



Meeting Date: 10/27/09

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Anthony Emmert, Water Resources Manager Agenda Item No. I-9  
 Reviewed By: City Manager City Attorney Finance Public Works

**DATE:** October 19, 2009

**TO:** City Council

**FROM:** Mark S. Norris, Assistant Public Works Director,  
 Public Works Department, Utilities Services Branch

**SUBJECT:** Major Electrical Equipment and Instrumentation and Control Systems Integration (Project Specification No. PW07-21E) for the Advanced Water Purification Facility Phase I, at Perkins Road north of Magellan Way

**RECOMMENDATION**

That City Council approve and authorize Mayor to execute an agreement with Rockwell Automation, Incorporation for the electrical equipment and instrumentation and control systems integration for the AWPf Project in the amount of \$5,300,000 (Agreement No. A-7225).

**DISCUSSION**

On July 17, 2009, the City's Contract Procurement and the Water Resources Division prepared and issued a competitive Request for Bid for the electrical equipment and instrumentation and control systems integration for the AWPf Project. Among the bids received and reviewed by staff after the bid closing date of August 26, 2009, Rockwell Automation, Incorporated submitted the lowest price, most responsible and responsive bid. Rockwell Automation meets all specification requirements of the project.

The AWPf Phase I Project, is a critical component of the City-approved GREAT Program, a holistic water resources project, which will increase the City's water supply, improve water supply reliability, increase water-use efficiency, maintain water quality, reduce dependence on imported water, and help local groundwater aquifers recover from chronic over pumping and seawater intrusion. The AWPf Phase I Project will treat secondary-treated effluent that is now being discharged to the Pacific Ocean to produce up to 6.25 million gallons per day of highly purified recycled water. The AWPf will utilize microfiltration/ultrafiltration, reverse osmosis, and advanced oxidation treatment to produce recycled water product that meets the stringent state requirements for groundwater injection and irrigation of edible crops. The City is designing the AWPf to be expandable to ultimately produce up to 25 million gallons per day of recycled water.

**Subject: Major Electrical Equipment and Instrumentation and Control Systems Integration (Project Specification No. PW07-21E) for the Advanced Water Purification Facility Phase I, at Perkins Road north of Magellan Way**  
**October 19, 2009**  
**Page 2 of 2**

The recycled water will be used for landscape irrigation, industrial processes, agricultural irrigation, and groundwater injection. The use of recycled water for landscape irrigation and industrial processes will directly offset the use of potable water for existing and new water customers. The use of recycled water for agricultural irrigation and groundwater injection will produce groundwater credits, which the City will use to pump groundwater from areas not subject to seawater intrusion.

The City has requested Federal and State grant funding for the GREAT Program. The Bureau of Reclamation awarded a grant in the amount of \$20 million dollars to the City thru the American Recovery and Reinvestment Act (ARRA). As part of the Federal grant funding requirements, applicants are required to demonstrate the ability to produce recycled water no later than September 30, 2011 and to expend a substantial portion of their award amount on/or before December 31, 2010.

In meeting the U.S. Bureau of Reclamation Title XVI and ARRA grant funding requirements, the City Council approved, on May 12, 2009, the plans and specifications for the prequalification and selection of electrical equipment and instrumentation and control systems integration for the AWPf. The prequalification was a competitive process that allowed the City to select the best equipment to integrate into the project, determine equipment pricing, and provided information to complete the project design.

Therefore, it is recommended that the agreement be awarded to Rockwell Automation, Incorporated in the amount of \$5,300,000 for the electrical equipment and instrumentation and control systems integration for the AWPf Project.

## **FINANCIAL IMPACT**

The total value of the agreement with Rockwell Automation for the electrical equipment and instrumentation and control systems integration is \$5,300,000. The amount is to be paid as part of the general contract for the construction of the AWPf Phase I which will be funded from the 2009 Water Revenue Bonds to be issued later this fiscal year.

Attachment #1 – Agreement No. A-7225

CITY OF OXNARD  
MAJOR ELECTRICAL EQUIPMENT AND I&C SYSTEMS INTEGRATION

**AGREEMENT FORM**

THIS AGREEMENT is between City of Oxnard ("Buyer")

and Rockwell Automation, Inc. ("Seller").

Buyer and Seller, in consideration of the mutual covenants set forth herein, agree as follows:

1. GOODS AND SPECIAL SERVICES.

1.1. Seller shall furnish Goods and Special Services as specified or indicated in the Contract Documents.

2. THE PROJECT

2.1. The Project for which Goods and Special Services to be provided under these Contract Documents may be the whole or only a part of is generally described as follows:

2.1.1. The Advanced Water Purification Facility (AWPF) for the City of Oxnard that will treat secondary effluent from the neighboring Water Pollution Control Facility to produce 6.25 mgd of highly purified finished water suitable for ground water injection. The treatment processes at the AWPF will include microfiltration/ultrafiltration followed by reverse osmosis, ultraviolet disinfection, advanced oxidation, decarbonation and lime stabilization.

2.1.2. The Project consists of providing all engineering, labor, services, equipment, warranty, and materials as required for the manufacture, factory testing labor and services, delivery, installation support labor and services, installation verification labor and services, and field testing labor and services of fully functional switchgear, switchboards, motor control centers, adjustable frequency drives, local control panels, fiber optic communications system (including equipment, installation, testing, and startup) and control instrumentation and Services in its entirety including all equipment, computer hardware, computer equipment, software configuration, software licenses, engineering and labor as required for the Integration of the Instrumentation and control (I&C) systems for the initial phase of the Oxnard Advanced Water Purification Facility (AWPF).

CITY OF OXNARD  
MAJOR ELECTRICAL EQUIPMENT AND I&C SYSTEMS INTEGRATION

3. ENGINEER

3.1. The Contract Documents for the Goods and Special Services have been prepared by CH2M HILL, Inc, (who is hereinafter called Engineer) to assume all duties and responsibilities, and have rights and authority assigned to Engineer in the Contract Documents in connection with furnishing of Goods and Special Services.

4. POINT OF DESTINATION

4.1. The place where the Goods are to be delivered is defined in the General Conditions as the Point of Destination and is designated as: City of Oxnard Advanced Water Purification Facility, 5700 Perkins Road, Oxnard, CA 93033.

4.2. Shop Drawing Submittals are to be delivered to the General Contractor for the Advanced Water Purification Facility, to whom this Contract is assigned.

5. CONTRACT TIMES

5.1. Time of the Essence: All time limits for Milestones, if any, and delivery of Goods and furnishing of Special Services as stated in the Contract Documents are the essence of the Contract. The Contractor for the Advanced Water Purification Facility (AWPF) will establish the overall schedule for the project, including delivery of Goods and Services for the Major Electrical Equipment and I&C Systems Integration. The Supplier shall comply with the schedule established by the Contractor. The AWPF project shall be started up, tested, and producing water for reuse by September 30, 2011.

5.2. Submittals: Shop Drawings and Samples required by the Contract Documents shall be submitted to Buyer for Engineer's review and approval.

5.3. Equipment Procurement: Procure, supply, and final delivery of equipment required by the Contract Documents.

5.4. Installation and Testing: All field installation activities, all functional testing activities, and all performance testing activities as required by the Contract Documents.

5.5. Final As-built O&M: All final as-built O&M manuals as required by the Contract Documents.

5.6. Delivery of Goods: Deliver Goods to the Point of Destination and ready for Buyer's receipt of delivery in accordance with the following schedule:

CITY OF OXNARD  
MAJOR ELECTRICAL EQUIPMENT AND I&C SYSTEMS INTEGRATION

5.6.1. Electrical Equipment and Control Instrumentation: The Seller shall not commence the manufacture of any Goods until the Shop Drawings have been approved and the Buyer has issued "Notice to Commence Fabrication". The Goods are to be fabricated and ready for delivery after Buyer issues the "Notice to Commence Fabrication" to Seller.

5.7. Days for Furnishing Special Services: The furnishing of Special Services to Buyer will commence upon the execution of the Agreement between the Buyer and the Seller. The Seller shall deliver all Special Services required by the Contract Documents based upon the following milestones:

5.7.1. Upon Delivery of the Goods; the Seller shall provide the specified Special Services to assist with the Installation of the Goods.

5.7.2. Upon written notification by the Buyer or its assigned representative, the Seller shall organize and deliver to the Buyer the Special Services associated with the Commissioning of the Goods.

5.7.3. Upon written notification by the buyer or its assigned representative, the Seller shall organize and deliver the I&C Services including as required for the Integration of the I&C systems for the initial phase of the Oxnard Advanced Water Purification Facility (AWPF).

5.8. Liquidated Damages: Buyer and Seller recognize time is of the essence of this Agreement and that Buyer will suffer financial loss if Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within times specified in Paragraph Delivery of Goods herein, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize timely performance of services by others involved in the Project are materially dependent upon Seller's specific compliance with requirements specified in Delivery of Goods. Further, they recognize the delays, expense, and difficulties involved in proving actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$1,000 for each day that expires after the time specified in Paragraph Delivery of Goods.

6. CONTRACT PRICE

6.1. Buyer shall pay Seller for furnishing Goods and Special Services in accordance with the Contract Documents in current funds as stated in the Bid (Pricing) Form, the amount of \$5,300,000.

6.2. The Lump Sum Prices stated in the Form of Quotation are to remain irrevocable for a period of 30 months after Notice to Proceed.

CITY OF OXNARD  
MAJOR ELECTRICAL EQUIPMENT AND I&C SYSTEMS INTEGRATION

7. PAYMENT PROCEDURES

7.1. Submission and Processing of Payments: Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer in accordance with the General Conditions.

7.2. Progress Payments: Buyer shall make progress payments on account of Contract Price on the basis of Seller's Application for Payment as follows:

7.2.1. Upon receipt of first Application for Payment submitted in accordance with Paragraph 10.01.A.1 of the General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.02.A of the General Conditions, the amount shown in the Bid (Pricing) Form for the submittal preparation less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

7.2.2. Upon receipt of second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.01.A.2 of the General Conditions, an amount sufficient to increase total payments to Seller to 90 percent of the Contract Price for furnishing the Goods, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

7.3. Final Payment: Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.06 of the General Conditions, Buyer shall pay the remainder of the Contract Price as recommended by Engineer.

8. SELLER'S REPRESENTATIONS

8.1. In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

8.1.1. Seller has examined and carefully studied the Contract Documents and other related data identified in Bidding Documents.

8.1.2. If specified, or if in Seller's judgment, any local condition may affect cost, progress or furnishing of Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to local conditions that may affect cost, progress, or furnishing of Goods and Special Services.

CITY OF OXNARD  
MAJOR ELECTRICAL EQUIPMENT AND I&C SYSTEMS INTEGRATION

8.1.3. Seller is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and furnishing of Goods and Special Services.

8.1.4. Seller has carefully studied and correlated information known to Seller, and information and observations obtained from Seller's visits, if any, to the Point of Destination, with the Contract Documents.

8.1.5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and written resolution thereof by Engineer is acceptable to Seller.

8.1.6. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

9. CONTRACT DOCUMENTS

9.1. Contents: The following Contract Documents are attached to this Agreement (except as expressly noted otherwise herein):

9.1.1. This Agreement;

9.1.2. Supply Contract Bond;

9.1.3. Payment Bond;

9.1.4. General Conditions;

9.1.5. Supplementary Conditions;

9.1.6. Specifications as listed in Table of Contents of the Bidding Documents.

9.1.7. Addenda (Numbers 1 to 2, inclusive);

9.1.8. Exhibits to this Agreement (enumerated as follows):

9.1.8.1. Exhibit A-1 to Agreement between Buyer and Seller dated October 1, 2009, Assignment of Contract; Consent to Assignment; and Acceptance of Assignment;

CITY OF OXNARD  
MAJOR ELECTRICAL EQUIPMENT AND I&C SYSTEMS INTEGRATION

9.1.8.2. Exhibit A-2 to Agreement between Buyer and Seller dated October 1, 2009, Agreement to Assignment by Seller's Surety;

9.1.8.3. Seller's Bid;

9.1.8.4. Documentation submitted by Seller prior to Notice of Award.

9.1.9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

9.1.9.1. Notice to Proceed (pages 1 to 2, inclusive);

9.1.9.2. Written Amendment(s);

9.1.9.3. Change Order(s);

9.1.9.4. Field Order(s);

9.1.9.5. Engineer's Written Interpretation(s).

9.2. There are no Contract Documents other than those listed above in this Article.

9.3. The Contract Documents may only be amended, or supplemented as provided in the General Conditions, Article 3, Contract Documents: Intent and Amending, Paragraph 3.04.

10. MISCELLANEOUS

10.1. Defined Terms: Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions. Assignment:

10.1.1. Buyer has right to assign the Contract for furnishing Goods and Special Services hereunder and Seller shall accept such assignment. Forms documenting assignment of the Contract and consent of Seller's surety to the assignment are attached as exhibits to this Agreement. The Contract will be executed in the name of the Buyer initially, and will be assigned to a Construction Contractor designated by the Buyer. Assignment will occur on the Effective Date of the Agreement between the Buyer and Construction Contractor, which is expected to occur on or about December 2009. As of the date of acceptance of assignments by the Construction Contractor, all reference in the Contract Documents to Buyer shall mean designated Construction Contractor.

CITY OF OXNARD  
MAJOR ELECTRICAL EQUIPMENT AND I&C SYSTEMS INTEGRATION

10.1.1.1. Assignment of the Contract shall relieve Buyer from all further obligations and liabilities under the Contract. After assignment, Seller shall become a supplier to assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of assignee.

10.1.1.2. After Assignment:

10.1.1.2.1. All performance warranties and guarantees required by the Contract Documents will continue to run for the benefit of Buyer and, in addition, for the benefit of assignee.

10.1.1.2.2. Except as provided in this Paragraph, all rights, duties, and obligations of Engineer to assignee and Seller under this Contract will cease.

10.1.2. No other assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge assignor from any duty or responsibility under the Contract Documents.

10.2. Successors and Assigns: Buyer and Seller each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.3. Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

CITY OF OXNARD  
MAJOR ELECTRICAL EQUIPMENT AND I&C SYSTEMS INTEGRATION

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement in duplicate. One counterpart each has been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on October 5, 2009.  
(date)

Buyer: City of Oxnard

Seller: Rockwell Automation, Inc.

By: \_\_\_\_\_  
(Corporate Seal)

By: \_\_\_\_\_  
(Corporate Seal)

Attest:  \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notice:

Address for giving notice:

305 West Third St., 3rd Floor East

\_\_\_\_\_

Oxnard, CA 93030

\_\_\_\_\_

\_\_\_\_\_  
(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

Agent for service of process:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Designated Representative:

(If Seller is a corporation or a partnership, attach evidence of authority to sign.)

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

Designated Representative:

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

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

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

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

Phone: \_\_\_\_\_

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

Facsimile: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**END OF SECTION**

CITY OF OXNARD  
MAJOR ELECTRICAL EQUIPMENT AND I&C SYSTEMS INTEGRATION

EXHIBIT A-1 to Agreement between Buyer and Seller Dated: October 5, 2009

**ASSIGNMENT OF CONTRACT; CONSENT TO ASSIGNMENT; AND  
ACCEPTANCE OF ASSIGNMENT**

This assignment will be effective on the Effective Date of the Agreement between Buyer and Construction Contractor.

The Contract between City of Oxnard ("Buyer")  
and Rockwell Automation, Inc. ("Seller")

for furnishing Goods and Special Services under the Contract Documents entitled Major Electrical Equipment & Instrumentation & Control Systems Integration for the City of

Oxnard AWP Initial Phase (6.25 mgd Product Water) is hereby assigned, transferred, and

set over to \_\_\_\_\_ ("Construction Contractor"). Construction Contractor shall be totally responsible for the performance of Seller and for the duties, rights, and obligations of Buyer, not otherwise retained by Buyer, under the terms of the Contract between Buyer and Seller.

ASSIGNMENT DIRECTED BY:

City of Oxnard

Buyer

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

By: \_\_\_\_\_  
(Signature) (Title)

ASSIGNMENT ACKNOWLEDGED AND ACCEPTED BY:

Rockwell Automation, Inc.

Seller

(If Seller is a corporation, attach evidence of authority to sign.)

By: \_\_\_\_\_  
(Signature) (Title)

ASSIGNMENT ACCEPTED BY:

Construction Contractor

(If Construction Contractor is a corporation, attach evidence of authority to sign.)

By: \_\_\_\_\_  
(Signature) (Title)

CITY OF OXNARD  
MAJOR ELECTRICAL EQUIPMENT AND I&C SYSTEMS INTEGRATION

EXHIBIT A-2 to Agreement between Buyer and Seller Dated: October 5, 2009

**AGREEMENT TO ASSIGNMENT BY SELLER'S SURETY**

Surety hereby acknowledges and agrees that the Contract for furnishing Goods and Special Services under the Contract Documents entitled Major Electrical Equipment & Instrumentation & Control Systems Integration for the City of Oxnard AWP Initial Phase by and between City of Oxnard ("Buyer") and Rockwell Automation, Inc.("Seller")

may be assigned, transferred, and set over to \_\_\_\_\_ ("Construction Contractor"), in accordance with paragraph Miscellaneous, subparagraph Assignment of Agreement between Buyer and Seller.

Surety further agrees that, upon assignment of the Contract, Construction Contractor shall have all the rights of Buyer under the Supply Contract Bond.

(Corporate Seal)

Surety

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

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

Signature and Title  
(Attach Power of Attorney)