goal is to reduce the volume of SWP water purchased from MWD to help meet their volumetric goals.
- Meeting the volumetric goals will help prevent MWD from implementing zero outdoor watering or further restrictions
- August 16, 2022 - MWD adopted a resolution for equitable access to water supplies and increase supply reliability in the future to all member agencies

MWD is monitoring the volumetric goals monthly through November and will make future restrictions based on the achievement of those goals

There is no direct financial impact in receiving this report.



# QUESTIONS