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.gov.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

January 7, 2025

Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 861 6915 2428
3. Passcode: 751919

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer 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. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.GOV.

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. 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 remotely by 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
    b. Submit an email to **cityclerk@oxnard.org** by 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 legislative body 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.

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 include: (Minutes for Presentation + Council Discussion + Public Comment)

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

   a. Follow Zoom details listed above.
   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.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

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

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Successor Agency
CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

C. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating January 20, 2025 as "Dr. Martin Luther King, Jr. Day."

2. SUBJECT: Presentation of a Proclamation Designating January 11, 2025 as "Soroptimist Stop Human Trafficking and Sexual Slavery Awareness Day."

D. 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.

E. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

F. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of

whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

G. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

At this time, a person may address the legislative body only on matters appearing on the information/consent agenda. The presiding officer shall limit public comments to three minutes.

I. INFORMATION/CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for December 3 and 17, 2024; and Minutes of the Special Oxnard City Council for December 11, 2024.
   RECOMMENDATION: That the City Council approve the minutes.
   Legislative Body: City Council
   Contact: Luly Lopez, (805) 385-7805

2. City Manager Department
   SUBJECT: Tenth Annual Recognized Obligation Payment Schedule (ROPS) 25-26
   RECOMMENDATION: That the Community Development Commission Successor Agency adopt a Resolution approving the Tenth Annual Recognized Obligation Payment Schedule (ROPS) 25-26 covering the period of July 1, 2025 - June 30, 2026.

   (As this item comes before the Successor Agency on an annual basis and is routine in nature, it did not originate in committee.)
   Legislative Body: Successor Agency
   Contact: Alexander Nguyen, (805) 385-7430

3. Finance Department
   SUBJECT: Monthly Investment Report as of November 30, 2024.
   RECOMMENDATION: This is an information item for the City Council to receive and file.
   (This item did not originate in a committee.)
   Legislative Body: City Council
   Contact: Javier Chagoyen-Lazaro, (805) 200-5400

4. Finance Department
   SUBJECT: Update on the Financial Corrective Action Plan (FCAP) For Closing Past Audit Findings.
   RECOMMENDATION: That the City Council receive and file the update on the Financial Corrective Action Plan (FCAP) for closing past audit findings.
   (Finance and Governance Committee approved 3-0 on December 10, 2024)
   Legislative Body: City Council
   Contact: Javier Chagoyen-Lazaro, (805) 200-5400

5. Public Works Department
   SUBJECT: Public Project Agreement 32500241 with Blackpointe Group Construction &

Management Inc. for On-Call Fencing Minor Repair Services (Rebid #2), Specification No. SD 24-130R2.
RECOMMENDATION: That the City Council approve and authorize an agreement with Blackpointe Group Construction & Management Inc. (Agreement No. 32500241) for a total amount not to exceed $600,000 for a two-year term for on-call fencing minor repair services.

(Public Works and Transportation Committee approved 3-0 on November 26, 2024.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department
SUBJECT: Purchase Order with Quinn for a Backhoe Loader for Streets Maintenance.
RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to approve a purchase order with Quinn for a not-to-exceed value of $204,678.35 for the purchase of a backhoe loader for Streets Maintenance.

(Public Works and Transportation Committee approved 3-0 on December 10, 2024.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department
SUBJECT: Annual Purchase Orders with Performance Nursery, Inc. for the Supply of Plant Material, Specification No. 25-12.
RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute Annual Purchase Orders with Performance Nursery, Inc. from December 18, 2024, through December 17, 2029, for a total not to exceed amount of $500,000 for the supply of plant material.

(Public Works and Transportation Committee approved 3-0 on December 10, 2024.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

8. Public Works Department
SUBJECT: Agreement with Downstream Services, Inc. for Stormwater Filter Replacement and Maintenance Services, Specification No. PW 24-90.
RECOMMENDATION: That the City Council approve and authorize an Agreement with Downstream Services, Inc. (Agreement No. 32500236) for a term of one year from January 22, 2025, to January 21, 2026, for a total contract amount not to exceed $1,250,000 for stormwater filter replacement and maintenance services.

(Public Works and Transportation Committee approved 3-0 on December 10, 2024.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

9. Public Works Department
SUBJECT: Trade Services Agreement with Commodity Trucking Acquisition LLC dba Tri-County Transportation for Backfill and Resurfacing Material Sales, Delivery and Haul Away Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Commodity Trucking Acquisition LLC dba Tri-County Transportation (Agreement

No. 32500292) for an initial term of one year from January 8, 2025, through January 7, 2026, with the option to extend for four consecutive one-year periods ending January 7, 2030, for a total contract amount not to exceed $1,000,000 for backfill and resurfacing material sales, delivery and haul away services.

(Public Works and Transportation Committee approved 3-0 on December 10, 2024.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

10. Public Works Department
SUBJECT: Public Project Agreement 32500341 with Jaynes Brothers Construction, Inc. for the Wilson Park Playground Equipment Replacement Project (Rebid) Specification No. PW 20-53R.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $305,119.11 in Project funds for the Wilson Park Playground Equipment Replacement Project (Rebid) Specification No. PW 20-53R;
2. The Mayor to Execute an Agreement with Jaynes Brothers Construction, Inc. in the amount of $254,267.11 and a Project contingency amount of $25,426 (~10%) for a total not to exceed value of $279,693.11 for the Project; and
3. A Project allocation amount of $25,426 (~10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

11. Public Works Department
SUBJECT: Annual Purchase Orders with Iteris, Inc., for Traffic Signal Equipment for the Intelligent Transportation Systems (ITS) Traffic Signal Improvements Project.
RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with Iteris Inc., for a not-to-exceed amount of $500,000 for a term of three years through January 7, 2028, to purchase traffic signal equipment for the Intelligent Transportation Systems (ITS) Traffic Signal Improvements Project (M2208).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

J. REPORTS

1. Public Works Department
SUBJECT: Intelligent Transportation System (ITS) Update. (20 minutes)
RECOMMENDATION: That the City Council receive a presentation on the Intelligent Transportation System.

(Public Works and Transportation Committee approved 3-0 on November 12, 2024.)

(Presentation will be live upon consultant's request.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: Resolution for AD 2000-1 Improvement Fund Account Closeout and Budget Appropriation. (10 minutes)
RECOMMENDATION: That the City Council:

1. Authorize a budget appropriation in the amount of $16,500 within Special Districts account Fund 500, Subfund 50503801, for the cost of administering the Improvement Fund closeout and completing a final arbitrage rebate yield calculation; and
2. Adopt a resolution declaring a surplus, ordering disposition of the surplus within the Improvement Fund of Assessment District 2000-1(Oxnard Boulevard/Highway 101 Interchange project) to call bonds ahead of schedule, and approving the Closeout Report.

(Finance and Governance Committee approved 3-0 on December 10, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/PYcoM8WE8Oc
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

3. City Manager Department
SUBJECT: Consideration of Request by Councilman Starr to Eliminate the City Council Committee Structure
RECOMMENDATION: That the City Council:

1. Discuss the request by Councilman Starr to eliminate the City Council Committee structure; and
2. Determine if it wishes to direct staff to bring back an ordinance repealing Oxnard City Code Section 2-1.1 regarding the establishment of City Council Committees.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/rWQiCSJsERo
Legislative Body: City Council
Contact: Alexander Nguyen, (805) 385-7430

4. City Manager Department
SUBJECT: City Council Committees
RECOMMENDATION: That the City Council:
1. That the Mayor propose the appointment of the membership for each of the three City Council Committees; and
2. That the City Council consider the approval of the proposed appointments to each of the three City Council Committees.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/WpNR3eqGBBI
Legislative Body: City Council
Contact: Alexander Nguyen, (805) 385-7430

5. City Clerk Department

SUBJECT: Appointments of Councilmembers to Serve on Various Boards, Commissions, and Committees.

RECOMMENDATION: 1. That the Mayor, with approval of the City Council, appoint members and alternates from the City Council to the:
a) Association of Water Agencies for Ventura County (one primary and alternate);
b) Beach Erosion Authority for Control of Operation & Nourishment (BEACON) (one primary and alternate);
c) Clean Power Alliance Board of Directors (one primary and two alternates);*
d) Economic Development Collaborative - Ventura County (one primary);
e) Gold Coast Transit District (one primary and alternate);
f) Las Cortes Housing Development corporation (two primary);
g) Oxnard Convention & Visitors Bureau (one primary and alternate);
h) Regional Defense Partnership for the 21st Century (one primary and alternate);
i) Ventura Council of Governments (one primary and alternate);
j) Ventura County Animal Regulation Commission (one primary and alternate);
k) Ventura County Regional Energy Alliance (one primary and alternate);
l) Ventura County Transportation Commission (one primary)
m) Ventura Regional Sanitation District (one primary and alternate);

*Alternate may be a staff member.

2. That the City Council, as a whole, appoint two Councilmembers to the Oxnard Airport Authority and one Councilmember as an alternate.

Legislative Body: City Council
Contact: Luly Lopez, (805) 385-7805

K. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.1

DATE: January 7, 2025

TO: City Council

FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org

SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for December 3 and 17, 2024; and Minutes of the Special Oxnard City Council for December 11, 2024.

RECOMMENDATION

That the City Council approve the minutes.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS
1. City Council Minutes of the Regular Meeting of 12-03-2024
2. City Council Minutes of the Regular Meeting of 12-17-2024
3. City Council Minutes of the Special Meeting of 12-11-2024

MINUTES
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
December 3, 2024

A. ROLL CALL, POSTING OF AGENDA

At 5:30 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, 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. Councilmembers Gabriela Basua (arrived at 5:35 p.m.), Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela, Mayor Pro Tem Bryan A. MacDonald and Mayor John C. Zaragoza were present.

Housing Commissioners Jose Andrade and Francisco Vega were absent.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Oxnard Housing Authority.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received.

C. CLOSED SESSION (5:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code section 54956.9(d)(1)).
   Name of case: Aaron Starr v. City of Oxnard
   Ventura County Superior Court, Case No. 56-2017-00494475-CUWM
   Legislative Body: City Council

At 5:32 p.m., the City Council recessed into a closed session. At 6:04 p.m., the City Council reconvened in an open session in the Council Chambers. Stephen Fischer, City Attorney, announced that no reportable actions resulted from closed session for items C.1.

D. OPENING CEREMONIES (6:00 PM)

Mayor Zaragoza led the pledge of allegiance followed by a moment of silence.

E. CEREMONIAL ITEMS

Public speakers were received from Julia Luis (presented certificates of congressional recognition on behalf of Congresswoman Julia Brownley to Councilmembers Valenzuela, Madrigal, Mayor Pro Tem MacDonald, and Mayor Zaragoza.), Dr. Martita Martinez-Bravo (presented a certificate of recognition to Mayor Zaragoza on behalf of the City of Camarillo and the City Council.), Vianey Lopez, Ventura County Board of Supervisors (thanked and recognized Councilmembers Valenzuela, Madrigal, Mayor Pro Tem MacDonald, Mayor Zaragoza and Rose Chaparro.), Paulina Riviera (presented certificates of recognition on behalf of Assemblymember Steve Bennett to Councilmembers Valenzuela, Madrigal, Mayor Pro Tem MacDonald, and Mayor Zaragoza.).

Public Speakers were also received from Eduardo Huerta, and Greg Runyon.

1. SUBJECT: Presentation of a Proclamation Designating December 1, 2024 as "World AIDS Day."

Mayor Zaragoza read the Proclamation and presented it to Sal Fuentes, Chris Ornales, Chair of HIV/AIDS Coalition for Ventura and a community member. Sal Fuentes, Chris Ornales and a community member accepted the proclamation and said a few words.

2. SUBJECT: Special Guest from the North Pole.

Santa joined the Council on the dais and wished everyone a Merry Christmas. Santa will be visiting the community from December 12, 2024 to December 20, 2024, from 5 p.m. to 9 p.m. Mayor Zaragoza thanked Santa and the elves and wished everyone a Merry Christmas and a Happy New Year.

3. SUBJECT: Presentation of a **Resolution 15,831** Commending Rose Chaparro for Four Years of Public Service as the Oxnard City Clerk.

Mayor Zaragoza read the resolution and presented it to Rose Chaparro. Rose Chaparro accepted the resolution and said a few words. No public comments were received.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Basua, to approve the resolution. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

4. SUBJECT: Presentation of a **Resolution 15,832** Commending Arthur Valenzuela, Jr. for One Year and Eight Months of Dedicated Service as a Member of the Oxnard City Council Representing District 6.

Mayor Zaragoza read the resolution and presented it to Councilmember Valenzuela Jr. Councilmember Valenzuela Jr. accepted the resolution and said a few words. No public comments were received.

It was moved by Councilmember Perello, seconded by Councilmember Teran, to approve the resolution. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

5. SUBJECT: Presentation of a **Resolution 15,833** Commending Oscar Madrigal for Eight Years of Dedicated Public Service as a Member of the Oxnard City Council Representing District 3.

Mayor Zaragoza read the resolution and presented it to Councilmember Madrigal. Councilmember Madrigal accepted the resolution and said a few words. Public comment was received from Monica Madrigal.

It was moved by Councilmember Perello, seconded by Councilmember Valenzuela, to approve the resolution. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

6. SUBJECT: Presentation of a **Resolution 15,834** Commending Bryan A. MacDonald for Sixteen Years of Dedicated Service as a Member of the Oxnard City Council Representing District 4.

Mayor Zaragoza read the resolution and presented it to Mayor Pro Tem MacDonald. Mayor Pro Tem MacDonald accepted the resolution and said a few words. Public comment was received from Manuel Herrera.

It was moved by Mayor Zaragoza, seconded by Councilmember Perello, to approve the resolution. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

7. SUBJECT: Presentation of **a Resolution 15,835** Commending John C. Zaragoza for Twenty-Eight Years of Dedicated Public Service to the City of Oxnard.

Mayor Pro Tem MacDonald read the resolution and presented it to Mayor Zaragoza. Mayor Zaragoza accepted the resolution and said a few words.

Public comments were received from Yvonne Gutierrez, Manuel Herrera, David Cabral, Jaclyn Zaragoza, John Zaragoza Jr., Pat Brown, Steven Auclair, Janette Zaragoza, Isaac Morales, and John Jacob Zaragoza.

It was moved by Councilmember Basua, seconded by Councilmember Valenzuela, to approve the resolution. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public Comments were received from Vanessa Valdez (Gaza), and Ray Blattel (traffic signals).

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Manager Department
   SUBJECT: Naming the Oxnard Transit Center the *John C. Zaragoza Transit Center Oxnard*.
   RECOMMENDATION: That the City Council adopt a **Resolution 15,836** naming the Oxnard Transit Center the *John C. Zaragoza Transit Center Oxnard*.

Alex Nguyen, City Manager was available to answer questions.

Public comments were received from Manuel Herrera, Greg Runyon, Bill Gallagher, Vanessa Valdez, and Pat Brown.

At 9:54 p.m., the Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

It was moved by Councilmember Teran, seconded by Councilmember Perello, to approve to continue the meeting past 10:00 p.m. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Valenzuela voted in favor; motion passed 6-0-1. Mayor Zaragoza was absent.

It was moved by Councilmember Madrigal, seconded by Councilmember Valenzuela, to approve the recommended action. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Valenzuela voted in favor; motion passed 6-0-1. Mayor Zaragoza recused himself due to a potential conflict of interest.

H. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

The members of the Council provided brief announcements regarding their various activities.

No public comments were received.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1 through K.12 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

No public comments were received.

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the City Council approve the minutes of October 29, 2024 regular

meeting as presented.

2. Community Development Department
SUBJECT: Approval of Site Lease Agreement with Coast Energy DevCo, LLC through the Clean Power Alliance (CPA) Power Ready Program for the installation of a solar photovoltaic and battery storage project at 214 South C Street.
RECOMMENDATION: That the City Council approve and authorize the City Manager or designee to enter into a Lease Agreement with Coast Energy DevCo, LLC (Coast Energy) for the installation of a solar photovoltaic and battery storage system at the Service Center on 214 South C Street.

(On June 8, 2021, the Community Services, Public Safety, Housing and Development Committee voted 3-0 to support the staff recommendation for the City to work with the CPA to determine the feasibility of installing solar rooftop photovoltaic and battery storage at the Service Center.)

3. Public Works Department
SUBJECT: Public Project Agreement 32500283 with Chrisp Company for Refreshing School Crosswalks Project, Specification No. PW 25-35.
RECOMMENDATION: That the City Council approve and authorize the Mayor to Execute an Agreement with Chrisp Company in the amount of $216,454.20 and a Project contingency amount of $21,645 (10%) for a total not to exceed value of $238,099.20 for the Project.

(This item did not originate in Committee as this is an American Rescue Plan Act (ARPA) improvement project that was previously approved by the City Council.)

4. Public Works Department
SUBJECT: Purchase Order with Waxie's Sanitary Supply, Inc. for $200,000 for the Purchase of Receptacle Waste and Recycling Bins.
RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute a Purchase Order with Waxie's Sanitary Supply, Inc. dba Waxie Sanitary Supply for $200,000 through June 30, 2025, for the purchase of receptacle waste and recycling bins.

(This item did not originate in Committee as this is an American Rescue Plan Act (ARPA) improvement project that was previously approved by the City Council.)

5. Public Works Department
SUBJECT: Professional Services Agreements 32500224 with Kimley-Horn and Associates, Inc., 32500226 with Fehr & Peers and 32500223 with LSY Enterprise, Inc. for as-needed Traffic-Related and Planning Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following:

1. An Agreement with Kimley-Horn and Associates, Inc. for an initial term of three years from December 4, 2024, to December 3, 2027, with the option for two consecutive one-year period extensions ending December 3, 2029, for a total not-to-exceed amount of $1,500,000 for as needed Traffic Signal Operations and Engineering Services Specification No. PW 25-18;
2. An Agreement with Fehr & Peers for an initial term of three years from December 4, 2024, to

December 3, 2027, with the option for two consecutive one-year period extensions ending December 3, 2029, for a total not-to-exceed amount of $1,500,000 for as needed Transportation Planning and Grant Writing Services Specification No. PW 25-19; and
3. An Agreement with LSY Enterprise, Inc. for an initial term of three years from December 4, 2024, to December 3, 2027, with the option for two consecutive one-year period extensions ending December 3, 2029, for a total not-to-exceed amount of $1,500,000 for as needed General Traffic Engineering Services Specification No. PW 25-20.

(Public Works and Transportation Committee approved 3-0 on November 12, 2024.)

6. Public Works Department
SUBJECT: Agreement 32500218 with Garcia's Landscaping Maintenance, Inc. for On-Call Landscape Systems Maintenance and Minor Repair Services, Specification No. 25-10.
RECOMMENDATION: That the City Council approve and authorize an Agreement with Garcia's Landscaping Maintenance, Inc. for an initial term of three years from December 4, 2024, to December 3, 2027, with the option for two consecutive one-year period extensions ending December 3, 2029, for a total not-to-exceed amount of $3,000,000 for citywide On-Call Landscape Systems Maintenance and Minor Repair Services.

(Public Works and Transportation Committee approved 3-0 on November 12, 2024.)

7. Public Works Department
SUBJECT: Receipt and Filing of Special Tax and Bond Accountability Act Report (SB 165) for Fiscal Year 2023-24.
RECOMMENDATION: Staff recommends the City Council receive and file the Special Tax and Accountability Act Report for the Fiscal Year Ending June 30, 2024.

(This item did not originate in Committee.)

8. Housing Department
SUBJECT: Third Amendment to Agreement 9292-01-HO for Security Services.
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard approve and authorize the Executive Director to execute a Third Amendment to Agreement 9292-21-HO with Alltech Industries, Inc. in the amount of $105,963.12 for a total agreement value of $408,612.24 using funds from the Low Rent Public Housing Operating Funds budget and Housing Choice Voucher Administrative Fees budget.

(This item did not originate in Committee because it is a continuation of an item previously approved by the Board of Commissioners.)

9. Police Department
SUBJECT: Third Amendment to Agreement No. 9722-22-FN for Police Department Car Wash Services - New Image 2000.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement 9722-22-FN with New Image 2000 car wash services for the Oxnard Police Department, and approve a $12,500 increase to the Agreement's not to exceed amount for a

total agreement value of $212,000.

(This item did not originate in Committee)

10. Finance Department
SUBJECT: Monthly Investment Report as of October 31, 2024.
RECOMMENDATION: This is an information item for the City Council to receive and file.

(This item did not originate in committee.)

11. City Clerk Department
SUBJECT: Conflict of Interest Code Amendment.
RECOMMENDATION: That the City Council adopt a **Resolution 15,837** repealing all previous Conflict of Interest Code resolutions and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act to update the list of designated positions filing Statements of Economic Interests ("Form 700").

(This item did not originate in committee.)

12. Finance Department
SUBJECT: AB1600 Annual Report for Development Impact and In-Lieu Fees for the fiscal year ending June 30, 2024.
RECOMMENDATION: That the City Council receive and file the AB1600 Annual and Five-Year Report for Development Impact and In-Lieu Fees for the fiscal year and five years ending June 30, 2024.

(Finance and Governance Committee approve 3-0 on November 12, 2024)

Consent Items K.1 – K.7 and K.9 to K.12
It was moved by Councilmember Madrigal, seconded by Councilmember Perello, to approve the Information/Consent items as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; the motion passed 7-0.

Consent Item K.8
It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the Information/Consent item as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; the motion passed 7-0.

L. REPORTS

1. Public Works Department
SUBJECT: Additional Project Contingency and Budget Appropriation Transfer for the Aquifer Storage and Recovery Completion Project PW 20-08. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize:

1. An additional project contingency in the amount of $1,000,000 to Agreement A-8261 with Spiess Construction Company, Inc. for a new not-to-exceed contract value of $5,583,700 and extend the

completion date to February 1, 2026, for the Recycled Water: Aquifer Storage and Recovery Completion Project (C2021); and
2. The City Manager to approve a budget appropriation transfer in the amount of $1,402,349 from Recycled Water Backbone Hueneme Phase 2 (C1001) Water Bond Fund (609) to the Recycled Water: Aquifer Storage and Recovery (ASR) Completion Project (C2021) and corresponding transfers from the Water Capital Fund (602).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Michael Wolfe, Public Works Director, and Tim Beaman, Assistant Public Works Director, were available to answer questions. No public comment was received. Discussion ensued among the council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Basua, to approve the recommended action. VOTE: Basua, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0-1. Mayor Pro Tem MacDonald was recused.

2. Public Works Department
SUBJECT: Update on Mobile Car Washing Regulations and Enforcement. (10 minutes)
RECOMMENDATION: That the City Council receive and file an update on mobile car washing regulations and enforcement.

(Public Works and Transportation Committee approved 3-0 on October 22, 2024 to forward the item to the Council to receive and file.)

Michael Wolfe, Public Works Director, and Tim Beaman, Assistant Public Works Director, were available to answer questions. No public comment was received. Discussion ensued among the council and staff.

The City Council receive and file the report. No action was taken.

3. Community Development Department
SUBJECT: Update to the City of Oxnard, California Environmental Quality Act (CEQA) Threshold Guidelines. (10 minutes)
RECOMMENDATION: That the City Council adopt a **Resolution 15,838** repealing Resolution No.15,040 and adopt a resolution approving updated CEQA Threshold Guidelines (herein referred to as 2024 CEQA Threshold Guidelines) and finding that the 2024 CEQA Threshold Guidelines are exempt from CEQA under Guidelines Section 15061(b)(3).

(This item did not originate in Committee.)

Jeff Pengilley, Community Development Director, and Kathleen Mallory, Planning and Sustainability Manager, were available to answer questions. No public comment was received. Discussion ensued among the council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

4. Police Department
SUBJECT: Brinc Drone Agreement. (10 minutes)
RECOMMENDATION: That the City Council:

1) Receive an update report from the Police Department on the topics of drone uses in public safety, and a Drone First Responder ("DFR") program; and
2) Approve and authorize the Mayor to enter into a five-year agreement (A-8564) with BRINC Drones ("BRINC") in an amount not to exceed $2,009,515.00 to provide the Police Department with equipment, technology, and support to establish and operate a Drone First Responder program, and
3) Authorize the Police Department to acquire and use drones provided under the agreement with BRINC, and
4) Approve grant revenue recognition and appropriation of $363,717 from the State Supplemental Law Enforcement Services Fund (SLESF) to the State and Local Grant Fund (210) for Citizens Option for Public Safety (COPS) Program, and the corresponding Capital Outlay Fund (301) transfer in revenue/appropriation in the same amount, for the agreement with BRINC Drones.

Jason Benites, Police Chief, was available to answer questions. Public comments were received from Isaac Michael Morales, Cynthia Salas, Vanessa Valdez, Pat Brown, Manuel Herrera, and Greg Runyon. Discussion ensued among the council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Basua, to approve the recommended action. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 6-1. Councilmember Valenzuela voted no.

5. Housing Department
SUBJECT: Remittance to the City of Oxnard's Community Development Block Grant (CDBG) Line of Credit with the United States Department of Housing and Urban Development for Ineligible Program Costs (10 minutes).
RECOMMENDATION: That the City Council:

1. Authorize the City Manager to remit up to $369,083.93 to the City of Oxnard's Community Development Block Grant Line of Credit with the United States Department of Housing and Urban Development for ineligible program costs to comply with the 2021 monitoring review requirements;
2. Authorize the City Manager, or designee, to appropriate up to $369,083.93 from the City's General Fund (101) available fund balance; and
3. Authorize the Finance Department to complete a cash transfer to the United States Treasury to return funds to the City of Oxnard's Line of Credit with the United States Department of Housing and Urban Development.

(This item did not originate in Committee. This item was previously presented to City Council on July 5, 2022.)

Emilio Ramirez, Housing Director was available to answer questions. No public comment was received. Discussion ensued among the council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Basua, to approve the recommended action. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 11:55 p.m.

_____ _____

LOURDES A. LOPEZ
City Clerk

JOHN C. ZARAGOZA
Mayor

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
December 17, 2024

A. ROLL CALL, POSTING OF AGENDA

At 5:02 p.m., Mayor Luis Mc Arthur called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Luis Mc Arthur, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments.

C. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
   Agency designated representatives: Ashley Golden, Assistant City Manager, Steve Naveau, Director of Human Resources, Jason Benites, Police Chief, and Alexander Hamilton, Fire Chief
   Employee organization: Oxnard Public Safety Managers Association (OPSMA)

At 5:04 p.m., the City Council recessed into a closed. At 6:11 p.m. the City Council reconvened in an open session in the Council Chambers. Stephen Fischer, City Attorney announced that there was no action to report regarding Closed Session Item C-1.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Ashley Golden, Assistant City Manager; Emilio Ramirez, Housing Director; and Lourdes A. López, City Clerk.

D. OPENING CEREMONIES

Mayor Pro Tem Teran led the pledge of allegiance followed by a moment of silence.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Lang Martinez (homeless advocate); Fernando Gutierrez (crime and reduction of sales tax); David Goodman (support of Mayor); Alex Ruis (newly elected Councilmembers); Lindy Levin (Ventura Road near railroad crossing); Jim Carr (Colony storm drain); Kyle Emmanuel De La Torre (safety concerns at Channel Islands and J Street); Itandehui Morales (working together); Alexis Schmidt (support for Mayor and City committees); Dan Pinedo (remember your oath); and Doug Partello (change is difficult).

F. REPORT OF THE CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

No report.

G. CITY COUNCIL COMMITTEE REPORTS

Councilman Starr: 1) attended the annual corporate meeting of the Association of Water Agencies of Ventura County and had an extensive conversation with Lynn Maulhardt. It might be worthwhile to invite Mr. Maulhardt or the United Water Conservation District's General Manager to discuss increasing the availability of water; 2) visited the intersection of Roosevelt and First Streets, where there was a traffic collision; and 3) Congratulated Pacific High School football team and would like to recognize them the team at a future City Council meeting.

Councilwoman Basua: 1) wished everyone happy holidays; and 2) would like to get an update on the property at Saviers Road and Channel Islands Boulevard.

Councilwoman Perez: 1) looks forwards to connecting with neighborhood Council Chairs; 2) announced upcoming neighborhood council meetings for District 6: December 18th for Southwinds and January 15th for Blockstock South; 3) toy distributions; and 4) annual masa distribution by Port of Hueneme.

Councilmember Perello: 1) announced upcoming neighborhood council meetings: Cal Gisler on Dec. 17th and Oxnard Dunes and Rose Park on December 18th; 2) update on the electronic voting board; 3) Fremont South past chair concern with dust and soil; and 4) improvement to educational system, the City Council is not involved with that.

Mayor Pro Tem Teran: 1) RiverPark Neighborhood Council; 2) attended birthday celebration for Ruth Zavala who turned 106 years old; 3) dirt stock pile that was moved by the Department of Airports; 4) City Council procedures manual; and 5) Ventura County Resources: crisis and referral line.

Mayor Mc Arthur: 1) reflected on the December 11th meeting and did not mean offend anyone. Wants to create a better quality of life for our residents; 2) would like to have a discussion on seating arrangements and for it to be included in the City Council procedures manual; 3) attended a soccer event at Pierce College with about 60 students; 4) participated in a celebration for the Virgin Mary on East Pleasant Valley Road with Tlaxcala Mexico; and 5) breakfast at the Colonia senior center.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Councilmembers requested that Item Nos. 4, 6, 7, 8, 9, 10 were reviewed and discussed among the Council and staff. Mayor Pro Tem Teran announced that he is abstaining from Item No. J-9, due to the nature of his work including professional work with the County of Ventura. Councilwoman Basua abstaining on Item J-11.

The Public Works Director provided some minor changes to the agreement for Item No. J-5 to reflect the bidder's documents received during the bid process.

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of November 19, 2024 regular meeting as presented.

2. Fire Department
SUBJECT: Authorization to Submit FEMA and Homeland Security Grant Applications.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,841** that:

    1. Ratifies the submission of six (6) grant applications to the FEMA Assistance to Firefighters Grant (AFG) for $1,474,000, including a $134,000 local match for the purpose of procuring four (4) paramedic monitors, a paramedic squad, EMS training equipment, radio reprogramming training, eight (8) tethered drones, and HazMat training;
    2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
    3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
    4. That authorizes the Fire Chief or designee to submit non-financial reports.

    (The Community Services, Public Safety, Housing & Development Committee approved 3-0 on November 26, 2024).

3. Fire Department
SUBJECT: Authorization to Submit FEMA Assistance to Firefighters Grant

Application.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,842** that:

1. Ratifies the submission of one (1) grant application to the FEMA Assistance to Firefighters Grant (AFG) for $506,673 including a $46,061.18 local match for the purpose of fire prevention training for the Oxnard Fire Department Prevention Bureau.
2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

(This item did not originate in committee due to impending grant deadline.)
Legislative Body: City Council

5. Public Works Department
SUBJECT: Public Project Agreement 32500303 with Jaynes Brothers Construction, Inc. for Citywide Playground Replacement Project - College Estates Park, Specification No. PW 24-126.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $239,993.90 in Project funds for the Citywide Playground Replacement Project - College Estates Park, Specification No. PW 24-126;
2. The Mayor to Execute an Agreement with Jaynes Brothers Construction, Inc. in the amount of $199,993.90 and a Project contingency amount of $20,000 (~10%) for a total not to exceed value of $219,993.90 for the Project; and
4. A Project allocation amount of $20,000 (~10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

6. Public Works Department
SUBJECT: Public Project Agreement 32500304 with R.E. Schultz Construction, Inc. for Citywide Playground Replacement Project - Fremont Tot Park, Specification No. 25-48.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $386,220 in Project funds for the Citywide Playground Replacement Project - Fremont Tot Park, Specification No. 25-48;
2. The Mayor to Execute an Agreement with R.E. Schultz Construction, Inc. in the amount of $321,850 for and a Project contingency amount of $32,185 (10%) for a total

not to exceed value of $354,035 for the Project; and
3. A Project allocation amount of $32,185 (10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

7. Public Works Department
SUBJECT: Annual Purchase Orders with SiteOne Landscape for Landscape Supplies, Specification No. 25-11.
RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute annual Purchase Orders with SiteOne Landscape from December 18, 2024, through December 17, 2029, for a total not to exceed amount of $1,000,000 for landscape supplies.

(Public Works and Transportation Committee approved 3-0 on November 26, 2024.)

8. Public Works Department
SUBJECT: Agreement 32500260 with Northhills Recycling for On-Call Engineered Fiber, Mulch and Bark Delivery and Services, Specification No. PW 24-133R.
RECOMMENDATION: That the City Council approve and authorize an Agreement with Northhills Recycling for a term of one year from December 18, 2024, to December 17, 2025, for a total contract amount not to exceed $500,000 for on-call engineered fiber, mulch, and bark delivery and services.

(Public Works and Transportation Committee approved 3-0 on November 26, 2024.)

9. Public Works Department
SUBJECT: Multi-Agency Agreement 32500282 for Funding Santa Clara River Monitoring Program.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Memorandum of Agreement (MOA) among the County of Ventura, the Ventura County Watershed Protection District, City of Fillmore, City of Oxnard, City of Santa Paula, and City of San Buenaventura (Parties), for the sharing of costs to fund the Santa Clara River (SCR) Total Maximum Daily Load (TMDL) monitoring program.

(This item did not originate in Committee as this is a continuation of an item previously approved by Council at the October 4, 2016, City Council meeting, Agreement A-7917.)

10. City Manager Department
SUBJECT: List of City Manager Approved Contracts - Informational Only.

RECOMMENDATION: That the City Council receive and file the list of City Manager approved contracts for the period June 13, 2024 through December 5, 2024.

(This item did not originate in Committee.)

11. Housing Department
SUBJECT: Ground Lease Agreement between the City of Oxnard and Catalyst Family Incorporated.
RECOMMENDATION: That the City Council:

Approve and authorize the Mayor to execute a five-year ground lease between the City of Oxnard and Catalyst Family, Inc, a non-profit California public benefit corporation, at a monthly lease rate of $3,645.83, for a 17,500 square foot area in Colonia Park located at 170 North Juanita Avenue for the purpose of childcare services.

(This item did not originate in Committee.)

No public comments.

Consent Items J 1-3, 5 (as amended) - 8 and 10
It was moved by Councilman Starr, seconded by Councilwoman Rodriguez, to approve the recommended action as presented. VOTE: Basua, Mc Arthur, Perello, Perez, Rodriguez, Starr, and Teran voted in favor; motion passed 7-0.

Consent Item J-9
It was moved by Mayor Mc Arthur, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Mc Arthur, Perello, Perez, Rodriguez, Starr, and Basua voted in favor; motion passed 6-0-1 with Mayor Pro Tem Teran abstaining.

Consent Item J-11
It was moved by Mayor Pro Teran, seconded by Councilwoman Rodriguez, to approve the recommended action as presented. VOTE: Perello, Perez, Rodriguez, Starr, Teran, and Mc Arthur voted in favor; motion passed 6-0-1 with Councilwoman Basua abstaining.

K. REPORTS

1. Housing Department
SUBJECT: Consultant and Professional Services Agreement for Real Estate Services with CBRE. (10 minutes)
RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a Consultant and Professional Services Agreement (Agreement No. 325001360) with CBRE for Real Property Services for an initial term of 18 months with three one year options to extend, for an agreement amount not to exceed $675,000

(This item did not originate in committee because it is a continuation of an item previously approved by the City Council.)

Emilio Ramirez, Housing Director answered questions. No public comments were received.

It was moved by Councilman Starr, seconded by Councilwoman Rodriguez, to approve the recommended action: VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua and Mc Arthur voted in favor; motion passed 7-0

2. Public Works Department
SUBJECT: Public Project Agreement 32500276 with Ayala Engineering, Inc. for Eastern Trunk Sewer Manhole Rehabilitation, Phase 1 (Rebid No. 2), Specification No. PW 22-25R2. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $3,427,200 in Project funds for the Eastern Trunk Sewer Manhole Rehabilitation, Phase 1,(Rebid-2), Specification No. PW 22-25R2;
2. The Mayor to Execute an Agreement with Ayala Engineering, Inc. for $2,856,000 and a Project contingency amount of $285,600 (10%) for a total not to exceed value of $3,141,600 for the Project; and
3. A Project allocation amount of $285,600 (10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Tim Beaman, Assistant Public Works Director and Michael Wolfe, Public Works Director answered questions. No public comments were received.

It was moved by Councilwoman Basua, seconded by Councilman Starr, to approve the recommended action: VOTE: Perez, Rodriguez, Starr, Teran, Basua, Mc Arthur, Perello voted in favor; motion passed 7-0

3. Public Works Department
SUBJECT: Public Project Agreement 32500284 with California Skateparks for Design-Build of the Skate Park at Del Sol Park Specification No. PW 23-35. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $4,500,000 in Project funds for the Design-Build of the Skate Park at Del Sol Park Specification No. PW 23-35;
2. The Mayor to Execute an Agreement with California Skateparks in the amount of $4,090,909 with California Skateparks;

3. A Project allocation amount of $409,091 (~10%) for engineering, inspection, survey and project management; and
4. A budget appropriation in the amount of $100,000 from the available fund balance in the Development Impact Fee Fund (350, sub-fund 8020) to the Skatepark in Colonia Capital Improvement Project (C2249) and corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Taylor Gambino, Project Manager and Michael Wolfe, Public Works Director answered questions. Public comments were received from Tom Garcia (questioned the site location for this project and daily usage).

It was moved by Councilwoman Perez, seconded by Mayor Pro Tem Teran, to approve the recommended action: VOTE: Rodriguez, Starr, Teran, Basua, Mc Arthur, Perello, and Perez voted in favor; motion passed 7-0

4. City Manager Department

SUBJECT: Accept a grant from the California State Department of Water Resources in the amount of $1,000,000 for the Santa Clara River Levee 3 Construction Project. (10 minutes)

RECOMMENDATION: That the City Council:

1. Adopt a Resolution authorizing the City of Oxnard to enter into Agreement No. 4600015992 with the State of California Department of Water Resources to receive funds for the Santa Clara River Levee Construction Project and authorizing the City Manager or designee to execute the agreement on behalf of the City;
2. Accept a grant from the California State Department of Water Resources in the amount of $1,000,000 for the Santa Clara River Levee Construction Project; and
3. Authorize the City Manager or designee to execute the grant agreement and submit financial reports, grant claims, and approve the necessary budget appropriations for the use of the grant funds.

Adam Smith, Project Manager and Gerald Kapuscik, Manager, Strategic Resiliency Group with the County of Ventura were available to answer questions. Public comments were received from: Paul Schnebelen (supports SCR); and Steve Nash (supports the action).

It was moved by Councilman Starr, seconded by Councilmember Perello, to approve the recommended action: VOTE: Starr, Teran, Basua, Mc Arthur, Perello, Perez, and Rodriguez voted in favor; motion passed 7-0

5. Public Works Department

SUBJECT: Second Amendment to Golf Management Agreement A-8157 and Additional Budget Appropriations. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute a Second Amendment to the Golf Course Management Agreement with American Golf Corporation for a time extension only for an additional term of four months ending on June 30, 2025; and
2. The recognition of additional golf course revenues in the amount of $353,550 and appropriate an amount not to exceed $662,890 for FY 2024-25 expenses in the Golf Course Operating Fund (651).

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on June 4, 2024.)

Steve Howlett, Assistant Public Works Director and Michael Wolfe, Public Works Director answered questions. Public comments were received from: Ray Blattel (questioned the expenses); Doug Partello (concerned with contract); and Pat Brown (supports golf course and levee).

It was moved by Councilman Starrz, seconded by Councilwoman Rodriguez, to approve the recommended action: VOTE: Basua, Mc Arthur, Perello, Perez, Rodriguez, Starr, and Teran voted in favor; motion passed 7-0

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 10:01 p.m.

_____ _____

LOURDES A. LÓPEZ
City Clerk

LUIS MC ARTHUR
Mayor

MINUTES

OXNARD CITY COUNCIL
Special Council Meeting
December 11, 2024

A. ROLL CALL, POSTING OF AGENDA

At 6:02 p.m., Mayor John C. Zaragoza called to order the special meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk, Rose Chaparro called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela, Mayor Pro Tem Bryan A. MacDonald and Mayor John C. Zaragoza were present.

At 7:21 p.m., the newly elected officials, Lourdes A. Lopez, City Clerk, Phillip Molina, City Treasurer, Councilmembers Aaron Starr, Gabriela Rodriguez, Michael Perez, and Mayor Luis Mc Arthur joined the meeting.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. OPENING CEREMONIES (6:00 PM)

Mayor Zaragoza led the pledge of allegiance.

C. REPORTS

1. City Attorney Department

SUBJECT: Declare Results of the Canvass of Returns of the November 5, 2024 General Municipal Election and Administer the Oath of Office. (60 minutes)

RECOMMENDATION: 1. That the City Council, acting as the legislative body of Community Facilities District No. 5 (RiverPark):

a. Adopt a **Resolution No. 15,839** declaring the results of the canvass of returns of the November 3, 2020, General Municipal Election in the City of Oxnard; and

b. Adopt an uncodified **Ordinance No. 3051** titled:

"AN ORDINANCE THAT CONTINUES AND MAINTAINS SERVICES AND AMENITIES WITHIN THE RIVERPARK COMMUNITY BY THE READOPTION OF RESOLUTION NO. 12,936'S EXHIBIT A AND TABLE 1 IN EXHIBIT B TO PREVENT THE ELIMINATION OR SUBSTANTIAL REDUCTION ON THE COLLECTION OF COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK)'S SPECIAL TAXES, AND REAFFIRMS THAT CFD NO. 5'S SPECIAL TAXES SHALL NOT BE ELIMINATED, REDUCED AND/OR RESTRICTED BY ONE OR MORE OF THE THREE INITIATIVES PROPOSED BY AARON STARR, ALICIA PERCELL AND DANIEL WOLKENFELD"

2. That the City Council adopt a **Resolution No. 15,840** declaring the results of the canvass of returns of the November 5, 2024 General Municipal Election in the City of Oxnard.

3. That the City Council authorize the administration of the oath of office to the newly elected and re-elected officers in the following order: Lourdes 'Luly' Lopez, Phillip Molina, Aaron Starr, Gabriela Rodriguez, Michaela Perez, and Luis Mc Arthur followed by remarks from the officers.

Stephen Fischer, City Attorney, was available to answer questions.

Public comments were received from Edward Sierra, Fernando Gutierrez, Ray Blattel, Steven Aoukir, Deborah Baber, Maria Aldana, Dan Pinedo, Alejandra Mendoza, Amber Thompson, Abel Velasquez, Manuel Herrera, KC Rodriguez, Irma Lopez, and Al Velasquez.

Discussion ensued among the council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

2. City Attorney Department
SUBJECT: Selection of Mayor Pro Tem. (30 minutes)
RECOMMENDATION: That City Council, pursuant to Government Code sections 34905 and 36801:

1. Select one of two common methods to select a Mayor Pro Tem; and
2. Select a Mayor Pro Tem to serve in the event of the Mayor's absence.

Stephen Fischer, City Attorney, was available to answer questions.

Public comments were received from Manuel Herrera, Maria Navarro, Dan Pinedo, Roni Miranda, Ronald Arruejo, Lucy Cartagena, Maria Aldana, Steven Auclair, and Isaac Morales.

Discussion ensued among the council and staff.

Councilmember Basua made a motion to use either one of two common methods to select a Mayor Pro Tem and appoint Councilmember Teran to serve as Mayor Pro Tem to serve in the event of the Mayor's absence.

It was moved by Councilmember Basua, seconded by Councilmember Perello, to appoint Councilmember Teran to be Mayor Pro Tem for a one-year term. VOTE: Basua, Perello, Perez, Rodriguez, and Teran, voted in favor; motion passed 5-2. Councilmembers Starr and Mayor Mc Arthur voted no.

D. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

1. City Manager Department
SUBJECT: Begin the Process to Appoint Council Committee Membership, Including Committee Chairs.
RECOMMENDATION: That the City Council discuss Council Committee Membership, including Committee Chairs, in preparation for appointments to be made at the January 7, 2025 City Council meeting.

Alexander Nguyen, City Manager, was available to answer questions.

Public comments were received from Ronald Arruejo, Manuel Herrera, Steven Auclair, JR Ruiz, Doug Partello, and Dan Pinedo.

Discussion ensued among the council and staff. No formal action was taken.

E. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 10:21 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS MC ARTHUR
Mayor

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.2

DATE: January 7, 2025

TO: Successor Agency

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Tenth Annual Recognized Obligation Payment Schedule (ROPS) 25-26

RECOMMENDATION

That the Community Development Commission Successor Agency adopt a Resolution approving the Tenth Annual Recognized Obligation Payment Schedule (ROPS) 25-26 covering the period of July 1, 2025 - June 30, 2026.

(As this item comes before the Successor Agency on an annual basis and is routine in nature, it did not originate in committee.)

BACKGROUND

As part of the 2011 Budget Act and to protect funding for core public services at the local level, the California Legislature approved the dissolution of the state's four hundred Redevelopment Agencies (RDAs). On February 1, 2012, all RDAs in the state of California were officially dissolved. As a result of eliminating RDAs, property tax revenues that had gone to RDA projects and programs are now used to pay required payments on existing bonds, other obligations, and pass-through payments to local governments. The remaining property tax revenues that exceed the enforceable obligations are allocated to cities, counties, special districts, and school and community college districts.

To help facilitate the wind-down process at the local level, each city formed a Successor Agency (SA), which manages ongoing redevelopment projects, makes payments on enforceable obligations, and disposes of redevelopment assets and properties. In the City of Oxnard, the City Council acts as the SA to Oxnard's former RDA, the Community Development Commission. Each SA has an Oversight Board (OB) that supervises its work. As specified in California Senate Bill 107, beginning on July 1, 2018, all OBs in the county were consolidated into one OB, the Ventura County Consolidated Oversight Board (County OB). The 7-member County OB comprises representatives of the local agencies from Ventura County cities, special districts, and K-14 educational agencies. The County OB members have a fiduciary responsibility to holders of enforceable obligations and the local agencies that would benefit from property tax distributions from the former redevelopment project areas.

Pursuant to California Health and Safety Code Section 34177(l)(1), the City, as SA to the former Oxnard Community Development Commission, must prepare an annual ROPS documenting the enforceable obligations of the former RDA for the coming fiscal year. This ROPS covers the period July 1, 2025, through June 30, 2026 (ROPS 25-26) and, per California Health and Safety Code Section 34177(m), must be submitted to the California Department of Finance (DOF) after approval by the County OB, no later than February 1, 2025.

The ROPS 25-26 period totals $10,338,457 in SA enforceable obligations. These obligations include bond debt service and developer agreement payments enforceable by the SA.

This year's ROPS submission is mainly consistent with last year's. The current ROPS totals $10,338,457, an increase from last year's $10,228,152, primarily due to the Successor Agency's bond amortization and developer payment obligations. In continuing with the Successor Agency's wind-down efforts, and given that the Successor Agency no

longer holds title to any real property, one notable change in this year's ROPS submission is the retiring of staff project management obligations found on lines 10, 15, 44, 49, and 51 on pages two and three of Attachment 2. These project management obligations totaled $25,000 on last year's ROPS.

The majority of the SA's ROPS 25-26 enforceable obligations, approximately $6 million, come from the debt service from the bonds issued by the former RDA in prior years before the dissolution of redevelopment in the City.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Approval of the Tenth Annual ROPS 25-26 will facilitate the ability of the SA to continue payment of the enforceable obligations of the former Community Development Commission and is among the reasonable measures required to be taken to avoid triggering an event of default under any enforceable obligations. Certification of the ROPS allows the SA to collect property tax revenues from the Ventura County Auditor-Controller in an amount sufficient to pay the obligations listed on the ROPS 25-26 on time.

The General Fund is not responsible for these enforceable obligations.

The Tenth Annual ROPS 25-26 must be submitted to the DOF by February 1, 2025. If this deadline is not met, the City is subject to a civil penalty of $10,000 every day that an SA is past due on submission.

COMMITTEE OUTCOME

As this item comes before the Successor Agency on an annual basis and is routine in nature, it did not originate in committee.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. ROPS 25-26 SA Resolution
2. ROPS 2025-26 Form

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

RESOLUTION NO. _____

RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY ADOPTING A TENTH ANNUAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 25-26) FOR JULY 1, 2025 – JUNE 30, 2026

WHEREAS, Assembly Bill x1 26 ("AB 26") and AB x1 27 ("AB 27") were passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, among other things, AB 26 amends Sections 33500, 33501, 33607.5 and 33607.7 of the California Health and Safety Code and adds Part 1.8 and Part 1.85 to Division 24 of the California Health and Safety Code; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, subject to all reservations herein stated, the Community Development Commission was dissolved as of February 1, 2012, such that the Community Development Commission shall be deemed a former redevelopment agency under Health and Safety Code section 34173(a); and

WHEREAS, Health and Safety Code section 34173(a) designates successor agencies as successor entities to former redevelopment agencies; and

WHEREAS, on January 10, 2012, by Resolution 14,135, the City Council of the City of Oxnard declared itself as the successor agency upon the dissolution of the Community Development Commission, subject to all reservations stated in such resolution; and

WHEREAS, the California Supreme Court in *California Redevelopment Association v. Matosantos*, Case No. S194861 upheld the constitutionality of ABx1 26 and established May 1, 2012 as the date by which the draft Recognized Obligation Payment Schedule ("ROPS") must be prepared; and

WHEREAS, California Health and Safety Code Section 34171(h) and 34177(m) provide that a successor agency must prepare a ROPS every six months after the initial ROPS period; and

WHEREAS, on April 24, 2012, the Successor Agency adopted a Draft ROPS; and

WHEREAS, on April 25, 2012, the Oversight Board to the Oxnard Community Development Commission Successor Agency directed Successor Agency Staff to amend the ROPS to incorporate the State Department of Finance's revised ROPS format; and

WHEREAS, on May 8, 2012, a revised Amended ROPS I was adopted by the Successor Agency and identified enforceable obligations for the period of February 1, 2012, through June

30, 2012; and

WHEREAS, on May 8, 2012, a ROPS II was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2012, through December 31, 2012; and

WHEREAS, on July 22, 2012, a ROPS III was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2013, through June 30, 2013; and

WHEREAS, on February 12, 2013, a ROPS IV (13-14A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2013, through December 31, 2013; and

WHEREAS, on September 10, 2013, a ROPS V (13-14B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2014, through June 30, 2014; and

WHEREAS, on February 11, 2014, a ROPS VI (14-15A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2014, through December 31, 2014; and

WHEREAS, on September 9, 2014, a ROPS VII (14-15B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2015, through June 30, 2015; and

WHEREAS, on February 24, 2015, a ROPS VIII (15-16A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2015, through December 31, 2015; and

WHEREAS, on September 1, 2015, a ROPS IX (15-16B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2016, through June 30, 2016; and

WHEREAS, SB 107 terminates the every six months ROPS timeline as of December 31, 2015, and instead requires annual ROPS reporting starting with the first annual ROPS 16-17 for the period beginning July 1, 2016, and ending June 30, 2017; and

WHEREAS, California Health and Safety Code Section 34177(o) provides that a successor agency must prepare a ROPS every twelve months; and

WHEREAS, on January 19, 2016, the First Annual ROPS (16-17) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2016, through June 30, 2017; and

WHEREAS, on January 24, 2017, the Second Annual ROPS (17-18) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2017, through June 30, 2018; and

WHEREAS, on January 23, 2018, the Third Annual ROPS (18-19) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2018, through June 30, 2019; and

WHEREAS, on September 11, 2018, an amended Third Annual ROPS (18-19B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2019, through June 30, 2019; and

WHEREAS, on January 8, 2019, the Fourth Annual ROPS (19-20) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2019, through June 30, 2020; and

WHEREAS, on January 7, 2020, the Fifth Annual ROPS (20-21) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2020, through June 30, 2021; and

WHEREAS, on September 1, 2020, an amended Fifth Annual ROPS (20-21B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2021, through June 30, 2021; and

WHEREAS, on January 19, 2021, a Sixth Annual ROPS (21-22) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2021, through June 30, 2022; and

WHEREAS, on January 18, 2022, a Seventh Annual ROPS (22-23) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2022, through June 30, 2023; and

WHEREAS, on January 17, 2023, an Eighth Annual ROPS (23-24) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2023, through June 30, 2024; and

WHEREAS, on January 2, 2024, a Ninth Annual ROPS (24-25) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2024, through June 30, 2025; and

WHEREAS, on January 7, 2025, the Successor Agency was presented the proposed Tenth Annual ROPS (25-26), which identifies each enforceable obligation on which payments will be required during the period of July 1, 2025, through June 30, 2026.

NOW, THEREFORE, THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The Oxnard Community Development Commission Successor Agency hereby finds and determines that the foregoing recitals are true and correct.

Section 2. All legal prerequisites to the adoption of this Resolution have occurred.

Section 3. The attached Proposed ROPS is hereby adopted.

Section 4. Successor Agency staff is hereby authorized to administratively amend the ROPS in order to modify, adjust or remove line items pending the outcome of review by the Oversight Board, the County Auditor-Controller, and/or the California Department of Finance and to format the ROPS to conform with State Department of Finance requirements not yet published, and to take all necessary and appropriate actions to prepare and submit the ROPS, provided, however, that neither such authorization nor such removal shall be deemed to be, nor are they intended as, an acknowledgment of the validity of ABx1 26 and AB 1484 or such action by the Oversight Board, the County Auditor-Controller and/or the California Department of Finance. The Successor Agency reserves all rights to challenge the validity and/or application of any or all provisions of ABx1 26 and AB 1484 in any administrative or judicial proceeding without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS. The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

Section 5. This Resolution shall take effect immediately upon its adoption.

Section 6. The Successor Agency’s Secretary Designate shall certify as to the adoption of this resolution.

///
///
///
///
///
///
///

PASSED, APPROVED and ADOPTED this ___ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis Mc Arthur, Chairman

ATTEST:

_____
Lourdes A. López, Secretary Designate

APPROVED AS TO FORM:

_____
Stephen M. Fischer, General Counsel

Recognized Obligation Payment Schedule (ROPS 25-26) - Summary
Filed for the July 1, 2025 through June 30, 2026 Period

Successor Agency: Oxnard

County: Ventura

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	25-26A Total (July - December)	25-26B Total (January - June)	ROPS 25-26 Total
A Enforceable Obligations Funded as Follows (B+C+D)	**$ 2,804,545**	**$ -**	**$ 2,804,545**
B Bond Proceeds	-	-	-
C Reserve Balance	2,721,914	-	2,721,914
D Other Funds	82,631	-	82,631
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	**$ 2,101,754**	**$ 5,432,158**	**$ 7,533,912**
F RPTTF	2,041,754	5,372,158	7,413,912
G Administrative RPTTF	60,000	60,000	120,000
H Current Period Enforceable Obligations (A+E)	**$ 4,906,299**	**$ 5,432,158**	**$ 10,338,457**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

Oxnard
Recognized Obligation Payment Schedule (ROPS 25-26) - ROPS Detail
July 1, 2025 through June 30, 2026

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 25-26 Total**	**ROPS 25-26A (Jul - Dec)**					**25-26A Total**	**ROPS 25-26B (Jan - Jun)**					**25-26B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								$61,475,565		$10,338,457	$-	$2,721,914	$82,631	$2,041,754	$60,000	$4,906,299	$-	$-	$-	$5,372,158	$60,000	$5,432,158
1	CCRP Tax Allocation Refunding Bond 2004	Bonds Issued On or Before 12/31/10	04/13/2004	09/01/2026	Wells Fargo/ Finance	Downtown Infrastructure, Capital Improvement Projects and Façade Program; including debt management costs	CCRP	2,378,479	N	$2,378,479	-	1,161,059	-	-	-	$1,161,059	-	-	-	1,217,420	-	$1,217,420
10	Project Management	Project Management Costs	01/01/2014	06/30/2025	City Community Development	Property management, project management and inspection	Central City Revitalization Project	-	Y	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
15	Project Management	Project Management Costs	01/01/2014	06/30/2025	City Community Development	Property management, project management and inspection	Downtown	-	Y	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
17	HERO Tax Alloc Bond 2006	Bonds Issued On or Before 12/31/10	12/13/2006	09/01/2036	Wells Fargo/ Finance	Street Reconstruction Projects; including debt management costs	HERO	9,055,210	N	$1,368,277	-	593,431	-	-	-	$593,431	-	-	-	774,846	-	$774,846
18	HERO Tax Alloc Bond 2008	Bonds Issued On or Before 12/31/10	06/17/2008	09/01/2038	Wells Fargo/ Finance	RiverPark Parking Structure Infrastructure; including debt management costs	HERO	11,461,933	N	$1,241,780	-	522,210	-	-	-	$522,210	-	-	-	719,570	-	$719,570
24	HERO RiverPark	OPA/DDA/ Construction	05/18/2010	06/30/2036	U.S. Bank, NA	Affordable Housing	HERO	8,028,107	N	$759,745	-	-	-	379,873	-	$379,873	-	-	-	379,872	-	$379,872
40	HERO RiverPark MOU to OPA	OPA/DDA/ Construction	09/26/2010	06/30/2036	U.S. Bank, NA	Infrastructure reimbursement payments per MOU to OPA	HERO	17,249,435	N	$1,646,225	-	-	82,631	740,481	-	$823,112	-	-	-	823,113	-	$823,113
44	Project Management	Project Management Costs	01/01/2014	06/30/2025	City Employees	Property management, project management and inspection	HERO	-	Y	$-	-	-	-	-	-	$-	-	-	-	-	-	$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 25-26 Total	ROPS 25-26A (Jul - Dec)					25-26A Total	ROPS 25-26B (Jan - Jun)					25-26B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
48	Ormond Beach Tax Alloc Bond 2006	Bonds Issued On or Before 12/31/10	12/13/2006	09/01/2036	Wells Fargo	Street Reconstruction Project	Ormond Beach	3,743,095	N	$632,108	-	283,783	-	-	-	$283,783	-	-	-	348,325	-	$348,325
49	Project Management	Project Management Costs	01/01/2014	06/30/2025	City Employees	Property management, project management and inspection	Ormond Beach	-	Y	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
50	Southwinds Tax Allocation Bond 2006	Bonds Issued On or Before 12/31/10	12/13/2006	09/01/2036	Wells Fargo	Street Reconstruction Bond	Southwinds	2,138,106	N	$359,043	-	161,431	-	-	-	$161,431	-	-	-	197,612	-	$197,612
51	Project Management	Project Management Costs	01/01/2014	06/30/2025	City Employees	Property management, project management and inspection	Southwinds	-	Y	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
52	Downtown Lease Guarantee Payment	OPA/DDA/Construction	11/26/2003	11/26/2030	Oxnard Theater Group	Downtown Theater lease guarantee payment	CCRP/DT	7,291,200	N	$1,822,800	-	-	-	911,400	-	$911,400	-	-	-	911,400	-	$911,400
63	Trustee Services	Fees	01/01/2014	06/30/2026	Wells Fargo Bank	Debt service administration for bond issues	CCRP/HERO/SW/Ormond	10,000	N	$10,000	-	-	-	10,000	-	$10,000	-	-	-	-	-	$-
98	Litigation for Future Legal Costs	Legal	01/01/2003	06/30/2026	Kane, Ballmer, and Berkman	Agency Legal Counsel	All	-	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
101	Disposition of Successor Agency Property	Property Dispositions	01/01/2017	06/30/2025	Kane, Ballmer, and Berkman	Agency Legal Counsel		-	Y	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
106	Admin Costs	Admin Costs	07/01/2024	06/30/2026	Oxnard CDC Successor Agency	Admin Costs		120,000	N	$120,000	-	-	-	-	60,000	$60,000	-	-	-	-	60,000	$60,000

Oxnard
Recognized Obligation Payment Schedule (ROPS 25-26) - Report of Cash Balances
July 1, 2022 through June 30, 2023
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 22-23 Cash Balances (07/01/22 - 06/30/23)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/22)** RPTTF amount should exclude "A" period distribution amount.	3,372,582		2,588,988	220,922	673,966	
2	**Revenue/Income (Actual 06/30/23)** RPTTF amount should tie to the ROPS 22-23 total distribution from the County Auditor-Controller	212,482			82,227	7,216,583	
3	**Expenditures for ROPS 22-23 Enforceable Obligations (Actual 06/30/23)**	325		2,588,988	70,564	4,458,953	
4	**Retention of Available Cash Balance (Actual 06/30/23)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	3,584,739			149,954	3,101,254	
5	**ROPS 22-23 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 22-23 PPA form submitted to the CAC		No entry required			330,342	
6	**Ending Actual Available Cash Balance (06/30/23) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$-**	**$-**	**$-**	**$82,631**	**$-**	

Oxnard
Recognized Obligation Payment Schedule (ROPS 25-26) - Notes
July 1, 2025 through June 30, 2026

Item #	Notes/Comments
1	
10	
15	
17	
18	
24	
40	
44	
48	
49	
50	
51	
52	
63	
98	
101	
106	

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.3

DATE: January 7, 2025

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Monthly Investment Report as of November 30, 2024.

RECOMMENDATION

This is an information item for the City Council to receive and file.
(This item did not originate in a committee.)

BACKGROUND

The City of Oxnard (City) invests funds in compliance with the California Government Code Section 53600 et. Seq., and the City's Investment Policy. This report follows the guidelines established in the California Government Code section 53646 and the City's adopted Investment Policy.

DISCUSSION:

The City's total cash and investment position as of November 30, 2024 was $422.5 million, with $16.9 million in cash accounts and $405.6 million in investments, as summarized in the table below.

Cash and Investment Position	November-2024
Cash	
Bank of America General Account	$ 14,094,753.30
Bank of America Successor Agency Account	2,355,881.07
Bank of America Citations Account	425,087.75
Bank of America Golf Course Account	-
Total Cash	**16,875,722.12**
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	50,648,554.22
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	989,473.00
Medium Term Notes *	40,161,037.91
U.S. Treasury Notes *	9,917,368.54
U.S. Government Sponsored Entities *	228,859,711.06
Total Investments	**405,576,144.73**
Total Cash and Investments	**$ 422,451,866.85**

* Market Value

Statutory Compliance

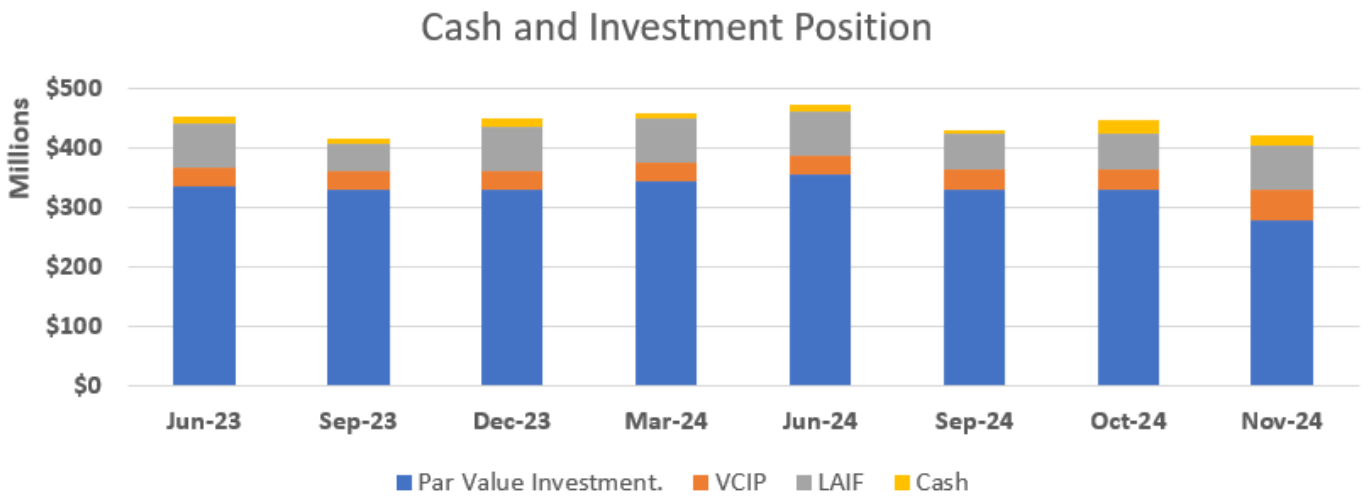
All investment transactions have been executed in conformance with the City's Investment Policy and the California Government Code. The table below represents the City's investment portfolio as of November 30, 2024 by authorized investment and duration for a total portfolio amount of $405.5 million.

Authorized Investment at Market Value	Allowable Threshold ($ million or %)	Under 1 year	1-3 years	Over 3 years	Total	Average Yield to Maturity	Portfolio %
LAIF	$75.0	$75.00	$ -	$ -	**$75.0**	4.48%	18.49%
VCIP	n/a	50.6	-		**50.6**	4.57%	12.48%
Federal Agencies	n/a	32.7	186.2	10.0	**228.9**	2.05%	56.44%
Medium Term Notes	30%	17.8	22.4	-	**40.2**	2.27%	9.90%
Supranational	20%	1.0	-	-	**1.0**	0.53%	0.24%
Treasuries	n/a	4.91	5.01	-	**9.9**	4.10%	2.45%
Total Investment		**$182.0**	**$213.6**	**$10.0**	**$405.5**	**2.91%**	**100%**

*Total may not add due to rounding

Portfolio Trends

The cash and investment position, excluding the Successor Agency account, as of November 30, 2024, decreased by $17.3 million compared with the prior month, mainly driven by disbursements for debt service obligations, payroll and capital projects. The trend for the cash and investment position is represented in the following chart.

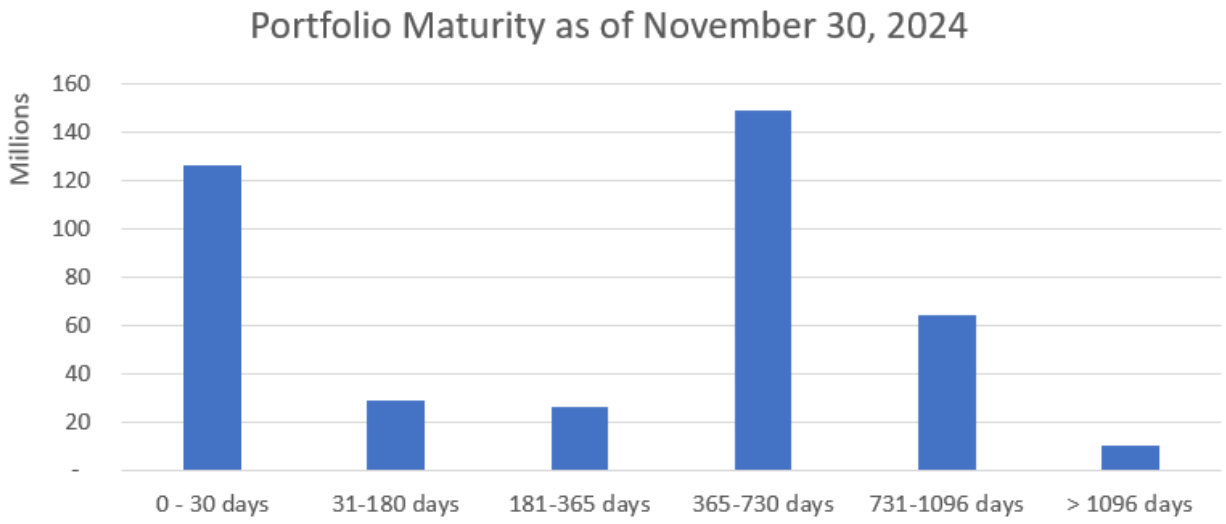


The California Government Code and the City's investment policy defined the eligible investments that the City can purchase to allocate surplus funds. The table below summarizes the City's investment portfolio by investment type. The individual investments included under each investment type are included as an attachment to this report.

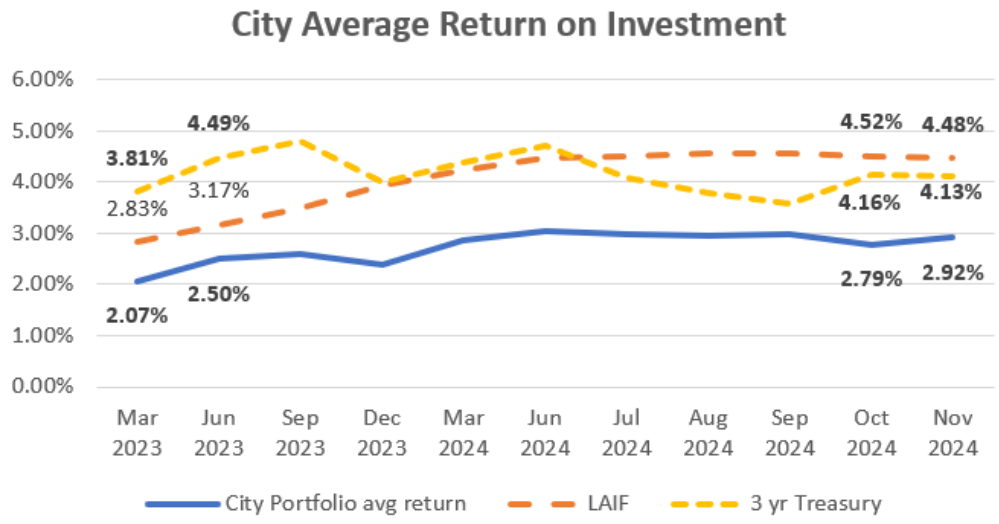
City of Oxnard
Portfolio Summary Statistics
Sorted by Fund
November 30, 2024

ıvestment Type	Par Value	Book Value	Market Value	% of the Portfolio	Market Price	WAM	WAC	YTM	YTW	Accrued Interest	Unrealize
ounty Investment Pool	50,648,554.22	50,648,554.22	50,648,554.22	12.22	0.000	1	0	4.570	4.570	322,772.45	
ederal Agency Coupon	236,330,000.00	236,248,770.26	228,859,711.06	57.02	96.834	640	76	2.045	1.994	822,974.82	-7,389,0
ocal Agency Investment Funds	75,000,000.00	75,000,000.00	75,000,000.00	18.10	0.000	1	0	4.477	4.477	561,170.47	
ledium Term Notes	41,510,000.00	41,507,699.96	40,161,037.91	10.02	96.750	370	231	2.268	2.268	207,237.13	-1,346,6
upranational	1,000,000.00	1,000,613.79	989,473.00	0.24	98.947	100	0	0.526	0.526	1,666.67	-11,1
reasury Coupon Securities	7,500,000.00	7,507,936.33	7,504,756.04	1.81	99.866	572	0	4.156	4.156	31,381.38	-3,1
reasury Discounts -Amortizing	2,500,000.00	2,420,144.65	2,412,612.50	0.58	96.505	305	0	3.935	3.935	0.00	-7,5
Report Totals:	414,488,554.22	414,333,719.21	405,576,144.73	100 %	67.519	415	99	2.862	2.833	1,947,202.92	-8,757,5

The chart below represents the City's investment portfolio classified by days until maturities from November 30, 2024. Pooled investments in LAIF and Ventura County Investment Pooled provide immediate liquidity to support cash flow needs of the City, and are included in the maturity group 0 to 30 days.



The chart below represents the City's average return on investments, alongside with three-year Treasury bill and the LAIF Pooled Monthly Investment Account (PMIA) average Monthly Effective Yields, as benchmarks for the City's portfolio.



STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact from this report.

COMMITTEE OUTCOME

This item did not originate in a committee.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. 202412 City of Oxnard monthly Investment report November 2024
2. November 2024 Investment Report Presentation

Investment report
for the month Ended in November 30, 2024

City of Oxnard

All Investment transactions have been exectured in accordance with the criteria stated in the City's Investment Policy (Resolution No. 15,186) adopted by the City Council held on July 2, 2024

Investments have been made in compliance with California Government Code and in accordance with the City's Investment Policy. **SYMPRO** provides the market value for negotiable instruments held in safekeeping included in this report. For investments not held by the City's custodian, market values are obtained from individual monthly statements. Based on analysis of cash receipts, expenditures, and daily cash flows, it is projected that revenues and investment liquidity are sufficient to meet expenditure requirements for the next six months.

Javier Chagoyen-Lazaro

Javier Chagoyen-Lazaro
Chief Financial Officer
City of Oxnard

12/19/2024

Date

City of Oxnard
Cash and Investment Summary
Month Ended
November 30, 2024

Cash and Investment Position	November 2024
Cash	
Bank of America General Account	$ 14,094,753.30
Bank of America Successor Agency Account	2,355,881.07
Bank of America Citations Account	425,087.75
Bank of America Golf Course Account	-
Total Cash	**16,875,722.12**
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	50,648,554.22
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	989,473.00
Medium Term Notes *	40,161,037.91
U.S. Treasury Notes *	9,917,368.54
U.S. Government Sponsored Entities *	228,859,711.06
Total Investments	**405,576,144.73**
Total Cash and Investments	**$ 422,451,866.85**

* Market Value

City of Oxnard
Investment Portfolio Detail
Fiscal Year 2024 - 2025
November 1 - November 30, 2024

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
Pooled Investments									
County Investment Pool									
VCIP	Ventura County Investment Pool		50,648,554.22	50,648,554.22	50,648,554.22	4.570	1	4.570	
Federal Agency Coupon Securities									
31422XAS1	Farmer Mac	3/2/2021	1,000,000.00	955,337.00	1,000,000.00	0.61	456	0.61	3/2/2026
3133ENBK5	Federal Farm Credit Bank	10/20/2021	1,000,000.00	943,061.00	1,000,000.00	1.14	688	1.14	10/20/2026
3130AQKJ1	Federal Home Loan Bank	1/28/2022	1,000,000.00	946,069.00	1,000,000.00	1.7	788	1.7	1/28/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	951,566.00	1,000,000.00	2	808	2	2/17/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	951,566.00	1,000,000.00	2	808	2	2/17/2027
3130AQSM6	Federal Home Loan Bank	2/25/2022	1,000,000.00	953,815.00	1,000,000.00	2.05	816	2.05	2/25/2027
3130AQRH8	Federal Home Loan Bank	2/25/2022	1,000,000.00	951,110.00	1,000,000.00	2	816	2	2/25/2027
3130AQRK1	Federal Home Loan Bank	2/25/2022	1,000,000.00	951,841.00	1,000,000.00	2.03	816	2.03	2/25/2027
3130AR2C4	Federal Home Loan Bank	2/28/2022	1,000,000.00	994,180.00	1,000,000.00	2.2	89	2.2	2/28/2025
3130AQYG2	Federal Home Loan Bank	2/28/2022	1,000,000.00	961,880.00	1,000,000.00	2.5	816	2.493	2/25/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,000,000.00	1,912,312.00	2,000,000.00	2.25	823	2.25	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	955,075.00	1,000,000.00	2.2	823	2.2	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	955,075.00	1,000,000.00	2.2	823	2.2	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,300,000.00	1,241,597.50	1,298,238.50	2.2	823	2.264	3/4/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,700,000.00	2,581,621.20	2,698,780.50	2.25	823	2.271	3/4/2027
3130AR2D2	Federal Home Loan Bank	3/10/2022	1,000,000.00	982,948.00	1,000,000.00	3	829	3.034	3/10/2027
3130ARAX9	Federal Home Loan Bank	3/30/2022	1,000,000.00	971,883.00	1,000,000.00	3	844	3	3/25/2027
3130ARDV0	Federal Home Loan Bank	4/8/2022	1,000,000.00	971,592.00	1,000,000.00	3	844	3	3/25/2027
3130ARZF1	Federal Home Loan Bank	5/9/2022	2,600,000.00	2,580,146.40	2,600,000.00	3.4	282	3.401	9/9/2025
3130ARZE4	Federal Home Loan Bank	5/25/2022	2,000,000.00	1,999,756.00	2,000,000.00	4.2	905	4.186	5/25/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	989,892.00	1,000,000.00	4	906	4	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	989,892.00	1,000,000.00	4	906	4	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	989,892.00	1,000,000.00	4	906	4	5/26/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,979,636.00	2,000,000.00	4	904	4	5/24/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,979,636.00	2,000,000.00	4	904	4	5/24/2027
3130ASFQ7	Federal Home Loan Bank	6/29/2022	1,000,000.00	989,477.00	999,871.11	4	940	4.006	6/29/2027
3130ASHT9	Federal Home Loan Bank	7/12/2022	1,000,000.00	999,306.00	1,000,000.00	4.5	953	4.5	7/12/2027
3130ASGP8	Federal Home Loan Bank	7/14/2022	2,000,000.00	1,994,518.00	2,000,000.00	4.1	225	4.1	7/14/2025
3130ASF38	Federal Home Loan Bank	7/22/2022	1,000,000.00	991,940.00	1,000,000.00	4.1	963	4.1	7/22/2027
3130ASKZ1	Federal Home Loan Bank	7/22/2022	1,000,000.00	998,328.00	1,000,000.00	4.25	417	4.25	1/22/2026
3130ASLA5	Federal Home Loan Bank	7/26/2022	1,000,000.00	999,732.00	1,000,000.00	4.5	967	4.5	7/26/2027
3130ASNN5	Federal Home Loan Bank	7/28/2022	1,000,000.00	998,156.00	1,000,000.00	4.375	969	4.375	7/28/2027
3130ASPP8	Federal Home Loan Bank	8/8/2022	1,000,000.00	998,219.00	1,000,000.00	4.3	250	4.3	8/8/2025
3130AYZG4	Federal Home Loan Bank	2/15/2024	1,000,000.00	999,931.00	1,000,000.00	5.4	1,536	5.4	2/14/2029
3130AYYJ9	Federal Home Loan Bank	2/15/2024	1,000,000.00	1,000,018.00	1,000,000.00	5	1,537	5	2/15/2029
3130B0EQ8	Federal Home Loan Bank	3/19/2024	1,000,000.00	1,000,250.00	999,140.47	5.375	1,563	5.398	3/13/2029
3130B1LW5	Federal Home Loan Bank	5/30/2024	2,000,000.00	2,004,810.00	2,000,000.00	5.25	544	5.25	5/29/2026
3130B2ZR9	Federal Home Loan Bank	10/3/2024	2,500,000.00	2,482,167.50	2,500,000.00	4.05	1,027	0.56	9/24/2027
3130B33X9	Federal Home Loan Bank	10/18/2024	7,000,000.00	6,960,303.00	6,995,919.11	4.5	1,773	4.539	10/9/2029
3130B3UC5	Federal Home Loan Bank	11/26/2024	5,755,000.00	5,764,698.46	5,757,432.57	4.7	1,083	4.704	11/19/2027
3130AKLL8	Federal Home Loan Bank	12/30/2020	2,000,000.00	1,921,906.00	2,000,000.00	0.5	394	0.5	12/30/2025
3130AKN36	Federal Home Loan Bank	1/20/2021	2,000,000.00	1,916,390.00	2,000,000.00	0.525	410	0.525	1/15/2026
3130AKNK8	Federal Home Loan Bank	1/20/2021	5,000,000.00	4,830,915.00	5,000,000.00	0.5	323	0.5	10/20/2025
3130AKNK8	Federal Home Loan Bank	1/20/2021	1,000,000.00	966,183.00	1,000,000.00	0.5	323	0.5	10/20/2025
3130AKQ74	Federal Home Loan Bank	1/22/2021	5,000,000.00	4,792,730.00	5,000,000.00	0.625	417	0.625	1/22/2026

City of Oxnard
Investment Portfolio Detail
Fiscal Year 2024 - 2025
November 1 - November 30, 2024

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3130AKMD5	Federal Home Loan Bank	1/26/2021	5,000,000.00	4,783,740.00	4,999,423.61	0.5	421	0.51	1/26/2026
3130AKNR3	Federal Home Loan Bank	1/26/2021	1,000,000.00	957,417.00	1,000,000.00	0.56	421	0.56	1/26/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,796,530.00	5,000,000.00	0.75	422	0.609	1/27/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,796,530.00	5,000,000.00	0.75	422	0.609	1/27/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,917,850.00	2,000,046.33	0.7	423	0.698	1/28/2026
3130AKRN8	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,916,506.00	2,000,000.00	0.65	423	0.65	1/28/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	5,000,000.00	4,794,625.00	5,000,000.00	0.7	423	0.7	1/28/2026
3130AKQ82	Federal Home Loan Bank	1/28/2021	1,500,000.00	1,436,550.00	1,500,000.00	0.6	423	0.6	1/28/2026
3130AKPN0	Federal Home Loan Bank	1/29/2021	2,000,000.00	1,915,210.00	2,000,000.00	0.6	424	0.6	1/29/2026
3130AKVN3	Federal Home Loan Bank	1/29/2021	1,000,000.00	956,708.00	1,000,000.00	0.52	424	0.52	1/29/2026
3130AKVQ6	Federal Home Loan Bank	1/29/2021	1,000,000.00	964,871.00	1,000,000.00	0.47	332	0.47	10/29/2025
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	958,183.00	1,000,000.00	0.75	435	0.539	2/9/2026
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	958,183.00	1,000,000.00	0.75	435	0.54	2/9/2026
3130AKTJ5	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,911,842.00	2,000,000.00	0.54	435	0.54	2/9/2026
3130AKVA1	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,916,366.00	2,000,000.00	0.75	435	0.564	2/9/2026
3130AKVR4	Federal Home Loan Bank	2/12/2021	1,000,000.00	956,091.00	1,000,000.00	0.55	438	0.55	2/12/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	2,000,000.00	1,909,930.00	1,998,769.44	0.625	450	0.676	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	955,015.00	999,803.11	0.6	450	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	5,000,000.00	4,775,075.00	4,999,015.56	0.6	450	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	3,000,000.00	2,865,045.00	3,000,000.00	0.6	450	0.6	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	955,015.00	999,876.94	0.6	450	0.61	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	955,015.00	999,876.94	0.6	450	0.61	2/24/2026
3130ALCB8	Federal Home Loan Bank	2/24/2021	1,000,000.00	956,657.00	1,000,000.00	0.68	450	0.68	2/24/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	1,000,000.00	954,965.00	999,876.94	0.625	450	0.635	2/24/2026
3130ALFS8	Federal Home Loan Bank	3/10/2021	1,000,000.00	955,882.00	1,000,000.00	0.8	464	0.8	3/10/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	955,343.00	1,000,000.00	0.8	470	0.8	3/16/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	955,343.00	1,000,000.00	0.8	470	0.8	3/16/2026
3130ALGB4	Federal Home Loan Bank	3/17/2021	1,000,000.00	955,254.00	1,000,000.00	0.8	471	0.8	3/17/2026
3130ALGJ7	Federal Home Loan Bank	3/23/2021	975,000.00	933,637.58	975,000.00	1	477	1	3/23/2026
3130ALGC2	Federal Home Loan Bank	3/23/2021	1,000,000.00	955,665.00	1,000,000.00	0.875	477	0.875	3/23/2026
3130ALLN2	Federal Home Loan Bank	3/24/2021	2,000,000.00	1,918,472.00	2,000,000.00	1	478	0.871	3/24/2026
3130ALNU4	Federal Home Loan Bank	3/24/2021	1,000,000.00	987,690.00	1,000,000.00	0.68	113	0.68	3/24/2025
3130AM2F8	Federal Home Loan Bank	4/29/2021	1,000,000.00	955,574.00	1,000,000.00	1.125	514	1.125	4/29/2026
3130AM4L3	Federal Home Loan Bank	4/29/2021	1,000,000.00	957,269.00	1,000,000.00	1.25	514	1.1	4/29/2026
3130AMJH6	Federal Home Loan Bank	5/26/2021	1,000,000.00	952,093.00	1,000,000.00	1.05	541	1.05	5/26/2026
3130AML42	Federal Home Loan Bank	5/27/2021	1,000,000.00	954,832.00	1,000,000.00	1.2	542	0.957	5/27/2026
3130AMCM2	Federal Home Loan Bank	6/3/2021	1,250,000.00	1,230,216.25	1,249,908.48	2	527	1.543	5/12/2026
3130AMM41	Federal Home Loan Bank	6/16/2021	5,000,000.00	4,749,420.00	5,000,000.00	1	562	1	6/16/2026
3130AMPT3	Federal Home Loan Bank	6/23/2021	5,000,000.00	4,748,875.00	5,000,000.00	1.03	569	1.03	6/23/2026
3130AMYP1	Federal Home Loan Bank	7/15/2021	3,000,000.00	2,847,627.00	3,000,000.00	1.125	591	1.125	7/15/2026
3130ANWH9	Federal Home Loan Bank	9/24/2021	1,000,000.00	945,749.00	1,000,000.00	1.08	653	1.08	9/15/2026
3130ANYS3	Federal Home Loan Bank	10/12/2021	1,000,000.00	984,491.00	999,784.31	0.625	150	0.678	4/30/2025
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	942,988.00	1,000,000.00	1.1	681	1.1	10/13/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	942,988.00	1,000,000.00	1.1	681	1.1	10/13/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	941,938.00	1,000,000.00	1.05	683	1.05	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	941,938.00	1,000,000.00	1.05	683	1.05	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	941,938.00	1,000,000.00	1.05	683	1.05	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	941,759.00	999,887.67	1.04	683	1.046	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	941,938.00	1,000,000.00	1.05	683	1.05	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	941,759.00	1,000,000.00	1.04	683	1.04	10/15/2026

City of Oxnard
Investment Portfolio Detail
Fiscal Year 2024 - 2025
November 1 - November 30, 2024

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3130APAY1	Federal Home Loan Bank	10/21/2021	3,000,000.00	2,826,759.00	3,000,000.00	1.1	689	1.1	10/21/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	1,000,000.00	943,070.00	1,000,000.00	1.15	690	1.15	10/22/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	2,000,000.00	1,886,140.00	2,000,000.00	1.15	690	1.15	10/22/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,887,278.00	2,000,000.00	1.2	694	1.2	10/26/2026
3130APC45	Federal Home Loan Bank	10/26/2021	1,000,000.00	943,276.00	1,000,000.00	1.18	694	1.18	10/26/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,887,278.00	1,999,619.44	1.2	694	1.21	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	944,551.00	1,000,000.00	1.25	694	1.25	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,889,102.00	2,000,000.00	1.25	694	1.25	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	944,551.00	1,000,000.00	1.25	694	1.25	10/26/2026
3130APF91	Federal Home Loan Bank	10/27/2021	1,000,000.00	997,245.00	1,000,000.00	0.65	26	0.65	12/27/2024
3130APG82	Federal Home Loan Bank	10/28/2021	1,000,000.00	957,952.00	1,000,000.00	1.25	696	1.264	10/28/2026
3130APHV0	Federal Home Loan Bank	10/28/2021	2,000,000.00	1,885,038.00	2,000,000.00	1.18	696	1.18	10/28/2026
3130APDQ5	Federal Home Loan Bank	10/28/2021	1,000,000.00	943,791.00	1,000,000.00	1.25	696	1.25	10/28/2026
3130APKZ7	Federal Home Loan Bank	10/28/2021	1,000,000.00	994,053.00	1,000,000.00	0.875	58	0.875	1/28/2025
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	943,078.00	1,000,000.00	1.25	709	1.25	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	943,078.00	999,029.17	1.25	709	1.302	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	943,078.00	1,000,000.00	1.25	709	1.25	11/10/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	944,951.00	1,000,000.00	1.375	715	1.375	11/16/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	944,951.00	1,000,000.00	1.375	715	1.375	11/16/2026
3130APL37	Federal Home Loan Bank	11/16/2021	1,000,000.00	945,418.00	1,000,000.00	1.4	715	1.4	11/16/2026
3130APNK7	Federal Home Loan Bank	11/18/2021	1,000,000.00	944,817.00	1,000,000.00	1.375	717	1.375	11/18/2026
3130APPZ2	Federal Home Loan Bank	11/23/2021	1,000,000.00	946,882.00	1,000,000.00	1.5	722	1.5	11/23/2026
3130AQ3T8	Federal Home Loan Bank	12/23/2021	1,000,000.00	954,686.00	1,000,000.00	2	752	1.641	12/23/2026
3130AQAB9	Federal Home Loan Bank	12/30/2021	1,250,000.00	1,183,436.25	1,250,000.00	1.625	759	1.625	12/30/2026
3134GXQF4	Federal Home Loan Mtg Corp	4/13/2022	1,000,000.00	976,187.00	1,000,000.00	3.25	863	3.25	4/13/2027
3134GXSH8	Federal Home Loan Mtg Corp	5/17/2022	1,000,000.00	990,680.00	1,000,000.00	4	897	4	5/17/2027
3134GXTD6	Federal Home Loan Mtg Corp	5/23/2022	2,000,000.00	1,991,740.00	2,000,000.00	3.5	173	3.5	5/23/2025
3134GXSZ8	Federal Home Loan Mtg Corp	5/23/2022	2,000,000.00	1,990,236.00	2,000,000.00	3.4	173	3.4	5/23/2025
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,995,350.00	2,000,000.00	4	906	4.213	5/26/2027
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	1,000,000.00	997,675.00	1,000,000.00	4	906	4.213	5/26/2027
3134GXTB0	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,993,254.00	1,999,957.07	3.25	87	3.261	2/26/2025
3134GXTB0	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,993,254.00	2,000,000.00	3.25	87	3.251	2/26/2025
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,995,350.00	2,000,000.00	4	906	4.213	5/26/2027
3134GXTE4	Federal Home Loan Mtg Corp	5/27/2022	1,000,000.00	994,136.00	1,000,000.00	4	907	4	5/27/2027
3134GXA61	Federal Home Loan Mtg Corp	6/30/2022	1,000,000.00	999,435.00	1,000,000.00	4	29	4	12/30/2024
3134GXZN7	Federal Home Loan Mtg Corp	7/12/2022	1,000,000.00	996,260.00	1,000,000.00	4.25	953	4.25	7/12/2027
3134GXD50	Federal Home Loan Mtg Corp	7/21/2022	1,000,000.00	997,723.00	1,000,000.00	4	232	4	7/21/2025
3134GXD50	Federal Home Loan Mtg Corp	7/21/2022	1,000,000.00	997,723.00	1,000,000.00	4	232	4	7/21/2025
3134GXE67	Federal Home Loan Mtg Corp	7/28/2022	1,000,000.00	998,888.00	1,000,000.00	4.25	969	4.25	7/28/2027
3134GXQ23	Federal Home Loan Mtg Corp	8/25/2022	1,000,000.00	993,284.00	1,000,000.00	4.25	997	4.25	8/25/2027
3137EAEX3	Federal Home Loan Mtg Corp	10/3/2024	2,500,000.00	2,420,707.92	2,429,512.99	0.375	296	3.966	9/23/2025
3134HAF40	Federal Home Loan Mtg Corp	11/26/2024	5,000,000.00	4,999,840.00	5,000,000.00	4.7	1,090	4.7	11/26/2027
3134HAF40	Federal Home Loan Mtg Corp	11/26/2024	5,000,000.00	4,999,840.00	5,000,000.00	4.7	1,090	4.7	11/26/2027
3134GXKJ2	Federal Home Loan Mtg Corp	1/22/2021	2,000,000.00	1,917,068.00	2,000,000.00	0.55	417	0.55	1/22/2026
3135GAL82	Federal National Mtg Assn	1/23/2024	2,000,000.00	2,000,666.00	2,000,000.00	5.15	39	5.147	1/9/2025

City of Oxnard
Investment Portfolio Detail
Fiscal Year 2024 - 2025
November 1 - November 30, 2024

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
Local Agency Investment Funds									
LAIF	LAIF		75,000,000.00	75,000,000.00	75,000,000.00	4.477	1	4.477	
Medium Term Notes									
037833DF4	Apple Inc.	12/28/2023	10,000,000.00	9,977,880.00	9,978,034.90	2.75	43	4.7	1/13/2025
037833DX5	Apple Inc.	1/26/2021	1,000,000.00	972,128.00	1,000,089.80	0.55	262	0.537	8/20/2025
037833EB2	Apple Inc.	2/8/2021	1,000,000.00	957,783.00	999,988.14	0.7	434	0.071	2/8/2026
06048WS43	Bank of America	2/18/2022	3,000,000.00	2,913,279.00	3,000,000.00	2	260	2	8/18/2025
06048WV98	Bank of America	5/27/2022	2,000,000.00	1,966,608.00	2,000,000.00	4.05	542	4.05	5/27/2026
06048WW63	Bank of America	6/22/2022	1,000,000.00	995,434.00	1,000,000.00	5	933	5	6/22/2027
06051GFS3	Bank of America	1/8/2021	1,000,000.00	995,559.00	1,020,064.76	3.875	243	0.804	8/1/2025
06048WL32	Bank of America	2/24/2021	1,000,000.00	950,850.00	1,000,000.00	0.8	450	0.08	2/24/2026
06048WL99	Bank of America	5/14/2021	1,000,000.00	949,427.00	1,000,000.00	1.4	529	1.4	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,898,854.00	2,000,000.00	1.4	529	1.4	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,898,854.00	2,000,000.00	1.4	529	1.4	5/14/2026
06048WM64	Bank of America	7/12/2021	1,000,000.00	935,079.00	999,522.36	1.2	571	1.231	6/25/2026
06048WM72	Bank of America	7/30/2021	1,000,000.00	938,850.00	1,000,000.00	1.2	606	1.2	7/30/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	933,788.00	1,000,000.00	1.25	662	1.25	9/24/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	933,788.00	1,000,000.00	1.25	662	1.25	9/24/2026
06748WMK6	Barclays Bank PLC	10/29/2021	1,000,000.00	978,180.00	1,000,000.00	1	149	1	4/29/2025
17290A2M1	Citi Bank	7/21/2021	1,000,000.00	938,758.00	1,000,000.00	1.4	597	1.4	7/21/2026
38150AH99	Goldman Sachs	8/17/2021	1,000,000.00	936,907.00	1,000,000.00	1.35	624	1.35	8/17/2026
24422EVK2	John Deere Capital	1/27/2021	3,000,000.00	2,876,376.00	3,000,000.00	0.7	410	0.7	1/15/2026
48133MAB6	JP Morgan	8/15/2022	1,000,000.00	967,904.00	1,000,000.00	4.2	985	4.2	8/13/2027
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	927,476.00	1,000,000.00	1.2	635	1.2	8/28/2026
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	927,476.00	1,000,000.00	1.2	635	1.2	8/28/2026
53961LAF6	Local Initiatives Support	1/28/2021	1,510,000.00	1,435,467.91	1,510,000.00	0.95	410	0.95	1/15/2026
89236THZ1	Toyota Motor Credit	2/1/2021	2,000,000.00	1,954,332.00	2,000,000.00	0.4	64	0.4	2/3/2025
Supranational									
459058JA2	Intl Bank Recon & Dev	3/1/2021	1,000,000.00	989,473.00	1,000,613.79	0.75	100	0.526	3/11/2025
Treasury Discounts -Amortizing									
91282CFP1	U.S. Treasury	10/3/2024	2,500,000.00	2,496,972.50	2,507,085.41	4.25	318	3.914	10/15/2025
91282CLS8	U.S. Treasury	11/26/2024	5,000,000.00	5,007,783.54	5,000,850.92	4.125	699	4.277	10/31/2026
Treasury Discounts -Amortizing									
912797MS3	U.S. Treasury	10/3/2024	2,500,000.00	2,412,612.50	2,420,144.65	3.77	305	3.935	10/2/2025
		Total	**414,488,554.22**	**405,576,144.73**	**414,333,719.21**				

Investment activities for the month of November 2024

Investment Purchases

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	11/26/2024	Buy	3130B3UC5	Federal Home Loan Bank		$ 5,757,429.89	4.7040	11/19/2027
	11/26/2024	Buy	3134HAF40	Federal Home Loan Mtg Corp		$ 5,000,000.00	4.7000	11/26/2027
	11/26/2024	Buy	3134HAF40	Federal Home Loan Mtg Corp		$ 5,000,000.00	4.7000	11/26/2027
	11/26/2024	Buy	91282CLS8	U.S. Treasury		$ 5,000,000.00	4.2770	10/31/2026
Total Purchases						**$ 20,757,429.89**		

Investment Maturities, Calls & Sales

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	11/12/2024	Maturity	3133EMQQ8	Federal Farm Credit Bank		1,000,000.00		
	11/12/2024	Maturity	3133EMQQ8	Federal Farm Credit Bank		2,000,000.00		
	11/14/2024	Call	3134GYJ29	Federal Home Loan Mtg Corp		1,000,000.00		
	11/14/2024	Maturity	912797LD7	U.S. Treasury		3,000,000.00		
	11/14/2024	Maturity	912797LD7	U.S. Treasury		2,000,000.00		
	11/18/2024	Call	3134H1TY9	Federal Home Loan Mtg Corp		1,000,000.00		
	11/18/2024	Call	3134H1TY9	Federal Home Loan Mtg Corp		1,000,000.00		
	11/21/2024	Call	3134H1TG8	Federal Home Loan Mtg Corp		5,000,000.00		
	11/22/2024	Call	3134H1VM2	Federal Home Loan Mtg Corp		5,000,000.00		
	11/26/2024	Maturity	3130AKWM4	Federal Home Loan Bank		1,000,000.00		
	11/27/2024	Call	3130AXVH8	Federal Home Loan Bank		5,000,000.00		
	11/27/2024	Maturity	3134GXUJ1	Federal Home Loan Mtg Corp		2,000,000.00		
Total Maturities, Calls & Sales						**$ 29,000,000.00**		

City of Oxnard
Monthly Investment Report
as of November 30, 2024
January 7, 2024

City Council
Presented by:
Javier Chagoyen-Lazaro, City of Oxnard
Chief Financial Officer

CITY OF OXNARD CALIFORNIA

Recommendation

That The City Council receive and file the City of Oxnard Monthly Investment Report as of November 30, 2024.

Discussion

City of Oxnard Cash and Investment as of November 30, 2024

Cash and Investment Position	November 2024
Cash	
Bank of America General Account	$ 14,094,753.30
Bank of America Successor Agency Account	2,355,881.07
Bank of America Citations Account	425,087.75
Bank of America Golf Course Account	-
Total Cash	**16,875,722.12**
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	50,648,554.22
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	989,473.00
Medium Term Notes *	40,161,037.91
U.S. Treasury Notes *	9,917,368.54
U.S. Government Sponsored Entities *	228,859,711.06
Total Investments	**405,576,144.73**
Total Cash and Investments	**$ 422,451,866.85**

* Market Value

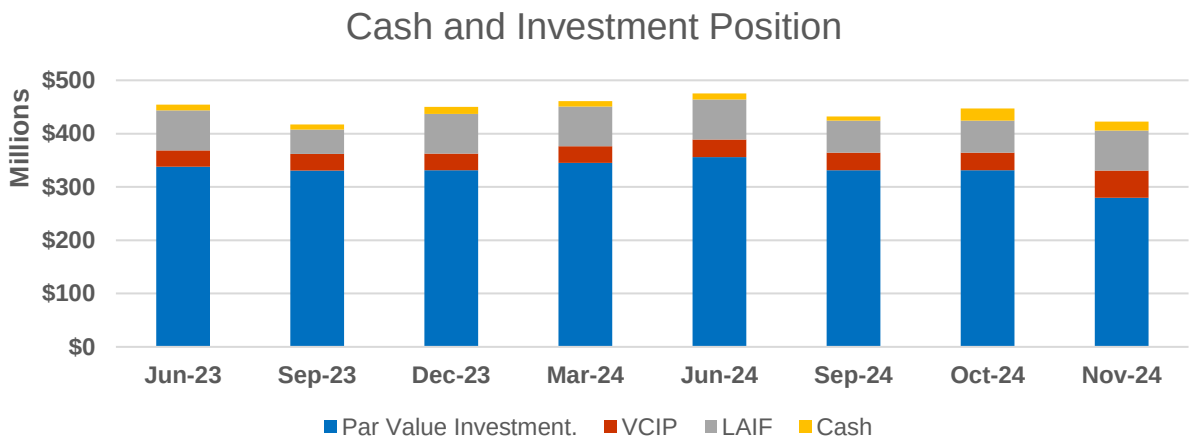
Page 1

Investment Compliance

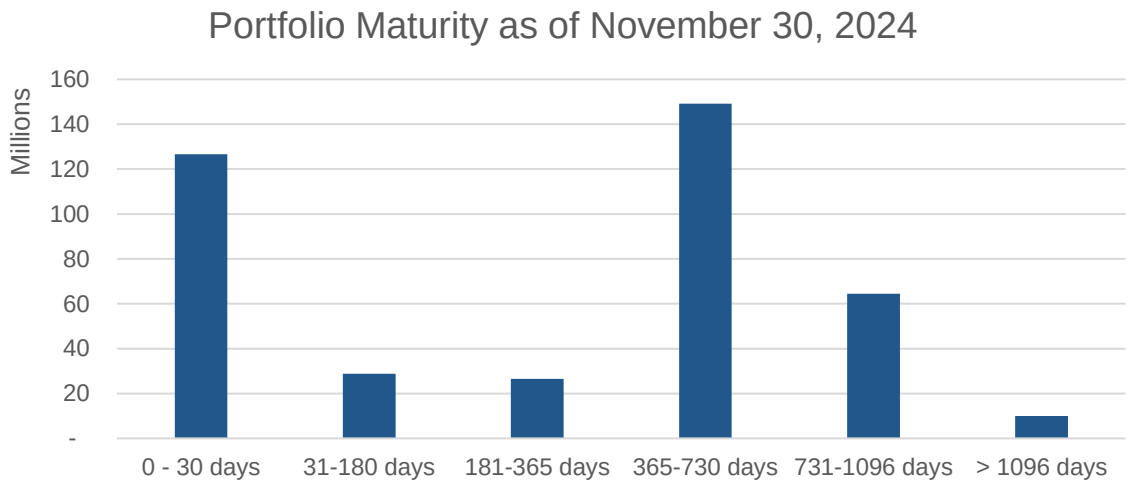
Authorized Investment at Market Value	Allowable Threshold ($ million or %)	Under 1 year	1-3 years	Over 3 years	Total	Average Yield to Maturity	Portfolio %
LAIF	$75.0	$75.00	$ -	$ -	**$75.0**	4.48%	18.49%
VCIP	n/a	50.6	-		**50.6**	4.57%	12.48%
Federal Agencies	n/a	32.7	186.2	10.0	**228.9**	2.05%	56.44%
Medium Term Notes	30%	17.8	22.4	-	**40.2**	2.27%	9.90%
Supranational	20%	1.0	-	-	**1.0**	0.53%	0.24%
Treasuries	n/a	4.91	5.01	-	**9.9**	4.10%	2.45%
Total Investment		**$182.0**	**$213.6**	**$10.0**	**$405.5**	**2.91%**	**100%**

*Total may not add due to rounding

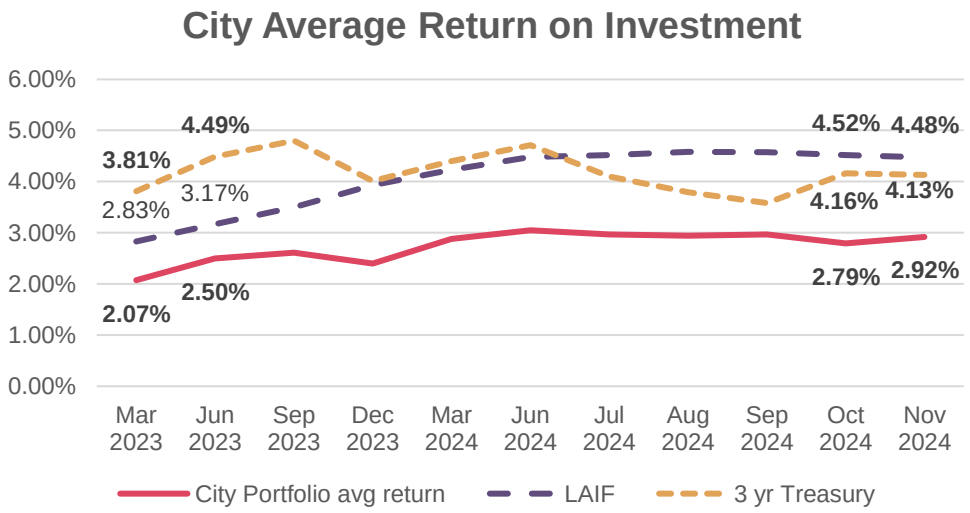
Cash and Investment Trend



Discussion


Portfolio Maturity as of November 30, 2024
Millions
160
140
120
100
80
60
40
20
-
0 - 30 days
31-180 days
181-365 days
365-730 days
731-1096 days
> 1096 days

Investment Return Trend



Recommendation

That The City Council receive and file the City of Oxnard Monthly Investment Report as of November 30, 2024.

CITY OF OXNARD CALIFORNIA

Questions / Discussion

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.4

DATE: January 7, 2025

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Update on the Financial Corrective Action Plan (FCAP) For Closing Past Audit Findings.

RECOMMENDATION

That the City Council receive and file the update on the Financial Corrective Action Plan (FCAP) for closing past audit findings.
(Finance and Governance Committee approved 3-0 on December 10, 2024)

BACKGROUND

The City's annual audit for FY 2014-15 produced 111 single-audit findings. These findings primarily concerned the City's policies and procedures (or lack thereof) for accounting and financial management. Between fiscal year 2016 through the fiscal year ended June 30, 2018, the City's annual audits continued to identify new findings in the double digits. For FY 2019-20, there was one additional audit finding, for Information Technology General Controls, which was communicated to City Council via a separate confidential written report due to its sensitive nature For FY 2020-21, there was one new finding for accounting and financial management, but only two earlier audit findings remained unresolved, and there were no material weaknesses. For FY 2021-22, there were no new findings for accounting and financial management; only two prior findings remained unresolved. FY 2021-22 was the third year in a row where the City had no material weaknesses. For FY 2022-23, there were no new findings for accounting and financial management (for the second year in a row); only one prior finding remains unresolved. Below is a table summarizing audit finding history.

History of Findings by Fiscal Year	A # of New Finding	B # of Repeat Findings	C = (A+B) + Prior Year C Total # of Findings
FY 2014-15	111	0	111
FY 2015-16	5	0	116
FY 2016-17	10	9	135
FY 2017-18	24	13	172
FY 2018-19	8	3	183
FY 2019-20	1	0	184
FY 2020-21	1	1	186
FY 2021-22	0	0	186
FY 2022-23	0	0	186

In order to correct the various accounting and financial management audit findings, the City was required to produce a Corrective Action Plan, or CAP. This plan, updated annually, addresses all unresolved findings, and the steps and timeline to correct them. Staff created a detailed audit scorecard, and began presenting it to the Finance & Governance Committee, and to City Council, every six months.

DISCUSSION

As reported in April 2024, during the FY 22-23 Single Audit, Eadie + Payne determined that the City sufficiently completed the corrective action plan for the finding identified in the FY 20-21 audit related to updating the Indirect Cost Allocation Plan.

Only one finding remains outstanding, the finding related to the Information Technology General Controls. This finding has 18 parts. As reported in April, per our auditor, six parts have been completed and two are no longer required, so ten parts remain. The City has continued to make progress on the corrective actions for the finding. The City Council will continue to receive updates on the IT General Controls finding through separate confidential reports.

Overall, the City has improved accounting and financial compliance, resulting in no new findings for two consecutive years. The Finance Department proposes that this FCAP Update change from twice a year to once a year.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on December 10, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jennifer Hiraoka, Senior Manager Internal Controls

ATTACHMENTS

None

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.5

DATE: January 7, 2025

TO: City Council

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

SUBJECT: Public Project Agreement 32500241 with Blackpointe Group Construction & Management Inc. for On-Call Fencing Minor Repair Services (Rebid #2), Specification No. SD 24-130R2.

RECOMMENDATION

That the City Council approve and authorize an agreement with Blackpointe Group Construction & Management Inc. (Agreement No. 32500241) for a total amount not to exceed $600,000 for a two-year term for on-call fencing minor repair services.

(Public Works and Transportation Committee approved 3-0 on November 26, 2024.)

BACKGROUND

The Public Works Department oversees and manages parks, facilities, streets, public right of way, landscape maintenance districts, community facilities districts, and waterways districts throughout the City of Oxnard. Within each of the areas mentioned above, there are designated services that are covered by the general fund, utilities, and special assessments where maintenance of various types of fencing is required for both safety and aesthetic purposes.

The City has a current agreement with Blackpointe Group Construction & Management Inc. (Blackpointe) with a total not to exceed value of $400,000 over three years effective March 21, 2023, for these same services, and is set to expire on May 1, 2026. However, due to the significant amount of deferred maintenance for city-owned fencing around the City completed since May 2023, the capacity in the contract has been met, and therefore a new solicitation was issued.

DISCUSSION

Throughout the year, staff receives reports of damaged, vandalized, or deteriorating fencing located throughout the City. The On-Call Fencing Minor Repair Services (Rebid #2) Agreement will allow Public Works staff to be responsive to the maintenance needs of the community. The work is tentatively scheduled to begin in December 2024, absent any delays due to supply chain issues, unforeseen site conditions, or weather.

The Notice Inviting Formal Bids (NIFB) for the project was published on August 29, 2024, both online and in the local newspaper. It was also posted on various online platforms, including the City's website, and notices were sent directly to potential contractors. All bids were due and opened on October 8, 2024. The City received two bids, which are the cumulative total of the bid items and the hourly rates for both scheduled and non-scheduled labor:

Blackpointe Group Construction & Management Inc:	$643.50
Fence Factory:	$2,385.00

The lowest bidder is Blackpointe Group Construction & Management Inc. (Blackpointe) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Blackpointe and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal

Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award this Public Project Agreement to Blackpointe.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Agreement with Blackpointe shall not exceed $600,000 for on-call fencing minor repair services for a term of two years.

Costs for these services anticipated or planned for this fiscal year are included in the Adopted Budget for FY 2024-25. Funding shall be provided by various Divisions of the Public Works Department on a task order basis and available Council-approved funding. There are no guaranteed spending amounts and each Division shall only pay for the services that are rendered. Subsequent fiscal year allocations will be requested during the annual budget process.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on November 26, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Interim Special Districts Manager

ATTACHMENTS

1. Agreement 32500241 - BLACKPOINTE

CITY OF OXNARD CONTRACT FOR
ON-CALL FENCING MINOR REPAIR SERVICES (REBID #2)
SPECIFICATION NO. SD 24-130R2

THIS CONTRACT ("Contract") is made and entered this 17th day of December, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and BLACKPOINTE GROUP CONSTRUCTION & MANAGEMENT INC ("Contractor"). Contractor's license number is 969297.

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 On-Call Fencing Minor Repair Services (Rebid #2), Specification No. SD 24-130R2 ("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 six hundred thousand dollars ($600,000) during the Contract Term.

4. Contract Term. The Contract Term shall begin on the Effective Date and end two (2) 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

☒ Luis MacArthur, Mayor[1] _____ Date
☐ Purchasing Manager

ATTEST:

Lourdes A. Lopez, City Clerk _____ Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) _____ 12/4/2024 Date

BLACKPOINTE GROUP CONSTUCTION & MANAGEMENT INC

Laurel J. Schittone, CEO, CFO[2] _____ Date

Victor A. Schittone, Secretary _____ Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000. The Purchasing Agent may execute any authorized agreement up to $200,000.

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

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

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

Exhibit INS-D

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

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

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

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

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

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

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES

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

Underwriter=s representative for claims pursuant to this insurance.

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Name: _____

Address: _____

Telephone: ( )_____

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as the On-Call Fencing Minor Repair Services (Rebid #2), Specification No. SD 24-130R2 (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 one hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California

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

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

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

Dated: _____

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

Note: This Bond must be executed and dated, all Surety 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 On-Call Fencing Minor Repair Services (Rebid #2), Specification No. SD 24-130R2 (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 one hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of

the Contract or to the Work in any Task Order. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

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

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

EXHIBIT A

CITY OF OXNARD

BID SHEETS FOR ON-CALL FENCING MINOR REPAIR SERVICES (REBID #2) SPECIFICATION NO. SD 24-130R2

Bidder's Name: Blackpointe Group Construction & Management 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:

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE HOURLY RATES
1	Scheduled Minor Repair Work Hourly Labor Rates	Hourly Rate Monday-Friday 8:00am- 5:00pm	$ 117.00 /hr
2	Non-Scheduled Urgent Minor Repair Work Hourly Labor Rates	Hourly Rate Monday-Friday 5:01pm -7:50am **Work begins within 4 hours	$ 175.50 /hr
3	Non-Scheduled Urgent Minor Repair Work Hourly Labor Rates	Hourly Rate Saturday, Sunday and Holidays **Work begins within 4 hours	$ 234.00 /hr
4	Non-Scheduled Urgent Minor Repair Work Hourly Labor Rates	Hourly Rate Monday-Friday 8:00am-5:00pm **Work begins within 4 hours	$ 117.00 /hr
		TOTAL BID PRICE (TOTAL OF ALL HOURLY RATES)	$ 643.50

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

BID PRICE IN DIGITS: $643.50

BID PRICE IN WORDS: Six-hundred, forty-three dollars, and fifty cents

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	09/05/2024	#03	n/a
#02	n/a	#04	

Bidder's Name (Company): Blackpointe Group Construction & Management Inc

Signature: _____ Title: Secretary

Print: Victor Schittone Date: 10/07/2024

Signature: _____ Title: CFO

Print: Laurel Schittone Date: 10/07/2024

EXHIBIT B

SPECIAL PROVISIONS
ON-CALL FENCING MINOR REPAIR SERVICES (REBID #2)
SPECIFICATION NO. SD 24-130R2

1000 DESCRIPTION AND LOCATION OF WORK

The Contractor shall furnish all necessary labor, materials, equipment and other incidental and appurtenant Work to perform minor repair or replace existing steel, wood, chain-link and CMU block wall fencing, gates and concrete footings, in conformance with the lines, grades, and requirements to match existing fencing and gates for the City of Oxnard.

Scope of Work does not include installation of new fencing where current fencing does not already exist.

The Work will be at various locations throughout the City of Oxnard including, but not limited to, buildings, parks, ballfields (including backstops), landscape maintenance districts and other properties as defined in each Task Order. The Contractor shall only remove the length of fencing that can be reinstalled during that same Working Day of construction unless otherwise specified and or directed by the Project Manager. Fencing shall meet all current City of Oxnard building codes requirements.

1001-2 MATERIALS

All fence materials or component parts furnished shall conform in type, size, kind, and shape to existing and shall be acceptable to the Project Manager. The materials for fencing include but are not limited to posts, pickets, rails, post caps and all necessary fittings and appurtenances required for proper installation. The Contractor will provide the Project Manager with the specifications of all items for the fence and gates for approval before installation. Only new materials are to be used on the projects. Markup on parts and materials may not exceed 15% of Contractor's cost.

Concrete for fence posts shall be class 520-C-2500 as per Section 201 of the Greenbook, with a minimum compressive strength of 2500 psi.

Materials for backfill shall conform to Section 217 Bedding And Backfill Materials of the Greenbook.

1001-3 CONSTRUCTION, MINOR REPAIR AND MAINTENANCE

Before Work commences in the area, the Contractor will inspect the site with the Project Manager and have a clear understanding of the Work to be done. After the construction is complete, the Contractor will again inspect the site with the Project Manager for approval. The Project Manager will periodically monitor the construction of Work to determine if the Work is being performed in accordance with the contract requirements.

All of the material for the new fence panels will be approved by the Project Manager before any Work begins. The new fence will include, but not be limited to, posts pickets, rails, post caps and will be installed at locations as directed by the Project Manager.

Posts shall be embedded at least 30" into 36" deep, with a 12" minimum diameter concrete footing.
All metal Work shall be per the Greenbook Section 206 Miscellaneous Metal Items and Section 304 Metal Fabrication and Construction.

Painting of existing fencing will be by hand or spray. Two (2) coats will be required on all parts. The final surface will be of even color without streaks, drips, bubbles, incomplete coverage or any other surface imperfection. Paint used will be appropriate for the location of the project and approved by the Project Manager before application Wrought iron fencing shall have a powder coated finish and the product shall be approved for use by the Project Manager before installation. If necessary, the fence will be reinforced at the joints with either welding or welded on metal that will not detract from the decorative appeal of the fence. All welding will be performed in a workman-like manner with solid joints of minimum protrusion. Completed fences will be solid and have minimal flexure. Any excessive splatter of the weld will be ground off.

All excavation and backfill shall conform to Section 300-3 Structure Excavation And Backfill of the Greenbook.

1001-4 MEASUREMENTS

The installation of new fence panels will be measured by the linear foot (LF) of fence installed including post and concrete footings, complete-in-place. The gates installed will be measured by linear foot (LF) of gates installed including all attachments, complete-in-place.

1001-5 DEMOLITION AND REMOVAL OF EXISTING FENCE AND GATES

The Contractor shall furnish all materials, tools, equipment, devices, appurtenances, facilities, and services as required for performing the demolition and removal Work.

Contractor shall remove existing fence and gates, including posts, concrete footings, and any attachments. Hauling and disposal of demolished material off-site shall be the Contractor's responsibility and shall not constitute a pay item but shall be considered incidental to fence and gate construction. Whenever a telephone or telegraph pole, pipeline, conduit, sewer, roadway, or other utility is encountered that must be removed or relocated, the Contractor shall advise the Project Manager, who will notify the proper local authority or owner and attempt to secure prompt action. Any holes or openings shall be backfilled with acceptable material per Section 217 Bedding And Backfill Materials of the Greenbook, and properly compacted.

All Work shall be done in a workmanlike manner with care taken not to disturb the surrounding area and existing fence to remain. Any damage done to the area or existing fence to remain caused by the Contractor's operations, shall be repaired to the original condition by the Contractor at no expense to the City.

Safety And Fencing: The Contractor shall comply with all applicable current federal, state and local safety and health regulations.

The Contractor shall furnish and place a safety fence around the site of the Work adequate to secure the demolition site, including any resulting debris or excavation, and to prevent pedestrian access. The safety fence shall be erected before demolition and shall not be removed until the hazard is removed and all Work is completed. The fencing, including all

materials, shall be considered incidental to the demolition. The fencing material shall remain the property of the Contractor.

Clean Up: The area of the fence line shall be left neat and free of any debris caused by the demolition or installation of the fence at the end of each Work day and at job completion as to not pose any unsafe or hazardous condition to the public or City staff.

1001-6 RESPONSE TIME.

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

Response time by the Contractor shall be as stated below:

1. **Non-Scheduled Urgent Minor Repair Work:**
   (Bid Items 2, 3,& 4)

   Contractor must verbally respond within thirty (30) minutes of telephone notification by the City. Contractor must be on the site within four (4) hours of the notification and begin Work immediately. Urgent minor 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.

2. **Scheduled Work:**
   (Bid Item 1)

   Contractor must verbally respond within twenty (24) hours of notification by the City. The scope of Work and schedule shall be mutually agreed to between Project Manager 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 Project Manager.

1000-7 PAYMENT AND INVOICING

Invoice shall include 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 approved by the Project Manager and executed.

1000-8 TASK ORDER PROCESS

1. Each project will be assigned a Task Order. Scheduled Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work. Work can begin only after a fully executed Task Order is issued to the Contractor. Non-Scheduled Urgent Minor Repair 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 Non-Scheduled Urgent Minor Repair Work.

2. Task Orders shall include all estimated labor, 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.

3. Materials and equipment rental will be reimbursed at cost (Contractor must include receipt of purchase with the invoice submitted to the City) plus fifteen percent (15%) for material handling and Contractor will be required to itemize the supplies cost within the Task Order.

4. 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.

5. Contractor shall only invoice for time spent at the location of service. The City shall not pay for time spent en route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and included in the Task Order. Contractor to communicate arrival time and departure time with Project Manager on day of service.

6. For Scheduled Minor Repair Work, Contractor shall meet with the Project Manager to review and understand the project scope prior to submitting a project proposal.

For Non-Scheduled Urgent Minor Repair Work, Contractor shall meet with the Project Manager 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.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.6

DATE: January 7, 2025

TO: City Council

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

SUBJECT: Purchase Order with Quinn for a Backhoe Loader for Streets Maintenance.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to approve a purchase order with Quinn for a not-to-exceed value of $204,678.35 for the purchase of a backhoe loader for Streets Maintenance.

(Public Works and Transportation Committee approved 3-0 on December 10, 2024.)

BACKGROUND

The Streets Maintenance Division (Division) is responsible for the maintenance of the City's roads, alleys, sidewalks, ramps, and gutters as well as the maintenance and upkeep of road striping and markings, traffic signs, and sign poles. The Division also performs weed abatement and beach sand removal along the City's roads.

The Division needs to replace backhoe loader (backhoe) #3446, a 2001 John Deere that will soon no longer comply with the California Air Resources Board (CARB) and will no longer be allowed to operate in California at the end of 2025. This backhoe was also evaluated and determined to be replaced due to expensive mechanical issues, age, and hours of use. The budget request to purchase a new backhoe was approved in the FY 2024-25 Adopted Budget utilizing Measure O Capital Fund and the General Fund.

DISCUSSION

A backhoe is utilized regularly in the Division for sidewalk and street pavement repairs, weed abatement, debris and sand removal, and trash in the public right-of-way. The backhoe is a specialty piece of equipment essential and required for maintaining the division's responsibilities. Backhoes are very common and can be used in a wide variety of tasks: construction, small demolitions, excavation, breaking concrete and asphalt, landscaping, and paving roads. The backhoe attachment can also be replaced with powered attachments such as a breaker, grapple, auger, or stump grinder increasing the machine's utilization capability on the job site.

Staff identified Sourcewell cooperative agreement #011723-CAT with Quinn. Utilizing a cooperative purchasing method, such as a Sourcewell, allows the City to "piggyback" on the agreement and obtain the backhoe at a discounted price. Sourcewell is a cooperative purchasing program that unites the buying power of government, education, and nonprofit organizations. By utilizing hundreds of competitively solicited and awarded contracts, Sourcewell simplifies the public procurement process and ensures the efficient use of taxpayer dollars. Thousands of public entities are enrolled as participating agencies in this program. Furthermore, Quinn is a leading provider of this equipment and is recognized throughout southern California for its innovative design and integrated safety features.

The estimated delivery for this purchase is in the Spring of 2025.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Purchase Order with Quinn shall not exceed $204,678.35. Funding of this purchase is included in the Adopted FY 2024-25 budget which includes the Capital Outlay Fund (301) budget, funded from the Measure O Fund (104), Backhoe Streets Project (C2548), as well as the Public Works General Fund Operating Streets Maintenance Budget.

Account	Available Budget
3013401-56080-C2548 (Measure O funded)	$200,000
1013401-53200 (PW General Operating Fund)	$4,679
TOTAL	**$204,679**

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 10, 2024 to approve the staff recommendation and to forward the item for Council approval. The quote attachment has been updated since the Committee meeting to reflect the identified serial number for this purchase.

Prepared by: Brian Yanez, Assistant Public Works Director, Philip Schwieder, Streets Division Manager

ATTACHMENTS

1. Quote: Backhoe 420XE
2. 420XE Specifications
3. Cooperative Caterpillar Contract 011723

181214-9999

Dec 10, 2024

CITY OF OXNARD STREET DIV
ATTN ACCOUNTS PAYABLE
1060 PACIFIC AVE BLDG 2
OXNARD, California 93030-7337

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

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

STOCK NUMBER: NS0024425 **SERIAL NUMBER:** H9X03483 **YEAR:**2024 **SMU:** 6

SOURCE WELL CONTRACT #011723-CAT

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid till 1/16/2025 , Subject to availability after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jaime Llamas
Machine Sales Representative
(805) 856-8926
Jaime.llamas@Quinncompany.com

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

STANDARD EQUIPMENT

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

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

HYDRAULICS -- Pilot hoe and mechanical loader -controls -- Load sensing, variable flow system -with 43 gpm (162 L/min) axial piston -pump -- 6 micron hydraulic filter -- Caterpillar XT-3 hose -- Hydraulic oil cooler -- Pilot control shutoff switch -- Flow-sharing hydraulic valves -- Hydraulic suction strainer -

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

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

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

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

MACHINE SPECIFICATIONS

420 XE 07A BACKHOE LOADER CFG1	563-5593
TIRES,340 80R18/500/70-24 MI	320-2385
STABILIZER PADS, FLIP-OVER	9R-6007
CUTTING EDGE, TWO PIECE,WIDE	9R-5320
420 LANE 3 ZCON	626-9390
STICK, EXTENDABLE, 14FT	543-4284
WORKLIGHTS (8) LED LAMPS	491-6736
COUNTERWEIGHT, 1015 LBS	337-9696
RIDE CONTROL	551-6453
LINES, COMBINED AUX, E-STICK	548-1231
AUTO-UP STABILIZERS	567-5090
COUPLING,QD,THREADED WITH CAPS	456-3390
LINES,HYD CPLR 14FT EXT PILOT	555-2396
PT, 4WD/2WS, AUTOSHIFT,LTC	544-0926
HYD, MP, 6FCN/8BNK, EH, QC	542-7775
LOADER, ST, PL, QUICK COUPLER	529-5931
CAB, DELUXE	544-0883
DISPLAY, TOUCH SCREEN	545-5048
AIR CONDITIONER, T4F	542-7810
SEAT, DELUXE FABRIC, HEATED	507-5500
USB POWER PORT	553-5854
PRODUCT LINK, CELLULAR, PLE643	560-6797
COLD WEATHER PACKAGE, 120V	551-6940
COUPLER, PG, HYDR.D.LOCK, BHL	485-5303
ENGINE, 82KW, C3.6 DITA, T4F	542-7780
GUARD, STABILIZER	353-1389
PLATE GROUP - BOOM WEAR	423-7607
STANDARD RADIO (12V)	540-2298
BELT, SEAT, 2" SUSPENSION	206-1747
SERIALIZED TECHNICAL MEDIA KIT	421-8926
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
INSTRUCTIONS, ANSI	559-0872
LANE 3 ORDER	0P-9003
PACK, DOMESTIC TRUCK	0P-0210
BUCKET-HD, 12", 2.8 FT3	219-3411
BUCKET-HD, 18", 4.2 FT3	219-3386
BUCKET-HD, 24", 6.2 FT3	219-3387
BUCKET-HD, 36", 10.3 FT3	219-3389
THUMB, HYDRAULIC, NO TINE, BHL	282-5409
THUMB, TINE, A 3	221-4283
BUCKET-MP 1.4 YD3, IT, BOCE	232-2698

WARRANTY & COVERAGE

Standard Warranty:	12 MONTHS FULL MACHINE
Extended Coverage:	60 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH
CSA	24 MO / 1,000 HR PARTS ONLY + VISIONLINK CONNECT - QUINN CVA

SELL PRICE	$236,977.17
EXT WARRANTY	Included
CSA	Included
SOURCE WELL 22% DISCOUNT CONTRACT #011723-CAT	($52,134.97)
PREP AND FREIGHT	$2,500.00
NET BALANCE DUE	**$187,342.20**
TIRE FEE	$7.00
SALES TAX (9.25%)	$17,329.15
AFTER TAX BALANCE	**$204,678.35**

Accepted by Philip Schwieder **on** 12/13/2024

Philip Schwieder

Signature



Cat®
420 XE

Backhoe Loader

The Cat® 420 XE Backhoe Loaders delivers exceptional performance, increased fuel efficiency, superior hydraulic system, versatility and an updated operator station. The 420 XE feature the following:

- **Ergonomic Operator Station** – Adjustable Seat Mounted Controls improve ergonomics by increasing operator comfort and legroom. Operators have Loader and Backhoe Controls in the palm of their hands, whether they are facing the Loader, the Backhoe, or sitting off set for better visibility. The new Spring Applied Hydraulically Released (SAHR) Parking Brake is controlled by simply pressing a button.
- **Load Sensing Hydraulics** – The Cat Backhoe Loader's load sensing piston pump provides full hydraulic lifting and digging forces at any engine speed. Variable flow pump matches hydraulic power to work demands.
- **Machine Performance** – The Cat C3.6 engine delivers solid performance and meets U.S. EPA Tier 4 Final/EU Stage V emission standards by utilizing Selective Catalytic Reduction technology with a Diesel Oxidation Catalyst. The system allows the operator to disconnect the machine, even while the diesel exhaust fluid is being purged from the system.
- **Machine Versatility** – The all new Integrated Tool Carrier (IT Coupler) for Single Tilt Loader Arm configurations are available from the factory or for simple field installation. The Cat Backhoe Loader with Integrated Tool Carrier (IT Coupler) will be the most versatile machine on the job site providing quick connection to a variety of Cat Attachments.
- **Cat Attachments** – A large portfolio of Backhoe Loader Attachments, including but not limited to, Quick Couplers (QC), Thumbs, assorted Buckets, and Brooms are available from the factory or for field installation. Cat Backhoe Loaders will be "Dirt Ready" upon delivery.
- **Powershift Transmission** – A Four Speed Powershift Transmission is standard to make shifting gears smooth and as simple as twisting the Powershuttle Lever.
- **Lift Performance** – The redesigned boom cylinder increases lift performance by 15%.

Specifications

Engine

Engine	C3.6 74.5 kW (100 hp) Electronic Turbo Intercooled		C3.6 82 kW (110 hp) Electronic Turbo Intercooled	
Ratings at 2,200 rpm				
Gross Power SAE J1995	76 kW	102 hp	84 kW	114 hp
Gross Power ISO 14396	74 kW	100 hp	82 kW	111 hp
Net Power Rating at 2,200 rpm				
SAE J1349	68 kW	92 hp	76 kW	103 hp
ISO 9249	68 kW	91 hp	75 kW	102 hp
Net Peak Power Rating at 1,800 rpm				
SAE J1349	79 kW	105 hp	82 kW	109 hp
ISO 9249	78 kW	105 hp	82 kW	109 hp
Dimensions				
Bore	98 mm	3.86 in	98 mm	3.86 in
Stroke	120 mm	4.72 in	120 mm	4.72 in
Displacement	3.6 L	220 in^3	3.6 L	220 in^3
Torque Rise (net) at 1,400 rpm	47%		48%	
SAE J1349 Net	436 N·m	322 lb-ft	485 N·m	358 lb-ft
Power Rating Conditions				
No de-rating required up to	3048 m	10,000 ft	3048 m	10,000 ft

- Engine meets Tier 4 Final/Stage V emission standards.

Weights*

Operating Weight (estimated)	7834 kg	17,271 lb
Operating Weight (maximum) (Rollover Protective Structure (ROPS) capacity)	11 000 kg	24,251 lb
Operating Weight (minimum)	7384 kg	16,279 lb
Cab, ROPS/Falling Object Protective Structure (FOPS)	145 kg	320 lb
Power-Shift Transmission	STD	STD
Ride Control	15 kg	33 lb
Air Conditioning	45 kg	99 lb
All-Wheel Drive	STD	STD
Multi Purpose (MP) bucket (0.96 m^3/1.25 yd^3)		
with fold-over forks	915 kg	2,017 lb
without fold-over forks	745 kg	1,642 lb
Loader Quick Coupler	245 kg	540 lb
Extendible Stick (excludes ft. counterweight)	270 kg	595 lb
Counterweights, base	115 kg	256 lb
Stackable, one	240 kg	529 lb
Maximum	460 kg	1,014 lb

*Machine configuration: standard stick hoe, Open Roll Over Protective Structure (OROPS) canopy, All Wheel Drive (AWD) power shift transmission, 0.96 m^3 (1.25 yd^3) GP (General Purpose) loader bucket, 610 mm (24 in) standard duty hoe bucket, front 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

CAT®

420 XE Backhoe Loader

Transmission*

Power Shift Transmission – Standard

Forward – 1st	5.9 km/h	3.7 mph
2nd	9.4 km/h	5.8 mph
3rd	20 km/h	12 mph
4th	41 km/h	25 mph
Reverse – 1st	5.9 km/h	3.7 mph
2nd	12.4 km/h	7.7 mph
3rd	27 km/h	17 mph

	Power-Shift Transmission – Optional		Power-Shift Transmission with LTC – Optional	
Forward – 1st	5.9 km/h	3.7 mph	5.9 km/h	3.7 mph
2nd	9.4 km/h	5.8 mph	9.4 km/h	5.8 mph
3rd	12 km/h	8 mph	12 km/h	8 mph
4th	20 km/h	12 mph	20 km/h	12 mph
5th	27 km/h	17 mph	27 km/h	17 mph
5th LTC	—	—	29 km/h	18 mph
6th	41 km/h	25 mph	41 km/h	25 mph
6th LTC**	—	—	40 km/h	25 mph
Reverse – 1st	5.9 km/h	3.7 mph	5.9 km/h	3.7 mph
2nd	12 km/h	7.7 mph	12 km/h	7.7 mph
3rd	27 km/h	17 mph	27 km/h	17 mph

*Travel speeds of two wheel drive backhoe loader at full throttle, when equipped with 500/70-24 rear tires.

**Limited by engine speed to 40 km/h (25 mph).

Axle Ratings

Front Axle, AWD		
Static	23 500 kg	51,808 lb
Dynamic	9000 kg	19,841 lb
Rear Axle		
Static	26 500 kg	58,422 lb
Dynamic	10 000 kg	22,046 lb

Hydraulic System

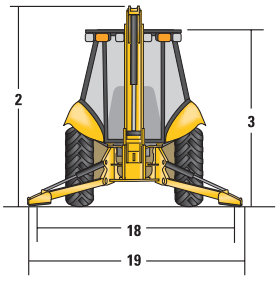
Type	Closed Center	
Pump Type	Variable-flow, Axial Piston	
Pump Capacity @ 2,200 rpm	187 L/min	49.4 gal/min
System Pressure		
Backhoe	25 000 kPa	3,626 psi
Loader	25 000 kPa	3,626 psi

Steering

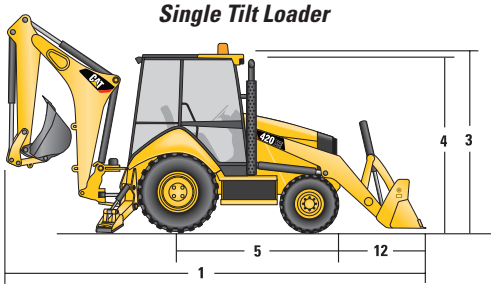
Type	Front Wheel Steering	
Power Steering	Hydrostatic	
One Double-Acting Cylinder		
Bore	65 mm	2.6 in
Stroke	106 mm	4.2 in
Rod Diameter	40 mm	1.6 in
Axle Oscillation	11°	
Turning Circle – (inner wheel not braked)		
Outside front wheels	8.205 m	26'11"
Outside widest loader bucket	10.745 m	35'3"

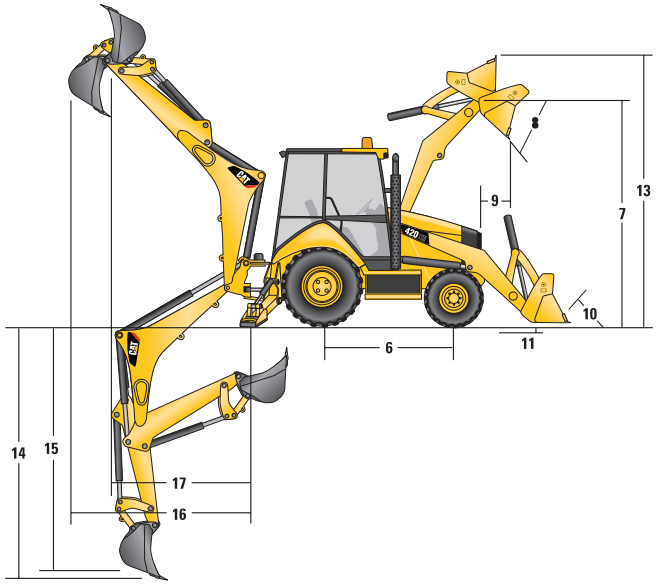
Service Refill Capacities

Cooling System with Air Conditioning	18.0 L	4.8 gal
Fuel Tank	160.0 L	42.3 gal
Engine Oil with Filter	9.0 L	2.4 gal
Diesel Exhaust Fluid (DEF)	19.0 L	5.0 gal
Transmission – Power shuttle		
AWD	18.0 L	4.8 gal
Transmission – Power Shift		
AWD	19.0 L	5.0 gal
Rear Axle	16.0 L	4.2 gal
Planetaries	1.7 L	0.4 gal
Front Axle (AWD)	11.0 L	2.9 gal
Planetaries	0.7 L	0.2 gal
Hydraulic System	95.0 L	25.1 gal
Hydraulic Tank	42.0 L	11.1 gal



Single Tilt Loader





Dimensions

Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m^3 (1.25 yd^3) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

		Single Tilt Loader with Pin-On Buckets											
		0.96 m^3 (1.25 yd^3) GP		1.0 m^3 (1.31 yd^3) GP		1.07 m^3 (1.40 yd^3) GP		1.15 m^3 (1.50 yd^3) GP		1.0 m^3 (1.31 yd^3) MP		1.07 m^3 (1.40 yd^3) MP	
1	Overall Length (loader on ground) – S-Stick – mm (ft/in)	7132	(23'5")	7087	(23'3")	7153	(23'6")	7153	(23'6")	7060	(23'2")	7060	(23'2")
	Overall Length (loader on ground) – E-Stick – mm (ft/in)	7138	(23'5")	7093	(23'3")	7158	(23'6")	7158	(23'6")	7066	(23'2")	7066	(23'2")
	Overall Transport Length – S-Stick – mm (ft/in)	7163	(23'6")	7130	(23'5")	7201	(23'7")	7201	(23'7")	7131	(23'5")	7131	(23'5")
	Overall Transport Length – E-Stick – mm (ft/in)	7190	(23'7")	7135	(23'5")	7206	(23'8")	7206	(23'8")	7136	(23'5")	7136	(23'5")
2	Overall Transport Height – Standard Stick – mm (ft/in)	3645	(12'0")	3645	(12'0")	3645	(12'0")	3645	(12'0")	3645	(12'0")	3645	(12'0")
	Overall Transport Height – Extendible Stick – mm (ft/in)	3665	(12'0")	3665	(12'0")	3665	(12'0")	3665	(12'0")	3665	(12'0")	3665	(12'0")
	Overall Width – mm (ft/in)	2248	(7'5")	2248	(7'5")	2248	(7'5")	2248	(7'5")	2248	(7'5")	2248	(7'5")
3	Height to Top of Cab/Canopy – mm (ft/in)	2815	(9'3")	2815	(9'3")	2815	(9'3")	2815	(9'3")	2815	(9'3")	2815	(9'3")
4	Height to Top of Exhaust Stack – mm (ft/in)	2720	(8'11")	2720	(8'11")	2720	(8'11")	2720	(8'11")	2720	(8'11")	2720	(8'11")
	Height to Loader Hinge Pin (transport) – mm (ft/in)	378	(1'3")	378	(1'3")	422	(1'5")	422	(1'5")	420	(1'5")	420	(1'5")
	Ground Clearance (Left Hand [LH] step) – mm (ft/in)	316	(1'0")	316	(1'0")	316	(1'0")	316	(1'0")	316	(1'0")	316	(1'0")
	Ground Clearance (AWD guard) – mm (ft/in)	312	(1'0")	312	(1'0")	312	(1'0")	312	(1'0")	312	(1'0")	312	(1'0")
	Ground Clearance (485 kg/1,070 lb counterweight) – mm (ft/in)	289	(0'11")	289	(0'11")	289	(0'11")	289	(0'11")	289	(0'11")	289	(0'11")
5	Rear Axle Centerline to Front Grill – mm (ft/in)	2706	(8'11")	2706	(8'11")	2706	(8'11")	2706	(8'11")	2706	(8'11")	2706	(8'11")
	Front Wheel Tread Gauge – mm (ft/in)	1895	(6'3")	1895	(6'3")	1895	(6'3")	1895	(6'3")	1895	(6'3")	1895	(6'3")
	Rear Wheel Tread Gauge – mm (ft/in)	1728	(5'8")	1728	(5'8")	1728	(5'8")	1728	(5'8")	1728	(5'8")	1728	(5'8")
6	Wheelbase – mm (ft/in)	2200	(7'3")	2200	(7'3")	2200	(7'3")	2200	(7'3")	2200	(7'3")	2200	(7'3")

		Single Tilt Loader with Quick Coupler									
		0.96 m^3 (1.25 yd^3) GP		1.0 m^3 (1.31 yd^3) GP		1.15 m^3 (1.50 yd^3) GP		1.0 m^3 (1.31 yd^3) MP		1.07 m^3 (1.40 yd^3) MP	
1	Overall Length (loader on ground) – S-Stick – mm (ft/in)	7314	(24'0")	7269	(23'10")	7311	(24'0")	7221	(23'8")	7221	(23'8")
	Overall Length (loader on ground) – E-Stick – mm (ft/in)	7319	(24'0")	7275	(23'10")	7316	(24'0")	7226	(23'9")	7226	(23'9")
	Overall Transport Length – S-Stick – mm (ft/in)	7290	(23'11")	7257	(23'10")	7288	(23'11")	7219	(23'8")	7219	(23'8")
	Overall Transport Length – E-Stick – mm (ft/in)	7296	(23'11")	7262	(23'10")	7294	(23'11")	7224	(23'8")	7224	(23'8")
2	Overall Transport Height – Standard Stick – mm (ft/in)	3645	(12'0")	3645	(12'0")	3645	(12'0")	3645	(12'0")	3645	(12'0")
	Overall Transport Height – Extendible Stick – mm (ft/in)	3665	(12'0")	3665	(12'0")	3665	(12'0")	3665	(12'0")	3665	(12'0")
	Overall Width – mm (ft/in)	2248	(7'5")	2248	(7'5")	2248	(7'5")	2248	(7'5")	2248	(7'5")
3	Height to Top of Cab/Canopy – mm (ft/in)	2815	(9'3")	2815	(9'3")	2815	(9'3")	2815	(9'3")	2815	(9'3")
4	Height to Top of Exhaust Stack – mm (ft/in)	2720	(8'11")	2720	(8'11")	2720	(8'11")	2720	(8'11")	2720	(8'11")
	Height to Loader Hinge Pin (transport) – mm (ft/in)	345	(1'2")	346	(1'2")	346	(1'2")	344	(1'2")	344	(1'2")
	Ground Clearance (LH step) – mm (ft/in)	316	(1'0")	316	(1'0")	316	(1'0")	316	(1'0")	316	(1'0")
	Ground Clearance (AWD guard) – mm (ft/in)	312	(1'0")	312	(1'0")	312	(1'0")	312	(1'0")	312	(1'0")
	Ground Clearance (485 kg/1,070 lb counterweight) – mm (ft/in)	289	(0'11")	289	(0'11")	289	(0'11")	289	(0'11")	289	(0'11")
5	Rear Axle Centerline to Front Grill – mm (ft/in)	2706	(8'11")	2706	(8'11")	2706	(8'11")	2706	(8'11")	2706	(8'11")
	Front Wheel Tread Gauge – mm (ft/in)	1895	(6'3")	1895	(6'3")	1895	(6'3")	1895	(6'3")	1895	(6'3")
	Rear Wheel Tread Gauge – mm (ft/in)	1728	(5'8")	1728	(5'8")	1728	(5'8")	1728	(5'8")	1728	(5'8")
6	Wheelbase – mm (ft/in)	2200	(7'3")	2200	(7'3")	2200	(7'3")	2200	(7'3")	2200	(7'3")

Dimensions

Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m^3 (1.25 yd^3) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

Loader Bucket Dimensions and Performance

		Single Tilt Loader with Pin-On Buckets											
		0.96 m^3 (1.25 yd^3) GP		1.0 m^3 (1.31 yd^3) GP		1.07 m^3 (1.40 yd^3) GP		1.15 m^3 (1.50 yd^3) GP		1.0 m^3 (1.31 yd^3) MP		1.07 m^3 (1.40 yd^3) MP	
	Capacity (SAE rated) – m^3 (yd^3)	0.96	(1.26)	1.00	(1.31)	1.07	(1.40)	1.15	(1.50)	1.00	(1.31)	1.07	(1.40)
	Overall Bucket Width – mm (in)	2262	(89)	2406	(95)	2262	(89)	2406	(95)	2279	(90)	2425	(95)
	Lift Capacity at Maximum Height – kg (lb)	3280	(7,230)	3286	(7,245)	3213	(7,084)	3192	(7,038)	3059	(6,745)	3047	(6,717)
	Lift Breakout Force – N (lbf)	50 179	(11,280)	50 941	(11,452)	49 644	(11,160)	49 467	(11,120)	49 114	(11,041)	49 017	(11,019)
	Tilt Breakout Force – N (lbf)	49 891	(11,216)	53 037	(11,923)	50 945	(11,452)	50 834	(11,428)	56 242	(12,643)	56 166	(12,626)
	Tipping Load at Breakout Point – kg (lb)	6663	(14,689)	6821	(15,038)	6562	(14,467)	6545	(14,430)	6699	(14,769)	6690	(14,748)
7	Maximum Hinge Pin Height – mm (ft/in)	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")
8	Dump Angle at Full Height – degrees	44°		44°		44°		44°		44°		44°	
	Dump Height at Maximum Angle – mm (ft/in)	2758	(9'1")	2790	(9'2")	2736	(9'0")	2736	(9'0")	2803	(9'2")	2803	(9'2")
9	Dump Reach at Maximum Angle – mm (ft/in)	807	(2'8")	774	(2'6")	773	(2'6")	773	(2'6")	722	(2'4")	722	(2'4")
10	Maximum Bucket Rollback at Ground Level – degrees	36°		36°		37°		37°		37°		37°	
11	Digging Depth – mm (ft/in)	70	(0'3")	70	(0'3")	110	(0'4")	110	(0'4")	97	(0'4")	97	(0'4")
	Maximum Grading Angle – degrees	113°		114°		114°		114°		116°		116°	
	Width of Dozer Cutting Edge – mm (ft/in)	N/A		N/A		N/A		N/A		2262	(7'5")	2406	(7'11")
12	Grill to Bucket Cutting Edge, Carry Position – mm (ft/in)	1480	(4'10")	1447	(4'9")	1518	(5'0")	1517	(5'0")	1447	(4'9")	1447	(4'9")
13	Maximum Operating Height – mm (ft/in)	4356	(14'3")	4354	(14'3")	4366	(14'4")	4397	(14'5")	4378	(14'4")	4407	(14'6")
	Jaw Opening Maximum – mm (ft/in)	N/A		N/A		N/A		N/A		843	(2'9")	843	(2'9")
	Bucket Jaw Clamping Force – N (lbf)	N/A		N/A		N/A		N/A		40 160	(9,028)	40 261	(9,051)
	Weight (does not include teeth or forks) – kg (lb)	451	(994)	462	(1,019)	473	(1,043)	493	(1,087)	745	(1,642)	774	(1,706)

		Single Tilt Loader with Quick Coupler									
		0.96 m^3 (1.25 yd^3) GP		1.0 m^3 (1.31 yd^3) GP		1.15 m^3 (1.50 yd^3) GP		1.0 m^3 (1.31 yd^3) MP		1.07 m^3 (1.40 yd^3) MP	
	Capacity (SAE rated) – m^3 (yd^3)	0.96	(1.26)	1.00	(1.31)	1.15	(1.50)	1.00	(1.31)	1.07	(1.40)
	Overall Bucket Width – mm (in)	2262	(89)	2406	(95)	2406	(95)	2279	(90)	2425	(95)
	Lift Capacity at Maximum Height – kg (lb)	3361	(7410)	3364	(7416)	3328	(7336)	3245	(7153)	3207	(7069)
	Lift Breakout Force – N (lbf)	51 954	(11,679)	52 665	(11,839)	51 662	(11,614)	51 690	(11,620)	51 431	(11,562)
	Tilt Breakout Force – N (lbf)	51 516	(11,581)	54 168	(12,177)	51 227	(11,516)	55 471	(12,470)	55 300	(12,431)
	Tipping Load at Breakout Point – kg (lb)	5883	(12,971)	6007	(13,243)	5858	(12,915)	5982	(13,187)	5957	(13,132)
7	Maximum Hinge Pin Height – mm (ft/in)	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")
8	Dump Angle at Full Height – degrees	44°		44°		44°		44°		44°	
	Dump Height at Maximum Angle – mm (ft/in)	2623	(8'7")	2654	(8'9")	2625	(8'7")	2690	(8'10")	2690	(8'10")
9	Dump Reach at Maximum Angle – mm (ft/in)	887	(2'11")	855	(2'10")	886	(2'11")	832	(2'9")	832	(2'9")
10	Maximum Bucket Rollback at Ground Level – degrees	37°		37°		37°		37°		37°	
11	Digging Depth – mm (ft/in)	111	(0'4")	111	(0'4")	110	(0'4")	101	(0'4")	101	(0'4")
	Maximum Grading Angle – degrees	109°		110°		109°		111°		111°	
	Width of Dozer Cutting Edge – mm (ft/in)	N/A		N/A		N/A		2262	(7'5")	2406	(7'11")
12	Grill to Bucket Cutting Edge, Carry Position – mm (ft/in)	1607	(5'3")	1573	(5'2")	1605	(5'3")	1535	(5'0")	1535	(5'0")
13	Maximum Operating Height – mm (ft/in)	4439	(14'7")	4406	(14'5")	4484	(14'9")	4476	(14'8")	4531	(14'10")
	Jaw Opening Maximum – mm (ft/in)	N/A		N/A		N/A		843	(2'9")	843	(2'9")
	Bucket Jaw Clamping Force – N (lbf)	N/A		N/A		N/A		40 185	(9,034)	40 286	(9,056)
	Weight (does not include teeth or forks) – kg (lb)	447	(985)	457	(1,008)	481	(1,060)	724	(1,596)	753	(1,660)

Dimensions

Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m^3 (1.25 yd^3) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

Backhoe Dimensions and Performance

		Standard Stick		E-Stick Retracted		E-Stick Extended	
14	Digging Depth, SAE (max.) – mm (ft/in)	4278	(14'0")	4319	(14'2")	5372	(17'7")
15	Digging Depth, 2440 mm (8 ft) Flat Bottom – mm (ft/in)	3900	(12'10")	3944	(12'11")	5074	(16'8")
	Digging Depth, 610 mm (2 ft) Flat Bottom – mm (ft/in)	4240	(13'11")	4280	(14'1")	5335	(17'6")
	Reach from Rear Axle Centerline at Ground Line – mm (ft/in)	6690	(21'11")	6726	(22'1")	7731	(25'4")
16	Reach from Swing Pivot at Ground Line – mm (ft/in)	5600	(18'4")	5636	(18'6")	6641	(21'9")
	Maximum Operating Height – mm (ft/in)	5598	(18'4")	5622	(18'5")	6364	(20'11")
	Loading Height – mm (ft/in)	3709	(12'2")	3666	(12'0")	4237	(13'11")
17	Loading Reach – mm (ft/in)	1845	(6'1")	1932	(6'4")	2850	(9'4")
	Swing Arc	180°		180°		180°	
	Bucket Rotation	205°		204°		204°	
18	Stabilizer Spread, Operating Position (center) – mm (ft/in)	3310	(10'10")	3310	(10'10")	3310	(10'10")
	Stabilizer Spread, Operating Position (outside) – mm (ft/in)	3770	(12'4")	3770	(12'4")	3770	(12'4")
	Stabilizer Spread, Transport Position – mm (ft/in)	2322	(7'7")	2322	(7'7")	2322	(7'7")
	Bucket Dig Force – N (lbf)	64 193	(14,431)	63 292	(14,229)	63 292	(14,229)
	Stick Dig Force – N (lbf)	43 529	(9,786)	43 395	(9,756)	31 684	(7,123)

Dimensions with Forks/Material Handling Arm

Fork Tine Length	1070 mm (3'6")		1220 mm (4'0")		1370 mm (4'10")	
Operating Load (SAE J1197) – kg (lb)	2295	(5,060)	2221	(4,897)	2135	(4,708)
SAE Load Center – mm (in)	535	(1'9")	610	(2'0")	685	(2'3")
Operating Load (CEN 474-4) – kg (lb)	2352	(5,186)	2337	(5,151)	2320	(5,115)
CEN Load Center – mm (ft/in)	500	(1'8")	500	(1'8")	500	(1'8")
Overall Length (A) (forks on ground) – mm (ft/in)	7648	(25'1")	7798	(25'7")	7948	(26'1")
Reach at Ground (from grill to heel of fork) – mm (ft/in)	939	(3'1")	939	(3'1")	938	(3'1")
Maximum Reach (from grill to heel of fork) – mm (ft/in)	1524	(5'0")	1524	(5'0")	1524	(5'0")
Fork Height at Maximum Reach – mm (ft/in)	1619	(5'4")	1619	(5'4")	1619	(5'4")
Reach at Maximum Height (from grill to heel of fork) – mm (ft/in)	749	(2'5")	749	(2'5")	749	(2'5")
Maximum Fork Height – mm (ft/in)	3418	(11'3")	3418	(11'3")	3418	(11'3")
Maximum Fork Depth (below ground level) – mm (ft/in)	–38	(–1'11")	–38	(–1'10")	–39	(–1'10")

Material Handling Arm Position	Retracted		Mid-Position		Extended	
Operating Load (SAE J1197 and CEN 474-4) – kg (lb)*	1524	(3,360)	1030	(2,271)	758	(1,671)
Overall Length, Maximum – mm (ft/in)	8904	(29'3")	9904	(32'6")	10 902	(35'9")
Reach at Maximum Depth (from machine nose) – mm (ft/in)	544	(1'9")	550	(1'10")	557	(1'10")
Maximum Depth – mm (ft/in)	2618	(8'7")	3618	(11'10")	4616	(15'2")
Maximum Reach (from machine nose) – mm (ft/in)	3221	(10'7")	4221	(13'10")	5219	(17'1")
Height at Maximum Reach – mm (ft/in)	1118	(3'8")	1124	(3'8")	1130	(3'8")
Reach at Maximum Height (from machine nose) – mm (ft/in)	1783	(5'10")	2473	(8'1")	3161	(10'4")
Maximum Height – mm (ft/in)	4445	(14'7")	5169	(16'11")	5891	(19'4")

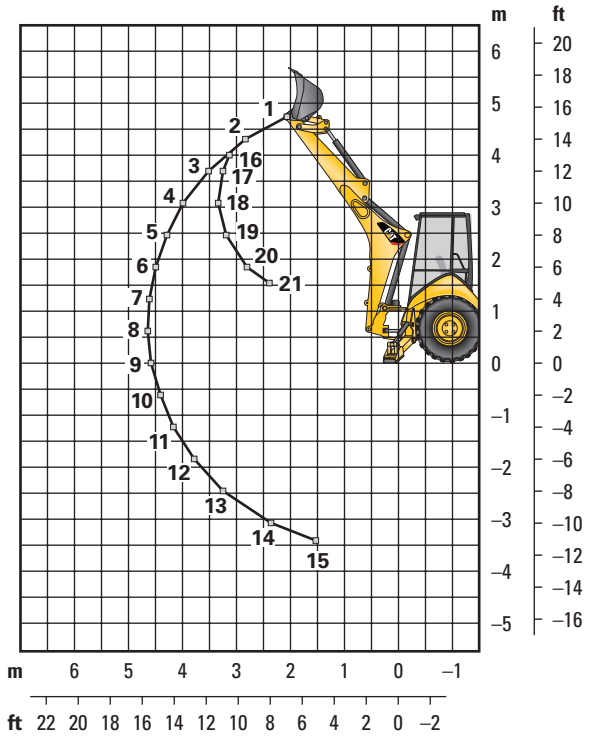
*These numbers are hydraulically limited.

420 XE Backhoe Loader

Backhoe Lift Capacity

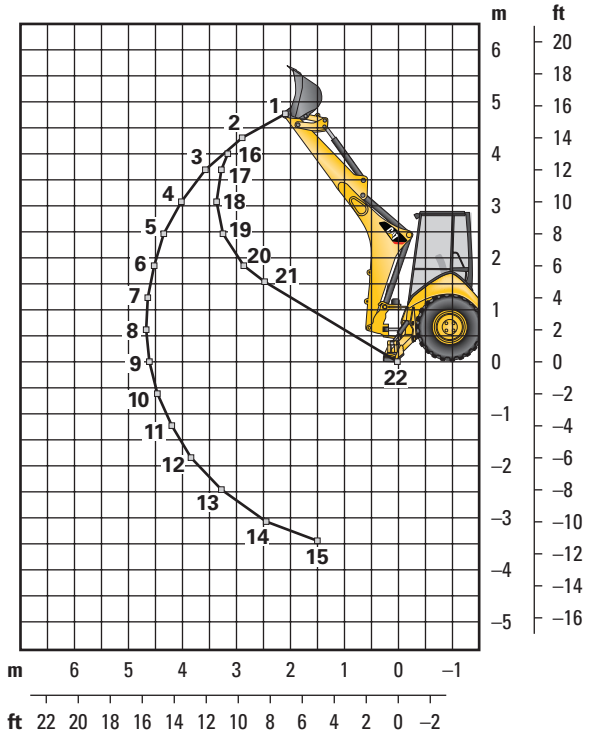
Cat 420 XE Standard Stick

Boom Lifting	kg	lb
1	1842	4,060
2	2009	4,429
3	2008	4,427
4	1951	4,301
5	1880	4,145
6	1808	3,986
7	1739	3,833
8	1673	3,689
9	1613	3,556
10	1558	3,435
11	1509	3,327
12	1468	3,237
13	1441	3,176
14	1455	3,208
15	1590	3,506
Stick Lifting		
16	2170	4,785
17	2642	5,823
18	2933	6,465
19	3069	6,767
20	3626	7,994
21	4441	9,790



Cat 420 XE Extendible Stick – Retracted

Boom Lifting	kg	lb
1	1658	3,656
2	1814	3,999
3	1806	3,982
4	1748	3,853
5	1677	3,696
6	1604	3,536
7	1534	3,382
8	1468	3,236
9	1407	3,101
10	1350	2,976
11	1299	2,864
12	1255	2,766
13	1221	2,692
14	1219	2,687
15	1333	2,938
Stick Lifting		
16	2019	4,451
17	2467	5,438
18	2729	6,016
19	2854	6,292
20	3359	7,405
21	4057	8,944
22	0	0

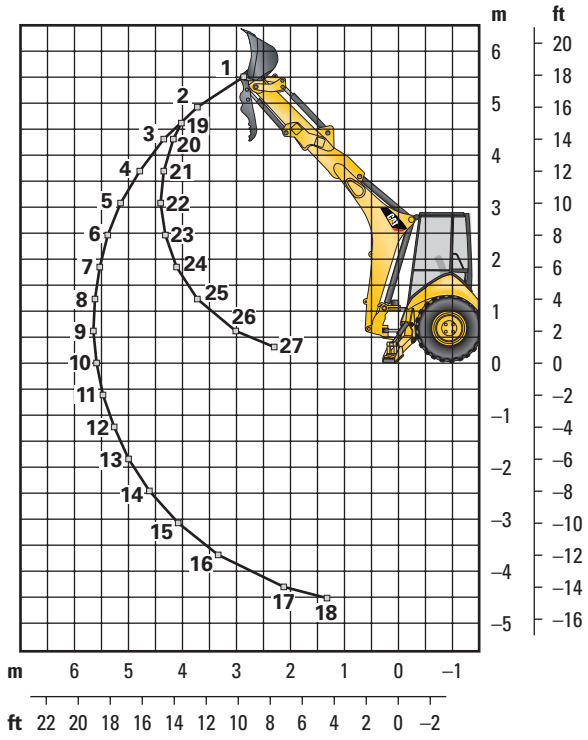


Lift capacities are over-end values calculated according to SAE J31. Values are 87% of the maximum lift force available.
Machine equipped with AWD, OROPS, 0.96 m^3 (1.25 yd^3) general purpose bucket and and 240 kg (530 lb) counterweight.
Extendible stick includes 460 kg (1,015 lb) counterweight.

Backhoe Lift Capacity

Cat 420 XE Extendible Stick – Extended

Boom Lifting		kg	lb
	1	984	2,169
	2	1191	2,625
	3	1216	2,681
	4	1119	2,467
	5	1065	2,347
	6	1039	2,290
	7	1036	2,283
	8	1052	2,320
	9	1090	2,403
	10	1105	2,436
	11	1079	2,379
	12	1056	2,328
	13	1037	2,287
	14	1026	2,261
	15	1027	2,263
	16	1058	2,332
	17	1243	2,740
	18	1694	3,734
Stick Lifting			
	19	928	2,046
	20	1159	2,555
	21	1485	3,273
	22	1715	3,782
	23	1912	4,216
	24	2052	4,525
	25	2343	5,165
	26	3105	6,845
	27	4455	9,821



Lift capacities are over-end values calculated according to SAE J31. Values are 87% of the maximum lift force available.
Machine equipped with AWD, OROPS, 0.96 m^3 (1.25 yd^3) general purpose bucket and 240 kg (530 lb) counterweight.
Extendible stick includes 460 kg (1,015 lb) counterweight.

Counterweights (Minimum Counterweight Recommendations)

Standard Stick	Pin-On Bucket		Loader QC	
Loader Bucket	kg	lb	kg	lb
GP	240	530	0	0
MP	0	0	0	0
Forks	N/A	N/A	0	0
Material Handling Arm	N/A	N/A	0	0

Extendible Stick	Pin-On Bucket		Loader QC	
Loader Bucket	kg	lb	kg	lb
GP	460	1,015	240	530
MP	240	530	0	0
Forks	N/A	N/A	240	530
Material Handling Arm	N/A	N/A	240	530

Backhoe Buckets (With weld on adapters and pin-on teeth)

Standard Duty

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	80	2.8	111	245	3
457	18	120	4.2	122	268	4
610	24	180	6.4	141	311	5
762	30	230	8.1	157	345	5
914	36	290	10.2	176	388	6

Heavy Duty

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	80	2.8	121	266	3
406	16	110	3.9	128	282	3
457	18	120	4.2	135	299	4
610	24	180	6.4	160	353	5
762	30	230	8.1	177	391	5
914	36	290	10.2	201	443	6

Soil Excavation

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
457	18	180	6.4	155	341	4
610	24	240	8.5	182	402	5
762	30	320	11.3	206	454	5
914	36	380	13.4	233	513	6

Rock

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	70	2.5	127	279	3
457	18	130	4.6	146	322	4
610	24	200	7.1	174	384	5
762	30	270	9.5	197	434	5
914	36	330	11.7	224	493	6

Coral

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	60	2.1	134	295	4
457	18	100	3.5	155	341	6
610	24	140	4.9	182	402	8
762	30	190	6.7	210	463	10

420 XE Environmental Declaration

The following information applies to the machine at the time of final manufacture as configured for sale in the regions covered in this document. The content of this declaration is valid as of the date issued; however, content related to machine features and specifications are subject to change without notice. For additional information, please see the machine's Operation and Maintenance Manual.

For more information on sustainability in action and our progress, please visit https://www.caterpillar.com/en/company/sustainability.

Engine

- The Cat® C3.6 engine meets U.S. EPA Tier 4 Final and EU Stage V emission standards.
- Cat diesel engines are required to use ULSD (ultra-low sulfur diesel fuel with 15 ppm of sulfur or less) or ULSD blended with the following lower-carbon intensity fuels up to:
  - ✓ 20% biodiesel FAME (fatty acid methyl ester)
  - ✓ 100% renewable diesel, HVO (hydrotreated vegetable oil) and GTL (gas-to-liquid) fuels

  Refer to guidelines for successful application. Please consult your Cat dealer or "Caterpillar Machine Fluids Recommendations" (SEBU6250) for details.

Air Conditioning System

- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.6 kg (3.5 lb) of refrigerant which has a CO_2 equivalent of 2.3 metric tonnes (2.5 tons).

Paint

- Based on best available knowledge, the maximum allowable concentration, measured in parts per million (PPM), of the following heavy metals in paint are:
  - Barium < 0.01%
  - Cadmium < 0.01%
  - Chromium < 0.01%
  - Lead < 0.01%

Sound Performance

Operator Sound Pressure Level (ISO 6396:2008) – 76 dB(A)*

Exterior Sound Power Level (ISO 6395:2008) – 101 dB(A)

*Measurements were conducted with properly installed and maintained cab doors and windows closed.

Oils and Fluids

- Caterpillar factory fills with ethylene glycol coolants. Cat Diesel Engine Antifreeze/Coolant (DEAC) and Cat Extended Life Coolant (ELC) can be recycled. Consult your Cat dealer for more information.
- Cat Bio HYDO™ Advanced is an EU Ecolabel approved biodegradable hydraulic oil.
- Additional fluids are likely to be present, please consult the Operations and Maintenance Manual or the Application and Installation guide for complete fluid recommendations and maintenance intervals.

Features and Technology

- The following features and technology may contribute to fuel savings and/or carbon reduction. Features may vary. Consult your Cat dealer for details.
  - Save fuel and reduce your greenhouse gas emissions with efficiency features such as operator control modes selectable through the display and with fuel management modes.
  - Extended maintenance intervals not only reduce downtime but decrease the amount of fluid and filters that are replaced over the life of the machine.
  - Auto Idle helps reduce unnecessary fuel burn and greenhouse gas emissions by allowing the engine to automatically go into idle mode when the machine is not working.

Recycling

- The materials included in machines are categorized as below with approximate weight percentage. Because of variations of product configurations, the following values in the table may vary.

Material Type	Weight Percentage
Steel	60.51%
Iron	16.77%
Nonferrous Metal	3.29%
Mixed Metal	0.63%
Mixed-Metal and Nonmetal	1.03%
Plastic	2.13%
Rubber	3.01%
Mixed Nonmetallic	0.03%
Fluid	4.17%
Other	6.33%
Uncategorized	2.10%
Total	100.00%

- A machine with higher recyclability rate will ensure more efficient usage of valuable natural resources and enhance End-of-Life value of the product. According to ISO 16714:2008 (Earthmoving machinery – Recyclability and recoverability – Terminology and calculation method), recyclability rate is defined as percentage by mass (mass fraction in percent) of the new machine potentially able to be recycled, reused, or both.

  All parts in the bill of material are first evaluated by component type based on a list of components defined by the ISO 16714:2008 and Japan CEMA (Construction Equipment Manufacturers Association) standards. Remaining parts are further evaluated for recyclability based on material type.

  Because of variations of product configurations, the following value in the table may vary.

Recyclability – 92%

420 XE Backhoe Loader

STANDARD EQUIPMENT

- Adjustable auxiliary controls, backhoe loader
- Air cleaner
- Alarm, back-up
- Audible system fault alarm
- Automatic Engine Speed Control (AESC)
- Battery, maintenance-free, 850 CCA
- Battery disconnect switch
- Boom transport lock
- Brace, lift cylinder
- Brake, parking, Spring Applied Hydraulically Released (SAHR)
- Brakes, hydraulically boosted, oil disc, dual pedals, interlocking
- Bucket level indicator
- Canopy, ROPS/FOPS
- Cat cushion swing system
- Coat restraint
- Coolant/antifreeze, extended life
- Dome light (cab only)
- Diagnostic port for engine, machine and gauge cluster Electronic Control Modules
- Differential lock, loader joystick
- Drink holders, two
- Engine, Cat C3.6 (Direct Injection Turbocharged), meets Tier 4 Final/Stage V emission standards, Selective Catalytic Reduction, Diesel Oxidation Catalyst (DOC)
- Engine enclosure, sound suppression, removable side panels
- Face seals, O-ring
- Fan, suction and guard
- Fast reversing shuttle, all gears
- Fenders, rear
- Filters, spin-on: fuel, engine oil, transmission oil, water separator
- Filters, bowl and cartridge: hydraulic fluid
- Flashing hazards/signal lights
- Floor mat
- Four wheel drive
- Four wheel drive shaft guard
- Fuel tank, fully enclosed
- Fully hinged front grill for cooling package cleaning access
- Gauge cluster: coolant temperature, fuel level, torque converter temperature, DEF level
- Ground level fuel fill and DEF fill
- Halogen lights, working (2 front, 2 rear)
- High ambient cooling package
- Hood lock, inside cab
- Hydraulic Lock Out, loader, backhoe, auxiliary hydraulics
- Hydraulic hose, XT™
- Hydraulic oil cooler
- Hydraulic oil level sight gauge
- Hydraulic valves, loader 2 function
- Hydraulic valves, backhoe 4 function
- Hydraulics, load sensing with variable displacement piston pump
- Indicator lights: wait to start, water in fuel, engine warning, warning lamp, emissions module malfunction, low battery/ charging system warning, high hydraulic oil temperature: LCD warnings: engine oil pressure, machine locked, service due, air filter blocked, high coolant temperature, auto idle shutdown, high torque converter temperature, hydraulic filter bypass
- Instrument panel lights
- Key start/stop system
- LCD operator display with soft key controls: engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, Electronic Control Module (ECM)/system info
- Loader, Electro Hydraulic (EH) Parallel Lift
- Loader, Programmable Kick Out
- Loader, Programmable Return To Dig
- Loader, single tilt
- Mirror, interior, rearview
- One-touch low idle
- Open circuit breather
- Pattern changer, in cab
- Power receptacle, 12 volt, 2 internal, 1 external
- Power receptacle, 5 volt USB, 1 internal
- Power steering, hydrostatic
- Product Link™, satellite, network manager
- Product Link, cellular, network manager
- Seat belt, retractable, 51 mm (2 in)
- Seat mounted joystick controls: backhoe and loader, EH operated, excavator style with pattern changer
- Socket, two roof
- Stabilizers, EH Control, Auto-UP
- Stabilizer shoes, street
- Steering knob
- Seat, air suspension, vinyl cover, with armrest
- Starting system, glow plugs
- Steering column, tilting, telescopic
- Storage compartment, lockable
- Storage tray
- Stop and tail lights
- Swing transport lock
- Tires
- Toolbox, external, lockable
- Torque converter
- Throttle, hand and foot, electronic
- Transmission, 4 speed, powershift
- Transmission neutralizer switch
- Transport tie-downs
- Vandalism locks, four
- Warning horn, electric

OPTIONAL EQUIPMENT

- Auxiliary hydraulics, loader, adjustable flow
- Auxiliary hydraulics, rear, adjustable flow
- Battery, additional, 850 CCA
- Cab, deluxe
- Cold weather fuel (–30° C/–22° F)
- Cold weather package, including additional battery, engine block heater, radiator antifreeze, cold weather fuel (–30° C/–22° F) and mounting for an ether bottle
- Counterweights, 115 kg (255 lb), 240 kg (530 lb) or 460 kg (1,015 lb)
- Fenders, front with integral steps
- Guard, boom protection plate
- Guard, stabilizer, rock
- Hydraulic valves, loader with auxiliary roller thumb control (3rd valve for MP or Quick Coupler)
- Hydraulic valves, backhoe (5th and 6th function)
- Hydraulic lines, combined function auxiliary
- LED lights, working (2 front, 2 rear)
- Quick Coupler, hydraulic, dual lock
- Quick Coupler, manual, dual lock
- Quick Coupler, manual, pin lock
- Radio and CD player, Bluetooth®
- Ride Control
- Rotating beacon, magnetic mount
- Seat, air suspension, fabric with armrest
- Seat, air suspension, fabric with armrest, heated
- Seat belt, retractable, 75 mm (3 in)
- Security system, Bluetooth
- Security system, operator display
- Side mirrors, cab, external
- Single Tilt Loader Coupler, Integrated Tool Carrier (IT) Interface
- Stabilizer pads, reversible
- Stick, extendible
- Touch screen LCD Display: engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, ECM/system info
- Transmission, AutoShift with lock-up torque converter, 6 speed
- Vandalism protection, gauge cover
- Work Tool Attachments such as buckets, forks, material handling arms, augers, hammers, brooms, cold planers and vibratory plate compactors. See your Cat dealer for more information.

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at **www.cat.com**

© 2024 Caterpillar
All rights reserved

Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Corporate Yellow," the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

AEHQ8244-03 (03-2024)
Replaces AEHQ8244-02
Build Number: 07A
(North America)

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

Sourcewell

Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

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

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

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.
Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

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

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

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

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

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

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

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

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

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

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

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

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

WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

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

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

Intentionally omitted.

22. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/5/2023 | 9:41 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing, Construction Industries

Date: 5/24/2023 | 9:13 AM PDT

Caterpillar: Confidential Green

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	Caterpillar Inc
Address:	100 NE Adams St Peoria, IL 61629
Contact:	Sean Egel
Email:	egel_sean_j@cat.com
Phone:	309-675-1399
HST#:	

Submission Details

Created On:	Tuesday November 15, 2022 14:22:18
Submitted On:	Tuesday January 17, 2023 16:10:22
Submitted By:	Sean Egel
Email:	egel_sean_j@cat.com
Transaction #:	aeaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address:	192.189.129.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/, https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc. With 2021 sales and revenues of $51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials. In 2021 full year sales and revenues were $51B of which, North American sales were $22B. Operating profit was $6.9B with a profit per share of USD $11.83. Dividends paid per share of USD $4.28.	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=$6,857,211 2021=$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=$0 / 2021=$143,837 SIN 335999 Power Distribution Equipment: 2020=$151,267.70 / 2021=$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	$6,567,420	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.	*
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.	*

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshows we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Roadeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/	*

41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Tractors: Stable Blade - Produces a smoother surface finish. Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button. Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded. Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks ‘on-the-go’ when needed without assistance from operator's interaction. Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations’ carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers’ success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with IDO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	( ) Yes (•) No	NIA
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	NIA

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
- Financial Strength and Stability - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
- Marketing PlanISamples - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
- WMBEIMBEISBE or Related Certificates (optional)
- Warranty Information - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 ("Sourcewell") and **Caterpillar Inc.**, having its principal place of business at 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 ("Caterpillar" or "Vendor"). Sourcewell and Caterpillar may be referred to in this Agreement as a "Party" and collectively as the "Parties."

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell's cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof ("Licensed Trademarks"), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell's Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor's Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

"Anti-Corruption and International Trade Laws" means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.

2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.

3. Beyond what is permitted in this Addendum, neither Party will:

a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;

b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;

c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or

d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

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

B. TERMINATION. Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.

1. *Termination for Convenience*. This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.

2. *Termination for Breach*. This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.

3. *Effect of Termination*. Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

SOURCEWELL

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement/CPO
Date: 5/24/2023 | 2:45 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Name: Patrick Kearns
Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:48 PM PDT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.7

DATE: January 7, 2025

TO: City Council

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

SUBJECT: Annual Purchase Orders with Performance Nursery, Inc. for the Supply of Plant Material, Specification No. 25-12.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to execute Annual Purchase Orders with Performance Nursery, Inc. from December 18, 2024, through December 17, 2029, for a total not to exceed amount of $500,000 for the supply of plant material.

(Public Works and Transportation Committee approved 3-0 on December 10, 2024.)

BACKGROUND

The Public Works Department oversees and manages parks, facilities, streets, public right of way, landscape maintenance districts, community facilities districts, and waterways districts throughout the City of Oxnard. Within each of the areas mentioned above, designated services are covered by the General Fund, utilities, and special assessments where the maintenance of various types of landscaping is required for both safety and aesthetic purposes.

Generally speaking, minor plant replacement is performed by contractors at the direction of City staff. However, for small projects or urgent requests, it is often more efficient and timely for City staff to install needed plant material. Previously, staff would purchase these plant materials on a case-by-case basis, which requires the use of individual purchase orders for each project or task. To improve efficiency and greater flexibility, staff are requesting a blanket purchase order (BPO) to procure plant materials. Compared to the previous method of individual requisitions and purchase orders, this will save administrative time by reducing the need to solicit competing quotes for each project.

DISCUSSION

The Purchasing of Plant Material Request for Bid (RFB) 25-12 was published on August 8, 2024 and closed on August 29, 2024. Several potential vendors were directly notified of the RFB that was published on www.PublicPurchase.com and the City's Purchasing website. The City received the following two bids:

Performance Nursery, Inc.: $2,907.20
Camarillo Nursery, LLC: $3,609.05

The lowest bidder is Performance Nursery, Inc. and their bid is responsive to the City's RFB. Based upon the available information and research performed to date, staff believes Performance Nursery, Inc. is capable of satisfactorily fulfilling the plant material procurement needs for staff projects. Therefore, staff requests that the City Council award this purchase order to Performance Nursery, Inc.

Currently, purchasing plant materials requires staff to make multiple trips, or calls, to different vendors, such as large hardware stores that do not specialize in nursery materials as their main source of business. For this reason, the available

plant options from these hardware stores are often limited, as well as having low volume and lower quality plants. The approval of this BPO will eliminate the time needed to shop multiple sources and budget for each project based on the vendor's approved pricing. This will result in faster response times to the requests and repair areas that are in need of landscape material.

No BPO has been in place for the past three years, and expenses during this period have been minimal.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for the aggregate Purchase Orders with Performance Nursery, Inc. shall not exceed $500,000 over a term of five years for the supply of plant materials.
The funds for the purchase of plant materials are included in the FY 2024-25 Adopted Budget. The funding shall be provided by various Divisions of the Public Works Department based on available funding. There are no guaranteed spending amounts and each Division shall only pay for the materials that are purchased. Subsequent fiscal year allocations will be requested during the annual budget process.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 10, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Interim Special Districts Manager

ATTACHMENTS
1. Bid Tabulation 25-12 Purchasing of Plant Materials

Bid Tabulation 25-12 Purchasing of Plant Materials

		Performance Nursery, Inc			Camarillo Nursery, LLC		
	Size	Proposed Equivalent	Unit Price	Total Price	Proposed Equivalent	Unit Price	Total Price
Non-Tree Planting							
Grasses	Flat	mostly	$24.50	$24.50		$40.00	$40.00
	#1	mostly	$6.50	$6.50	1 gallon	$7.00	$7.00
	#3	mostly	$11.40	$11.40	3 gallon	$13.50	$13.50
	#5	mostly	$14.50	$14.50	5 gallon	$18.75	$18.75
Ground Covers	Flat	mostly	$24.50	$24.50	Myaporium	$24.50	$24.50
	#1	mostly	$6.50	$6.50	Dymundia	$24.50	$24.50
	#3	mostly	$11.40	$11.40	Camarillo Carpet Grass	$29.50	$29.50
	#5	mostly	$14.50	$14.50	Vinca Major	$24.95	$24.95
	#15	mostly	$54.00	$54.00	Australian Violet	$24.95	$24.95
Perennials	Flat	mostly	$24.50	$24.50	Boxwood	$49.00	$49.00
	#1	mostly	$6.50	$6.50	Hebe	$8.00	$8.00
	#3	mostly	$14.50	$14.50	Wax Leaf Pivet	$21.50	$21.50
	#5	mostly	$16.50	$16.50	Dianella	$28.50	$28.50
	#15	mostly	$65.00	$65.00	Society Garlic	$79.00	$79.00
Shrubs	#1	mostly	$4.50	$4.50	Eugenia	$8.00	$8.00
	#3	mostly	$11.40	$11.40		$21.50	$21.50
	#5	mostly	$14.50	$14.50	Privete	$28.50	$28.50
	#15	mostly	$48.00	$48.00	Polygala	$79.00	$79.00
Succulents	Flat	mostly	$44.00	$44.00		$59.00	$59.00
	#1	mostly	$6.50	$6.50	Jade Plant	$10.95	$10.95
	#3	mostly	$16.50	$16.50	Firestyxx	$20.00	$20.00
	#5	mostly	$21.00	$21.00	Aloe	$32.50	$32.50
	#15	mostly	$75.00	$75.00	Agave	$99.00	$99.00

Vines	Flat	mostly	$44.00	$44.00	Bauer Vine	$59.00	$59.00
	#1	mostly	$6.50	$6.50	Trumpet	$10.95	$10.95
	#3	mostly	$14.50	$14.50	Mandevilla	$20.00	$20.00
	#5	mostly	$21.00	$21.00	Star Jasmine	$32.50	$32.50
	#15	mostly	$65.00	$65.00	Star Flower	$99.00	$99.00
Annuals	Flat	mostly	$24.50	$24.50	Salvia	$55.00	$55.00
	#1	mostly	$6.50	$6.50	Petunia	$7.00	$7.00
	#3	mostly	$21.00	$21.00	Begonia	$13.00	$13.00
	#5	mostly	$65.00	$65.00	Impatiense	$22.50	$22.50
	#15	mostly	$65.00	$65.00	Margold	$99.00	$99.00
Trees							
Evergreen	#15	mostly	$54.00	$54.00	Olive	$145.00	$145.00
	24" Box	mostly	$165.00	$165.00	Southern Magnolia	$275.00	$275.00
	36" Box	mostly	$450.00	$450.00	Carrotwood	$390.00	$390.00
Deciduous	#15	mostly	$54.00	$54.00	Paloverde	$145.00	$145.00
	24" Box	mostly	$165.00	$165.00	Tababulia	$275.00	$275.00
	36" Box	mostly	$450.00	$450.00	Crepe Myrtle	$390.00	$390.00
Palms	#15	mostly	$65.00	$65.00	Queen	$139.00	$139.00
	24" Box	mostly	$185.00	$185.00	King	$285.00	$285.00
	36" Box	mostly	$450.00	$450.00	Date	$395.00	$395.00
		Delivery Charge	10% of order			$195/truck load	
		General Discounts		10%			25%
		TOTAL:	$2,907.20			$3,609.05	

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.8

DATE: January 7, 2025

TO: City Council

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

SUBJECT: Agreement with Downstream Services, Inc. for Stormwater Filter Replacement and Maintenance Services, Specification No. PW 24-90.

RECOMMENDATION

That the City Council approve and authorize an Agreement with Downstream Services, Inc. (Agreement No. 32500236) for a term of one year from January 22, 2025, to January 21, 2026, for a total contract amount not to exceed $1,250,000 for stormwater filter replacement and maintenance services.

(Public Works and Transportation Committee approved 3-0 on December 10, 2024.)

BACKGROUND

The creation of Community Facilities Districts (CFDs) in the City of Oxnard (City) provides the funding mechanism, in perpetuity, for the maintenance obligations that are specified in each CFD's respective formation document. The three CFDs that have maintenance obligations for the stormwater systems are Westport CFD 2, Seabridge CFD 4, and Riverpark CFD 5. These systems include cartridge-style filters for the filtration of stormwater runoff from roadways, parking lots, and other hard surfaces within the CFDs.

Through the previous Agreement A-8282 with Downstream Services, Inc. (Downstream) with a total not to exceed value of $1,500,000 over three years, these CFDs had their stormwater vaults inspected and cleaned and the filter cartridges were replaced in 2021 and 2022. However, that Agreement expired on March 1, 2024.

DISCUSSION

A Request for Bids (RFB) PW 24-90 was published on August 26, 2024, and all bids were due on September 26, 2024. Several potential vendors were directly notified of the RFB and published on www.PublicPurchase.com and the City's Purchasing website. The City received the following three bids:

Downstream Services, Inc.:	$59,180.00
Storm Water Inspection & Maintenance Services, LLC:	$173,490.00
United Storm Water, Inc.:	$263,428.00

Each bid is an aggregate total of a single inspection cost for all vaults within each district, an hourly rate (including all equipment) for cleaning a vault, an hourly rate (including all equipment) for cleaning a vault and replacing the cartridges, and material rates for new cartridges, recycled cartridges, and the cost to replace a single cartridge in the event that an entire vault's cartridges do not need to be replaced. Large variations in the bid totals are primarily due to the difference in the bid costs for inspections.

The lowest bidder is Downstream Services, Inc. and its bid is responsive to the City's RFB. Following this determination, procurement staff reviewed all documentation received from Downstream and based upon the available

information and research performed to date; staff believes that the contractor is capable of satisfactorily completing the service. Thus, staff recommends that the City Council award the contract for this service to Downstream Services, Inc.

This new Agreement is necessary for meeting the requirements of the Federal Water Pollution Control Act through the California Municipal Stormwater Program known as the "MS4 Permit". Per the current MS4 Permit requirements, the City is to "Verify proper stormwater system maintenance and operation of post-construction best management practices (BMPs) previously approved for new development and redevelopment and operated by the Permittees. The post-construction BMP maintenance inspection program for the stormwater systems shall incorporate the following elements:

1. Post-construction BMP maintenance inspection checklist
2. Inspection at least once every two years
3. Criteria and procedures for post-construction Treatment Control and Hydromodification Control BMP repair, replacement, or re-vegetation.

This Agreement includes complete vault inspections for each vault within each district which will produce a recommendation for cleaning and maintenance. Subsequent cleaning or maintenance will be performed at the direction of the City's Project Manager. This Agreement includes the required traffic control and permits and furnishing of all necessary labor, materials, equipment, and other incidental and appurtenant work needed to provide the services contained in this Agreement. The Contractor is also responsible for documenting the stormwater vault and filter conditions, and noting any needed structural repairs to the vault structures There are currently 821 filter cartridges in 64 vaults throughout the Harbor CFDs of Seabridge and Westport, and an additional 2,274 filter cartridges in 278 vaults within Riverpark.

Staff will work closely with each CFD Neighborhood Council to keep residents informed of the maintenance schedule. Prior to the contractor performing any work, door hangers will be posted to provide notices to the residences and businesses at least four working days in advance of the services that will be performed.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Agreement with Downstream Services, Inc. shall not exceed $1,250,000 for stormwater filter replacement and maintenance services for one year. Costs for these services are included in the FY 2024-25 Adopted Budget. Funding shall be provided by available budget allocations in CFD 2 - Westport, (Fund 120-Subfund 6020) CFD 4 - Seabridge (Fund 120-Subfund 6040), and CFD 5 - Riverpark (Fund 120-Subfund 6050). There is no guaranteed spending amount and the Division shall only pay for the services that are approved and rendered. Funding for subsequent fiscal years will be requested through the annual budget process.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 10, 2024 to approve the staff recommendation and to forward the item for Council approval. Updates have been made to the agreement since the Committee date to reflect updated signature blocks for the Mayor and City Clerk.

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Interim Special Districts Manager

ATTACHMENTS

1. Bid Tabulation PW24-90 Stormwater Filter Replacement & Maintenance
2. Agreement 32500236

Bid Tabulation PW24-90 Stormwater Filter Replacement & Maintenance

		Downstream Services, Inc.		Storm Water Inspection & Maintenance Services, LLC		United Storm Water, Inc.	
		Price	Unit	Price	Unit	Price	Unit
1	Inspection Scope Section 3-1 - CFD 2	$2,056.00	Annual	$6,000.00	Annual	$11,972.00	Annual
2	Inspection Scope Section 3-1 - CFD 4	$8,411.00	Annual	$26,000.00	Annual	$65,846.00	Annual
3	Inspection Scope Section 3-1 - CFD 5	$44,298.00	Annual	$139,000.00	Annual	$182,000.00	Annual
4	Vault Maintenance - Cleaning Only	$1,225.00	/hr	$425.00	/hr	$1,320.00	/hr
5	Vault Maintenance - Cleaning and Cartridge Replacement	$1,893.00	/hr	$475.00	/hr	$1,550.00	/hr
6	Single Cartridge Replacement	$786.00	/Unit Replaced	$425.00	/Unit Replaced	$250.00	/Unit Replaced
10	18 inch Contech ZPG™ filtration cartridge (New)	$343.00	/Cartridge	$850.00	/Cartridge	$185.00	/Cartridge
11	18 inch Contech ZPG™ filtration cartridge (Recycled)	$162.00	/Cartridge	$250.00	/Cartridge	$185.00	/Cartridge
12	1/4 Turn Connector	$6.00	/Connector	$65.00	/Connector	$120.00	/Connector
	TOTAL:	$59,180.00		$173,490.00		$263,428.00	

***Note - One additional bid, Horn's Backflow & Plumbing Service, Inc., was deemed to be non-responsive therefore not included in the bid tabulation. Reason's - Missing responses and completed wrong cost sheet however Addendum 1 signed acknowledging receipt of revised cost sheet.**

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND DOWNSTREAM SERVICES, INC.

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Downstream Services, Inc. ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. Service, inspection and cleaning stormwater vaults and filter cartridges located within CFD 2 - Westport, CFD 4 - Seabridge, and CFD 5 - Riverpark communities for The Special Districts Division.

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Downstream Services, Inc. ("SERVICE PROVIDER"), a corporation/LLC/LLP of the State of California, located at 2855 Progress Place, Escondido, CA 92029

3. TERM OF AGREEMENT: From: January 22, 2025 To: January 21, 2026.

3.1 Time is of the essence in this Agreement.

3.2 This Agreement does not have any options to extend.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $1,250,000.

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-I
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification
Exhibit G: CFD Exhibit Maps_ Harbor
Exhibit H: CFD Exhibit Maps_Riverpark
Exhibit I: Stormwater Management StormFilter® Vault Installation Guide
Exhibit J: StormFilter® Maintenance Guide
Exhibit K: Industrial Wastewater Discharge Permit Application
Exhibit L: Oxnard GIS Date Use Agreement

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:
Name: Anthony Miller
Title: Special Districts Manager
Phone: (805) 200-5334
Email: Anthony.Miller@oxnard.org
Mailing Address: 1060 Pacific Ave., Bldg. #1, Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Robert Carr
Title: Project Manager
Phone: (760) 975-5686
Email: RobertC@downstreamservices.com
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER shall submit a payment request to the CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **SDinvoices@oxnard.org**.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon

completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of

any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

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

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

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the

termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition,

installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in

investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

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

33. ADVERTISING AND PUBLICITY

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

34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party’s own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☐ Luis Mc Arthur, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

DOWNSTREAM SERVICES, INC.

Loren V. Wynne, President Date

Clark A. Roberts, Vice President[3] Date

ATTEST:

Lourdes A. López, CITY Clerk Date
(Only if Mayor signs)

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] 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 A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Downstream Services, Inc.)

SCOPE OF SERVICES

PROJECTMANAGER: Anthony Miller / (805) 200-5334 / Anthony.Miller@oxnard.org

Licensing and Professional Certification

A. The Service Provider will be expected to be a Contech Certified Maintenance Provider and will be required to maintain this certification throughout the duration of this Agreement.

B. The Service Provider will be required to hold an ArcGIS Online account with at least one license type which is compatible with field editing data ("Creator" type or "Field Worker" type). Detailed information on purchasing an account can be found here: (https://www.esri.com/en-us/arcgis/products/arcgis-online/buy). This account will allow the City to share its ArcGIS Stormwater Vault Map and provide permissions for the Service Provider to add maintenance reports and comments to each location. Functional training on the map and how to submit the data will be provided by the Project Manager in coordination with the City's GIS Division. The Service Provider will be required to input data for any inspection or maintenance performed at the site including photo uploads. The Service Provider will be required to complete and sign a “GIS Data Use Agreement.”

1-3 Abbreviations

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

Location and General Description of Work

A. The scope of work shall consist of furnishing all necessary labor, materials, equipment, tools, traffic control, public convenience, safety, and other incidental and appurtenant work to service, inspect and clean stormwater vaults and filter cartridges located within the CFD 2 - Westport, CFD 4 - Seabridge, and CFD 5 - Riverpark

communities of Oxnard. Work areas in residential sections of the City may require careful planning on the Service Provider's part. The City reserves the right to add or remove storm vault locations and services during the term of the Contract.

B. The Work area consists of CFD 2 – Westport, located off of Wooley Road between Tradewinds Drive and Chesapeake Drive and bordered by the Channel Islands waterways, CFD 4 – Seabridge, located off of Wooley Road, Seabridge Lane, Victoria Ave and Harbor Island Lane, and CFD 5 - Riverpark, located north of the Oxnard Blvd, Highway 101 Interchange, between Ventura Rd. and Victoria Ave. Attachment 1 depicts the overall District and specific locations within each District where storm vaults are located. Tables within Section 3 include a list of all storm vault locations and the number of filter cartridges needed for each storm vault.

C. Tables within Section 3 include filter cartridge counts for each storm vault as they are believed by the City to exist. The City does not warrant the completeness or accuracy of such information. It is the Service Provider's responsibility to ascertain the existence of any conditions affecting the cost of work. Service Providers are required to conduct their own investigations as to the existing conditions affecting the work to be accomplished under these specifications. If the Service Provider chooses not to visit the site or conduct investigations, the Service Provider will nevertheless be charged with the knowledge of conditions which reasonable inspection and investigation would have disclosed.

2-2 Standards and Requirements

A. Operation and Maintenance

1. Operation and maintenance of the storm filter management systems shall be in accordance with the EPA's Total Maximum Daily Load (TMDL) and MS4 Permit guidelines. All waste associated with these services shall be handled in accordance with all federal, state and local regulations.

B. Data Collection and Mapping

1. Service Provider is required to purchase a license for ArcGIS, and input all maintenance and repair information into the City's database, and provide "before and after" photographs for each location of maintenance and/or repair. At the time of Contract Award, the Service Provider will be required to complete and sign a GIS Data Use Agreement.

C. Hours of Operation

1. All Work shall occur Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. unless otherwise agreed to by the Project Manager in writing.

D. Worksite Maintenance

1. Service Provider shall keep the worksite clean and free of debris at all times. Service Provider will not be allowed to store materials outside of the specified lay-down areas within this contract without prior written approval of the Project Manager and Property Owner of the areas in question.

E. Public Safety

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

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

F. Traffic Control and Public Notification

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

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

3. Project Identification Signage - The Service Provider must furnish portable changeable message signs if required by the City's Traffic Engineer. The Service Provider shall program messages and place in location as directed, including periodic relocations as required. The Service Provider must keep such signs clean and in good repair.

4. Access - All Work and traffic control shall be scheduled to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Service Provider shall be responsible for the protection of vehicular and pedestrian traffic until the work called for in this scope as directed by the Project Manager is complete.

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

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

5. Traffic - "TEMPORARY NO PARKING" signs shall be posted at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. The Service Provider shall furnish and place barricades, if necessary, for posting of signs. The Service Provider shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Service Provider shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Service Provider shall remove all signs within forty-eight (48) hours after the portion of the work affecting parking is accepted by the City.

6. Traffic Control Plan (TCP) - All work shall require maintenance and control of traffic during the work period. The Service Provider shall provide a detailed Traffic Control Plan (TCP) for all phases of work for review and shall conform to the MUTCD, SSS and the SSP and must be approved by the Project Manager before work commences. If required by the nature and location of the work, the TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and

channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Service Provider shall not commence Work before receiving an approved TCP.

During any period when two-way traffic is not provided, the Service Provider shall employ properly trained flaggers to control traffic through the work zone.

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

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

7. Street Closures, Detours, and Barricades - Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Service Provider shall contact the City Inspector at least five (5) working days in advance to coordinate signal service, unless a different time frame is required by the Project Manager.

All traffic control barricades, signs and devices used by the Service Provider shall, as a minimum, conform to the MUTCD. Should the Service Provider fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices.

2-3 Staffing and Supervision

The Service Provider shall supervise and direct all Work, in accordance with industry standards and any applicable manufacturer's instructions, to not in any way void a manufacturer's warranty. The Service Provider shall be responsible for all means, methods, techniques, sequences and procedures and for all portions of the services. Service Provider shall provide an adequate number of skilled workers who are thoroughly trained and experienced in providing the services that are requested under this Contract.

2-4 Expected Conditions and Service Provider Practices

A. Recycling of Contech Cartridges – Service Provider is expected to use Contech recycling programs to minimize cost wherever possible.

B. Laydown/Cartridge Storage Area - City shall provide a laydown area for Service

Provider use.

C. Permits and Permit Fees - Obtaining all permits and required for the performance of the work described in this scope and the payment of all permit fees is the responsibility of the Service Provider.

D. Metered Water - A water meter will be provided by the City at the written request by the Service Provider for the performance of the work throughout the duration of this agreement.

E. Transportation & Disposal of Waste – Service Provider will be responsible for all transportation and disposal of all waste streams generated from the performance of the Work for the duration of this agreement.

F. Hazardous Waste – Service Provider is to assume all filter media, sediment, and debris may contain hazardous materials.

G. Confined Space - When entering vault spaces, all OSHA rules for confined space entry must be followed.

SECTION 3 - Maintenance and Inspection Program

3-1 Annual Inspection Scope

A. The Annual Inspection shall include the following items:

1. Prior to any maintenance work occurring, a physical inspection of the filter vault structure and all its components, including vault doors and all inlet and outlet structures shall be performed. This inspection will include photographs of the vault structure before and after and cleaning work. Service Provider shall note what type of cartridge connection base is in use within each vault and whether or not there is a need to remove and exchange said base when cartridges are replaced. All photos and inspection data shall be uploaded to the City's GIS stormwater vault database and provided to the Project Manager upon completion of the inspection. The inspection is expected to produce an estimated number of cartridges requiring replacement. Cartridges may not be replaced prior to the annual inspection being completed.

2. At each storm vault, Service Provider shall also inspect vault doors and grate inlets for proper operation and submit a report to the Project Manager detailing any needing replacement including photographs depicting damages and proposals for replacements.

3. Inspection work must be recorded on the Contech Inspection Report form provided on page 6 of the Contech StormFilter Inspection and Maintenance Procedures, provided to the Project Manager after each inspection and its data uploaded to the

City's GIS stormwater vault database.

3-2 Annual Maintenance Scope

A. Annual Maintenance shall include the following items:

1. Vault Cleaning – Service Provider shall furnish all necessary labor, materials, equipment, tools, traffic control, public convenience, safety, and other incidental and appurtenant work to remove all debris, excess siltation, sediment and pollutant discharge from each storm vault where necessary as determined by the annual inspection. Prior to work commencing, the Service Provider shall provide a written statement to the Project Manager detailing which sites are to be cleaned and whether or not any cartridges (and how many) are to be replaced at each site.

2. Cartridge Maintenance/Replacement – Service Provider shall furnish all necessary labor, materials, equipment, tools, traffic control, public convenience, safety, and other incidental and appurtenant work to remove and clean or replace all filter cartridges using approved Contech ZPG™ filtration cartridges in accordance with the specification provided by "The Stormwater Management StormFilter® Vault Installation Guide" attached (attachment 3), and "StormFilter Inspection and Maintenance Procedures" attached (attachment 4). **Cartridges may not be replaced unless approved by the Project Manager, are noted during the inspection that the cartridge is due for replacement, and must be recycled through the Contech Filter Exchange Program.**

   All proposed replacements must be submitted in writing and must be approved by the Project Manager prior to the commencement of any replacement work. Cartridge replacement is not expected to be necessary for every cartridge. Contech filter exchange programs **must** be utilized as a cost saving measure. An existing stock of approximately 170 Cartridges are to be installed within CFD 5 vaults prior to the ordering of any new cartridges for CFD 5 vaults. Where prior cartridge stock was installed and what type of connector was used during installation shall be noted on the StormFilter Maintenance Report form (page 7 of the "StormFilter Inspection and Maintenance Procedures").

   Where necessary, ¼ turn connectors will be installed to standardize all cartridge connectors to the ¼ type. All maintenance and replacement work is to be recorded on the StormFilter Maintenance Report form, provided to the Project Manager after the work is performed and its data uploaded to the City's GIS stormwater vault database.

B. Vault Maintenance

1. Maintenance of the structure of the vault itself is generally considered outside of the scope of this agreement. However, if damaged vaults are encountered during inspection, conditions must be recorded on the appropriate inspection form and reported to the Project Manager in writing.

3-3 Vault Locations and Filter Quantities

The tables included below indicate the location of each vault and the total number of filters installed within each vault.

A. CFD 2 - Westport

1. General Vault Locations and Cartridge Quantities

Unit Number	Storm Vault Location	Filter Cartridges
2	Chesapeake Dr.	35
9	Tradewinds Dr.	22
4	Twin Tides Pl.	34
8	Tradewinds Dr.	23
6	Viewpoint Dr.	11
10	Viewpoint Dr.	32
1	Chesapeake Dr.	30
3	Twin Tides Pl.	10
7	Tradewinds Dr.	2
16	Viewpoint Dr.	3
5	Chesapeake Dr.	25
11	Admiral Way	30
	Total	**257**

B. CFD 4 - Seabridge

1. General Vault Locations and Cartridge Quantities

Unit Number	Storm Vault Location	Filter Cartridges
12	Seabridge Ln.	83
17	Seabridge Ln/Pedestrian Bridge	15
18	Adriatic St. & Estuary Way	5
19	Farralon Way	4
21	Seabridge Ln.	5
13	Windshore Way/Pedestrian Bridge	101
34	Adriatic St. at Caspian Way	5

36	Caribbean St at Estuary Way	8
15	Harbour Island Ln.	56
20	Estuary Way	8
22	Crete Ln.	2
23	Adriatic St.	3
24	Harbour Island Ln.	4
25	Caribbean St.	6
26	Harbour Island Ln.	6
27	Seabridge Ln.	8
28	Aleutian Way	4
48	Galapagos Way at Aleutian Way	4
56	Crete Ln. at alley between Galapagos Way & Farralon Way	2
57	Crete Ln. at alley between Harbour Island Ln. & Galapagos Way	2
58	Wooley Rd. NW of Seabridge Ln.	2
59	Wooley Rd. SW of Seabridge Ln.	2
60	Wooley Rd. NE of Seabridge Ln	2
61	Wooley Rd. SE of Seabridge Ln.	2
29	Baltic St at Estuary Way	8
30	Farralon Way at Aleutian Way	8
31	Estuary Way	2
32	Adriatic St. between Caspian Way and Seabridge Ln.	4
33	Crete Ln. at Galapagos Way	7
35	Harbour Island Ln. at Aleutian Way	4
37	Aleutian Way at Galapagos Way	5
38	Caspian Way At Baltic St.	7
39	Crete Ln. at Farralon Way	7
40	Estuary Way at Baltic St.	7
41	Seabridge Ln. at Adriatic St.	2
42	Crete Ln. at Harbour Island Ln.	6

43	Adriatic St. at Caspian Way	3
44	Crete Ln at Galapagos Way	5
45	Estuary Way at Caribbean St.	3
46	Harbour Island Ln. at Aleutian Way	7
47	Baltic St. at Seabridge Ln.	4
49	Seabridge Ln at Caribbean St.	12
62	Wooley Rd. NW of Victoria Ave	2
63	Wooley Rd. SW of Victoria Ave	2
64	Victoria Ave. at Harbour Island Ln.	5
14	Victoria Ave Near Yolanda's	51
50	Estuary Way at Adriatic St.	9
51	Donegal Way at Baltic St.	8
52	Harbour Island Ln. at Parking Lot	9
53	Caspian Way at Adriatic St.	12
54	Donegal Way at Adriatic St.	12
55	Seabridge Ln. at Caribbean St.	14
	Total	**564**

C. CFD 5 - Riverpark

1. General Vault Locations and Cartridge Quantities

Unit Number	Storm Vault Location	Filter Cartridges
190	Alley on Nile River NW of Kings canyon	5
191	NW corner of Flathead River at Ventura Rd.	6
192	SW corner of Flathead River at Ventura Rd.	5
193	NW alley off Flathead River south of Ventura Rd.	6
194	NW alley off Flathead River south of Oxnard Blvd.	7
195	NW corner of Flathead River at Oxnard Blvd.	9
196	SW corner of Flathead River at Oxnard Blvd.	5
197	NW corner of Green River at Ventura Rd.	6
198	SW corner of Green River at Ventura Rd.	2

199	NW alley off Green River south of Ventura Rd.	7
200	NE alley off Green River south of Ventura Rd.	5
201	NW corner of Flathead River at Oxnard Blvd.	3
202	SW corner of Flathead River at Oxnard Blvd.	3
203	Alley South of Ventura Rd between Flathead River and Green River	0
204	Alley between Garonne and Green River between Ventura Rd and Oxnard Blvd.	0
205	Alley SE of Oxnard Blvd off Green River	6
206	NW alley off Green River SE of Oxnard Blvd.	2
207	NW corner of Green River at Oxnard Blvd.	7
208	SW corner of Green River at Oxnard Blvd.	5
209	Alley off Green River west of Garrone	6
210	South corner of Green River at Garonne St	6
211	North corner of Green River at Garonne St	3
212	Alley off Green River SE of Moonlight Park	4
213	Alley at the SE intersection of Flathead River	6
214	Alley at SW side of Flathead River East of Moonlight Park	3
215	SW corner of Flathead River at Moonlight Park	2
216	NW corner of Flathead River at Moonlight Park	4
217	NW alley off Moss Landing between Green River and Garonne	5
218	SE alley off Moss Landing between Green River and Garonne	7
219	NW alley off Flathead River NW of Moonlight Park	3
220	SW corner of Green River at Oxnard Blvd	3
221	NW corner of Green River at Oxnard Blvd	3
222	NW alley off Kiawah River between Thames River and Roia Ln	7
223	NW alley off Indus Place between Roia Ln and Shenandoah Dr.	3
224	NW corner of Nimes at Kiawah River	3

225	SW corner of Nimes at Kiawah River	5
226	West corner of Java Pl at Moss Landing	3
227	NW corner of alley at Nimes NE of Garonne	5
228	NW corner of Nimes at Garonne	7
229	NW corner of Orleans at Kiawah River	2
230	SW corner of Orleans at Kiawah River	15
231	SW side of Lakeview at Moss Landing	5
232	NW side of Lakeview at Moss Landing	3
233	NW corner of alley on Moss Landing between Garonne and Java Place	5
234	SW corner of Java Pl at Thames River	7
235	NW alley off Java Pl. west of Thames River	6
236	NW alley off Java Pl west of Thames River	7
237	Lakeview Court end of Cul de Sac	13
238	Lakeview Court at Orleans at walking path	9
239	NW Kiawah River at the alley between Nimes and Orleans	3
240	Alley between Java Pl and Kiawah River east of Roia Ln	3
241	NW alley off Kiawah River between Moss Landing and Nimes	7
242	SW corner of Smokey Mountain at American River	6
243	NE corner of American River and Riverpark Dr.	8
244	NE corner of Smokey Mountain at Big Sur River	1
245	NE alley off Smokey Mountain between American River and Big Sur River	4
246	NW alley off Smokey Mountain between American River and Big Sur River	7
247	NW corner of Big Sur River at Smokey Mountain (corner of Vineyards Park)	2
248	NW side of Indus Pl east of Palisades Park	9
249	NW corner of Roia Ln at Indus Pl adjacent to the tennis courts	1

250	NW side of Indus Pl south of Orleans and prior to the alley	6
251	NW corner of Indus Pl at Orelans at East Park	7
252	Alley off Indus Pl between Palisades Park and Roia	2
253	Alley off Indus Place between Orleans and Palisades Park	3
254	Danvers River east of Rocky Mountain	3
255	Alley off Rocky Mountain between Danvers River and Elk River	3
256	NW Alley off Rocky Mountain between Danvers River and Elk River Pl	2
257	NW corner of Elk River at Rocky Mountain	4
258	NW side of Rocky Mountain at Elk River between two alleys	3
259	NE Alley off Rocky Mountain between Elk River and Feather River Pl	2
260	NW Alley off Rocky Mountain between Elk River and Feather River Pl	2
261	Alley off Smokey Mountain SW of Danvers River	7
262	NW corner of Smokey Mountain between alley and Danvers River	2
263	NE side of Smokey Mountain between alley and Danvers River	7
264	NW corner of Indus Pl at Thames River	5
265	SW corner of Indus Pl at Thames River	6
266	SW alley at Indus Pl between Shenandoah and Thames River	5
267	NW corner of Indus Pl between the alley and Shenandoah	5
268	SW alley off Indus Pl between Roia and Shenandoah	7
269	SW corner of Olive St at the entrance of Paseo Del Rio Apts.	18
270	NW corner of Olive St at the entrance of Paseo Del Rio Apts.	18

271	SW Danvers River west of Moonlight Park Ave. at driveway entrance to backside of Target adjacent to the Park at the Collection	6
272	NW Danvers River east of driveway entrance to Mosaic Apts and west of Moonlight Park Ave.	5
273	Danvers River next to Targe across the street from Mosaic Apts Pool	1
274	SW corner of Danvers River at Riverpark Blvd next to parking lot	7
275	NW corner of Danvers River at Riverpark Blvd next to parking lot	8
276	NW corner of Colonia at Riverpark Blvd.	10
277	SW of Elk River Pl at the alley	2
278	NW side of alley south of Elk River Pl	1
122	West side of Moss Landing between Kings Canyon and Lakeview Ct. next to detention basin	5
123	West side of Oxnard Blvd. between London Ln and Oxnard Blvd. Traffic Circle at alley	4
124	West side of Moss Landing at the alley SE of Oxnard Blvd Traffic Circle	7
125	West side of Kiawah River at Moss Landing	7
126	NW side of Kiawah River at Moss Landing	9
127	West side of Kiawah River at the alley between Moss Landing and London Ln.	3
128	NW Kiawah River between Moss Landing and London Ln at alley	13
129	SW corner of Kiawah River at London Ln	3
130	NW corner of Kiawah River at London Ln	8
131	SW alley off Kiawah River between Oxnard Blvd.and London Ln	5
132	Oxnard Blvd SE of Kiawah River	3
133	Kiawah River at the North alley between Oxnard Blvd and London Ln.	6
134	Oxnard Blvd NE of Kiawah River	4
135	Oxnard Blvd SW of Kiawah River	5

136	Oxnard Blvd NE of Kiawah River	6
137	Kiawah River at the SW alley between Lisbon Ln and Oxnard Blvd.	7
138	Kiawah River at the NW alley between Lisbon Ln and Oxnard Blvd.	6
139	NE corner of London Ln at Garonne	7
140	NW corner of Garonne at London Ln.	9
141	NW corner of London Ln at Garonne	7
142	West corner of Oxnard Blvd at Owens River	10
143	West side of Albion Dr. at the road bend between Owens River and Platte Way	4
144	West side of Albion Dr. between Platte Way and Rio Grande Way	3
145	West side of Albion Dr. between Rio Grande and Seine River	3
146	West side of Albion Dr. between Seine River and Tiber River	4
147	West side of Albion Dr. between Tiber River and Whalen Way	15
148	West side of Albion Dr. between Whalen Way and Xanadu Way	20
149	Platte Way east of Albion Dr.	24
150	Rio Grande west of Oxnard Blvd.	16
151	Rio Grande east of Albion Dr.	3
152	Seine River east of Albion Dr.	23
153	East side of Kings Canyon between Platte Way and Rio Grande Way	3
154	West side of Kings Canyon between Platte Way and Rio Grande Way	2
155	East side of Kings Canyon between Rio Grande Way and Seine River	3
156	West side of Kings Canyon between Rio Grande Way and Seine River	2
157	East side of Kings Canyon between Tiber River and Whalen Way	3

158	East side of Kings Canyon between Whalen Way and Xanadu Way	2
159	West side of Kings Canyon between Whalen Way and Xanadu Way	1
160	North side of Xanadu Way between Kings Canyon and Oxnard Blvd.	17
161	SW side of Platte Way at Kings Canyon	5
162	NW side of Platte Way at Kings Canyon	7
163	SW side of Platte Way between Oxnard Blvd and alley	11
164	SW side of Rio Grande between Kings Canyon and alley	4
165	NW side of Rio Grande between Kings Canyon and alley	5
166	NW side of Rio Grande between Oxnard Blvd. and alley	7
167	SW side of Rio Grande between Oxnard Blvd. and alley	7
168	SW side of Seine River between Kings Canyon and alley	5
169	NW side of Seine River between Kings Canyon and alley	21
170	NW side of Seine River between Oxnard Blvd and alley	6
171	SW side of Tiber River at Kings Canyon	3
172	NW side of Tiber River at Kings Canyon	5
173	SW side of Tiber River between Oxnard Blvd. and Kings Canyon	9
174	SW side of Whalen Way between Oxnard Blvd. and Kings Canyon	21
175	South side of Kings Canyon between Nile River and alley along detention basin	2
176	Alley at Kings Canyon between Nile River and Moss Landing	5
177	North side of Kings Canyon between Nile River and alley	2
178	West side of Kings Canyon at Owens River along detention basin	2
179	NE side of Kings Canyon at Owens River	5

180	SW alley off Owens River east of Oxnard Blvd.	1
181	SW side of Owens River east of Oxnard Blvd.	3
182	NW side of Owens River east of Oxnard Blvd.	6
183	NW corner of Owens River at Kings Canyon	5
184	SW alley off Nile River east of Oxnard Blvd.	3
185	NW alley off Nile River east of Oxnard Blvd.	5
186	SW corner of Nile River at Oxnard Blvd.	5
187	NW corner of Nile River at Oxnard Blvd.	6
188	NW corner of Nile River at Kings Canyon	1
189	SW corner of Nile River at Kings Canyon	2
53	Riverpark Blvd. NW of the lift station	14
54	North corner of Forest Park Blvd. at Ventura Rd.	10
55	Ventura Rd. NW of Forest Park Blvd.	4
56	Ventura Rd. NW side of street at Green River	2
57	SW corner of Garonne at Ventura Rd.	8
58	NE corner of Garonne at Ventura Rd.	16
59	West side of Ventura Rd. at Garonne	3
60	Oxnard Blvd. NE corner at Danvers River	7
61	Oxnard Blvd. NW corner at Danvers River	6
62	Oxnard Blvd. NE of Green River	3
63	Oxnard Blvd. NW of Green River	3
64	Oxnard Blvd North of Green River at Central Park	10
65	Moss Landing Dr. NE of Garonne	8
66	Moss Landing Dr. NW of Garonne	10
67	Moon Light Park NW side of the street between Forest Park and Flathead River	2
68	Moss Landing SW of Green River	4
69	Green River Dr. at Moss Landing	3
70	Moss Landing Dr. SE of Garonne St.	4
71	Moss Landing Dr. SW of Garonne St.	7

72	Orleans Ln.NE corner at Garonne St.	5
73	Orleans Ln. NW corner at Garonne St.	4
74	Garonne St. at Nimes Ln. SW side of St.	5
75	Orleans Ln. NE of Indus Pl.	13
76	Kiawah River Blvd. between Moss Landing and alley, SW side of the St.	8
77	Kiawah River N side of the street between Moss Landing and the alley	7
78	Riverpark Blvd. SE of Danvers River	9
79	Riverpark Blvd. NE of Danvers River	9
80	Thames River NW of Forest Park Blvd.	5
81	Thames River Dr. NE of Indus Pl.	2
82	Thames River Dr. NE of Java Pl.	3
83	Thames River Dr. NW of Java Pl.	7
84	Thames River Dr. parkway of Rio Del Mar School	7
85	Thames River Dr. parkway across the street from Rio Del Mar School and W of Lakeview Ct.	10
86	Thames River Dr. East of Rio Del Mar School driveway on the South S	4
87	Thames River Dr. East of Rio Del Mar School driveway on the North side of the street	6
88	Forrest Park Blvd. between Riverpark Blvd. and Moonlight Park Ave. N side of the street	9
89	NW corner of Forest Park Dr. at Moonlight Park Ave.	7
90	SW corner of Forest Park Blvd. at Moonlight Park Ave.	6
91	NE corner of Forest Park Blvd. at Oxnard Blvd.	8
92	SE corner of Forest Park Blvd. at Oxnard Blvd.	5
93	N side of Forest Park Blvd. between Ventura Rd and Oxnard Blvd.	8
94	S side of Forest Park Blvd. between Ventura Rd and Oxnard Blvd.	5
95	SW side of Forest Park Blvd at Ventura Rd	4

96	W side of Ventura Rd between Forest Park Blvd and Clyde River Pl.	4
97	E side of Ventura Rd between Forest Park Blvd. and Clyde River Pl.	9
98	NW corner of Forest Park Blvd at Vineyard Ave.	14
99	S side of Forest Park Blvd between Vineyard Ave. and Thames River Dr.	11
100	N side of Forest Park Blvd between Vineyard Ave. and Thames River Dr. adjacent to Rio Vista School	5
101	SE side of Forest Park Blvd. at Thames River Dr.	16
102	NE side of Thames River Dr.	5
103	S side of Forest Park Blvd between Garonne St and Moonlight Park Ave.	5
104	N side of Forest Park Blvd between Garonne St and Moonlight Park Ave.	3
105	SE side of Ventura Rd. between Owens River Dr. and Kiawah River Dr.	4
106	NW side of Ventura Rd. between Owens River Dr. and Kiawah River Dr.	3
107	Owens River Blvd, between Ventura Rd. and Nile River at the Alley	7
108	Owens River Blvd. where Nile River intersects with Windrow Park	4
109	N corner of Owens River Dr. and Nile River	15
110	Alley between Owens River Dr. and Nile River	7
111	SW side of Kiawah River Dr. between Lison Ln. and the alley	3
112	NW side of Kiawah River Dr. between Lison Ln. and the alley	6
113	NW side of Kiawah River Dr. at the alley between Lison Ln. and Ventura Rd.	4
114	SW side of Kiawah River Dr. between Ventura Rd and the alley	7
115	NW side of Kiawah River Dr. between Ventura Rd and the alley	14

116	NW side of Kiawah River Dr. West of Ventura Rd and the alley	7
117	SW side of Kiawah River Dr. West of Ventura Rd and the alley	4
118	SW side of Kiawah River Dr. between Nile River and Ventura Rd at alley	4
119	NW side of Kiawah River Dr. between Nile River and alley	11
120	NW side of Kiawah River Dr. between Nile River and Owens River at alley	6
121	West side of Moss Landing between Kings Canyon and Lakeview Ct.	7
18	Town Center Dr. at Portico near Bank of American	66
19	Town Center Dr. in parkway between Oxnard Blvd. and Portico	67
20	Danvers River between Moonlight Park Ave & Riverpark Blvd (Tempo at Riverpark)	30
21	Riverpark Blvd. north of Danvers River St.	18
22	Danvers River St. west of Moonlight Park Ave. Behind Target	27
23	Danvers River and Oxnard Blvd. west Target parking lot	31
24	Riverpark Blvd. NW of Danvers River St. (RHF Sonata Apts)	3
25	Ventura Rd. W of Albion	10
26	Ventura Rd. NW of Albion	3
27	Albion Way at Ventura Rd. SW mow strip before alley	18
28	Lison Dr. North of Kiawah River	10
29	Nile River West of Oxnard Blvd.	15
30	Albion Way North of Nile River	21
31	Owens River Dr. East of Albion	14
32	Owens River Dr. West of Albion	6
33	Moss Landing SE of N. Oxnard Blvd.	5
34	Moss Landing NE of N. Oxnard Blvd.	7
35	Ventura Rd. NW of Oxnard Blvd. traffic circle	7

36	Ventura Rd. SW of Oxnard Blvd. traffic circle	4
37	Oxnard Blvd SE of London Rd	5
38	Oxnard Blvd NE of London Rd	5
39	Oxnard Blvd NW of Lisbon Rd	3
40	Danvers River at Moonlight Park, NE corner	3
41	Danvers River NE of Oxnard Blvd.	3
42	Danvers River South of Oxnard Blvd.	3
43	Riverpark Blvd at Colonia Rd, Krispy Kreme parkway	6
44	Riverpark Blvd at Colonia Rd, Krispy Kreme planter bed	10
45	Riverpark Blvd at Colonia Rd, Krispy Kreme drive through	6
46	Riverpark Blvd. parkway in front of Paseo Del Rio Apartments	7
47	Oxnard Blvd. in parkway by South of Red Robin	4
48	Oxnard Blvd. in parkway by North of Red Robin	21
49	Oxnard Blvd. in park way NW of Red Robin next to vacant field	10
50	NE corner of Oxnard Blvd & Clyde River	4
51	NW corner of Riverpark Blvd and Town Center Dr.	4
52	Riverpark Blvd adjacent to lift station	4
1	Danvers River at Moonlight Park	36
2	Seaglass at Danvers River	56
3	Kiawah Rivers alley between Lison Ln. & Ventura Rd.	10
4	Ventura Rd & Garonne St. NE alley	26
5	Moss Landing and Garonne St. NW alley	12
6	Garonne St. & London Ln. NW alley	11
7	Kiawah River alley between Nimes Ln. & Moss Landing Blvd.	8
8	NE corner alley at Orleans Dr. & Kiawah River	6
9	Greenbelt at Rocky Mountain Dr. and Feather River Pl.	11

10	Riverpark Blvd. inside Pasep Santa Clara Apts.SE corner near green belt	34
11	Ventura Rd. & Clyde River	11
12	Clyde River & Oxnard Blvd.	15
13	Riverpark Blvd at Collection/24 Fitness Entrance	6
14	Oxnard Blvd. & Clyde River SE corner	24
15	Town Center Dr. & Riverpark Blvd. SW corner	32
16	Collection Marketplace adjacent to 101 Freeway & Lazy Dog Restaurant	76
17	Collection Marketplace adjacent to the Oxnard Blvd Northbound off ramp near Whole Foods	67
	Total	**2274**

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Downstream Services, Inc.)

SCHEDULE OF COMPENSATION

Bid Item	Description (LABOR ONLY)	Price	Unit
1	Inspection Scope Section 3-1 – CFD 2	$2,056.00	Annual
2	Inspection Scope Section 3-1 – CFD 4	$8,411.00	Annual
3	Inspection Scope Section 3-1 – CFD 5	$44,298.00	Annual
4	Vault Maintenance – Cleaning Only	$1,225.00	/hr
5	Vault Maintenance – Cleaning and Cartridge Replacement	$1,893.00	/hr
6	Single Cartridge Replacement	$786.00	/Unit Replaced
	Materials	**Price**	**Unit**
10	18 inch Contech ZPG ™ Filtration cartridge (New)	$343.00	/Cartridge
11	18 inch Contech ZPG™ filtration cartridge (Recycled)	$162.00	/Cartridge
12	1/4 Turn Connector	$6.00	/Connector
		$59,180.00	**Total Bid Price**

EXHIBIT C
TRADE SERVICES AGREEMENT
(CITY of Oxnard and Downstream Services, Inc.)

INSURANCE REQUIREMENTS

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

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

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

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

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

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

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

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

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Name: _____

Address: _____

Telephone: (____) _____

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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 _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Downstream Services, Inc.)

LIVING WAGE POLICY

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

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $19.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Downstream Services, Inc.)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE

PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is 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 currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

EXHIBIT F
TRADE SERVICES AGREEMENT

(CITY of Oxnard and Downstream Services, Inc.)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

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 an Agreement is signed or 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/entityidentified 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 engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of _____ in the State of _____

OPTION No.2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged 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): _____ Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of _____ in the State of _____

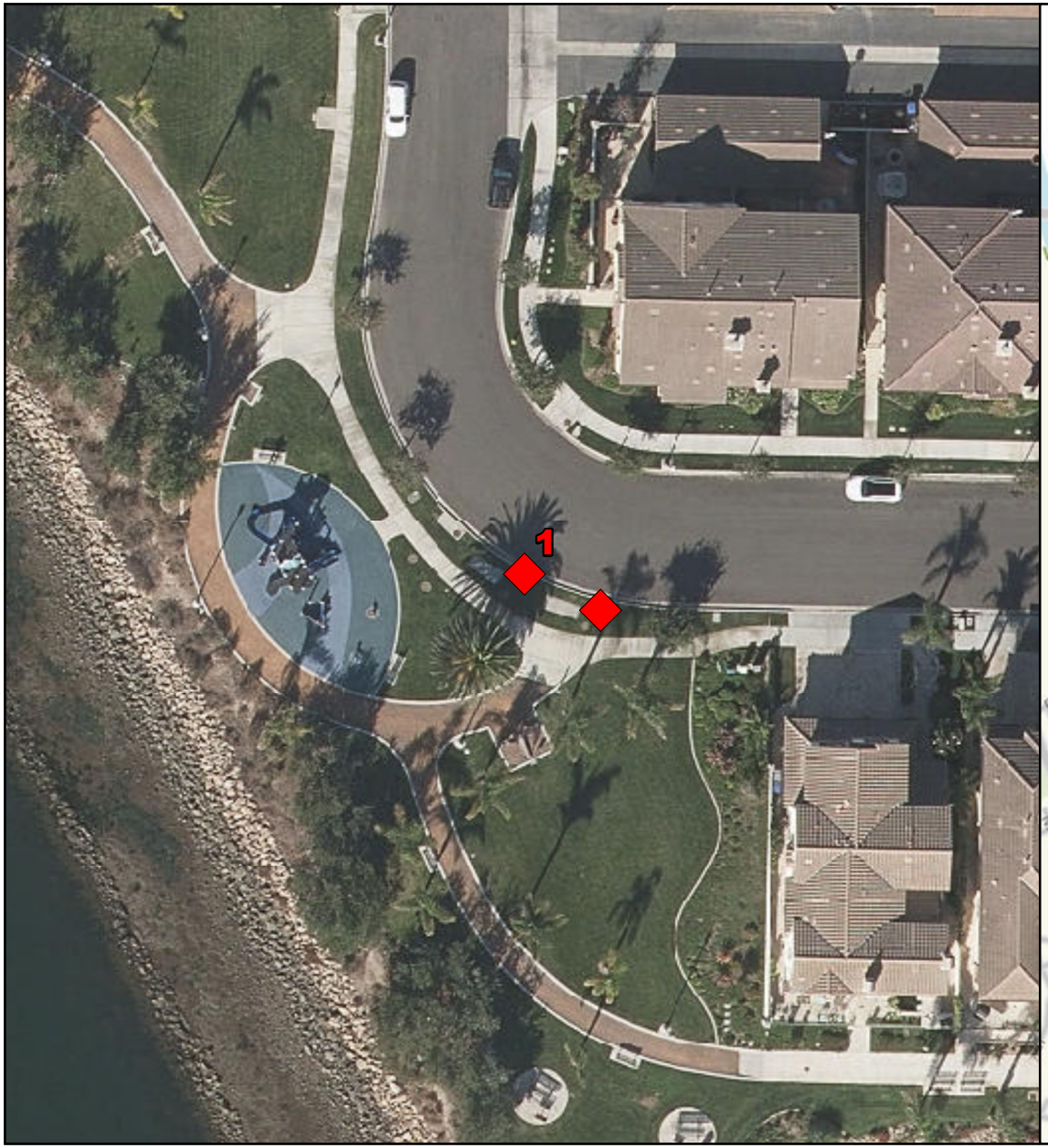
EXHIBIT G

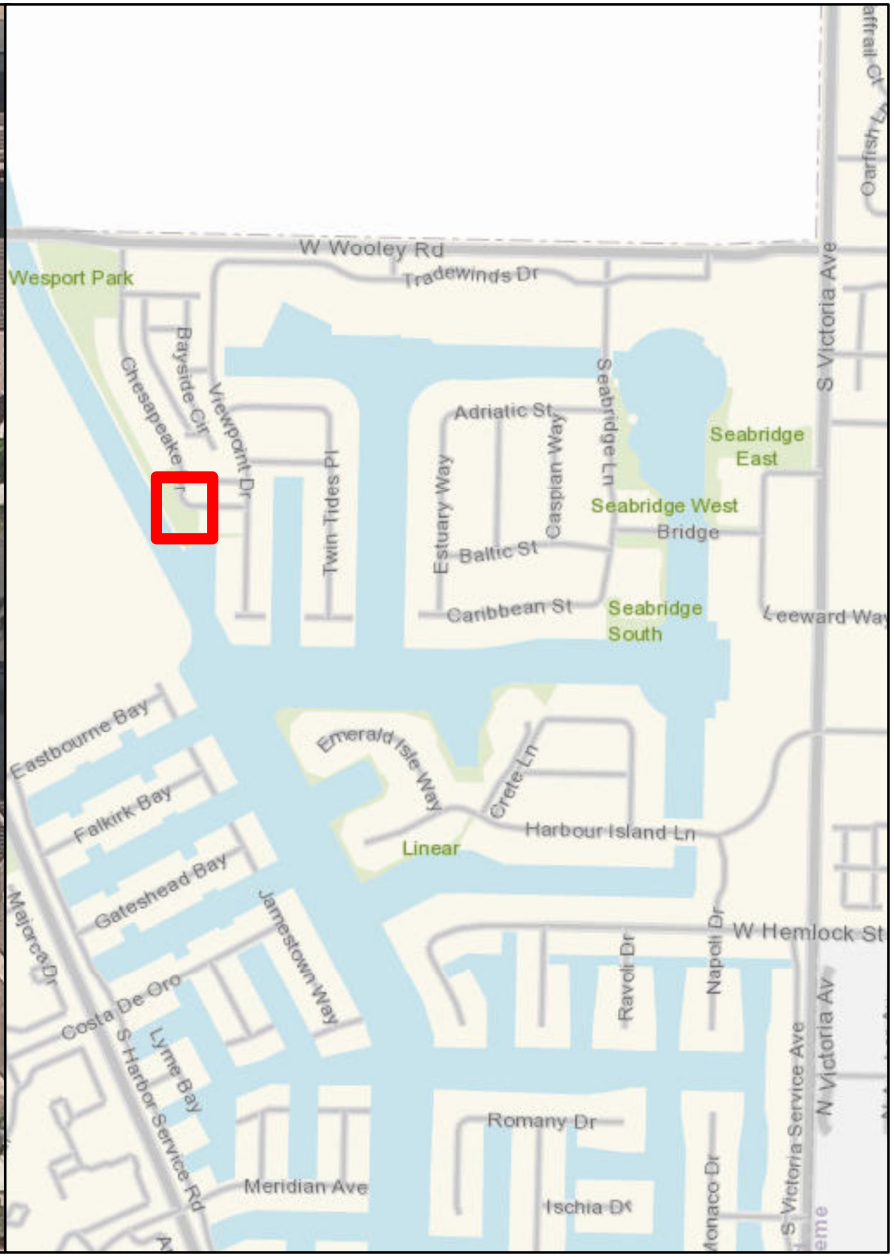
TRADE SERVICES AGREEMENT
(CITY of Oxnard and Downstream Services, Inc.)

CFD EXHIBIT MAPS_HARBOR

(ON THE FOLLOWING PAGES)

Filtration Unit No. 1





STORMFILTER TREATMENT UNIT

Number of Cartridges is 30

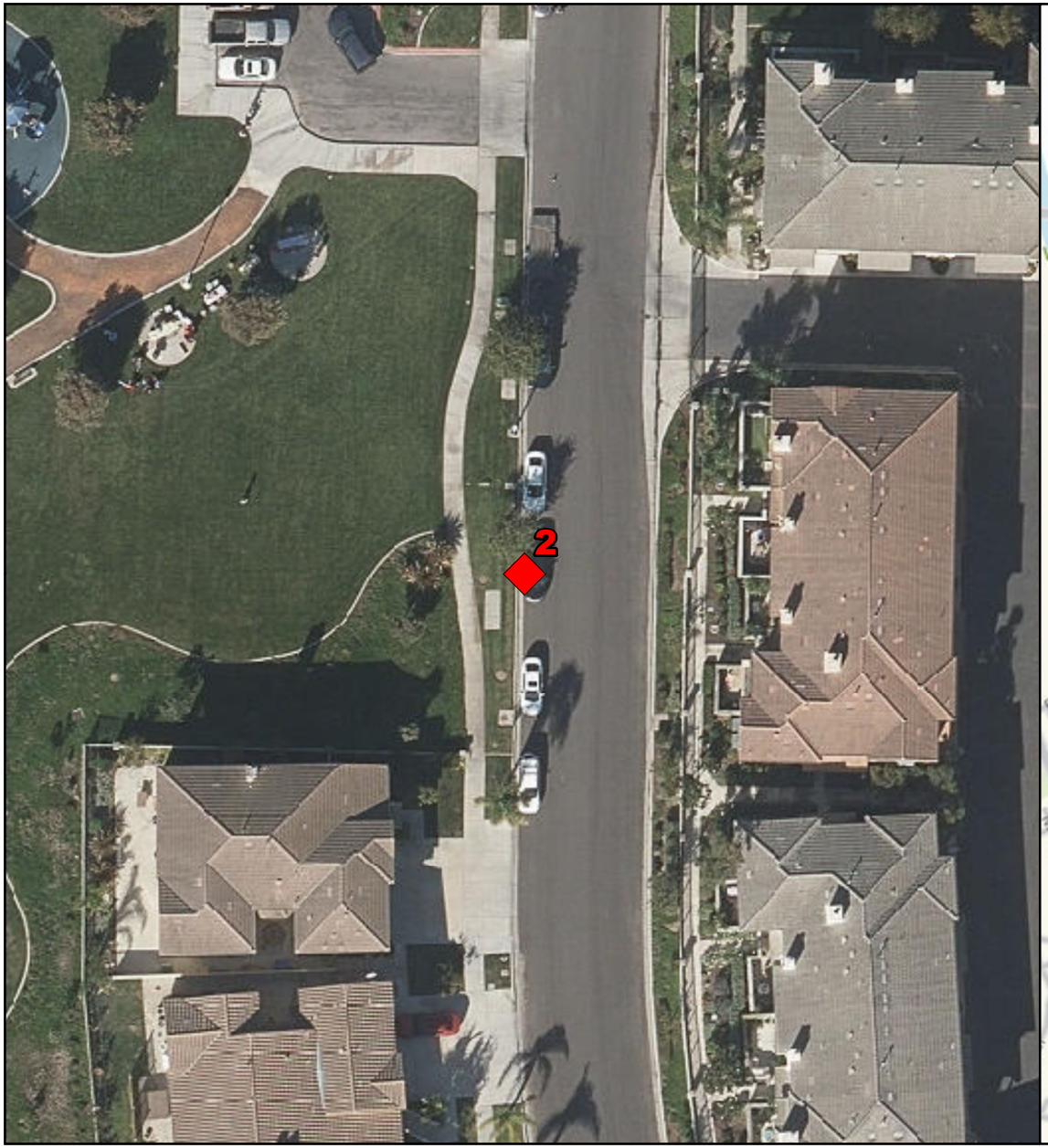
Legend

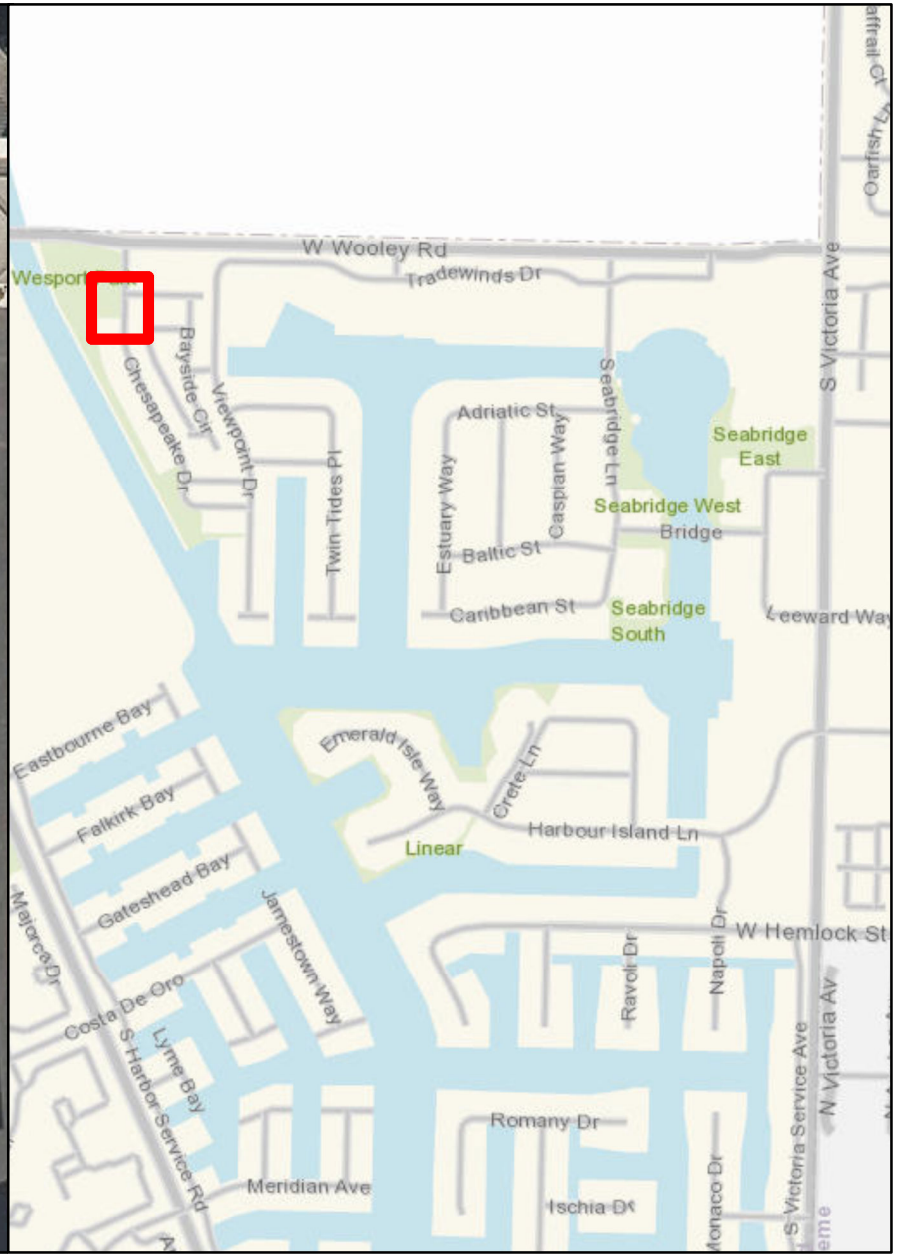
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 2





STORMFILTER TREATMENT UNIT

Number of Cartridges is 35

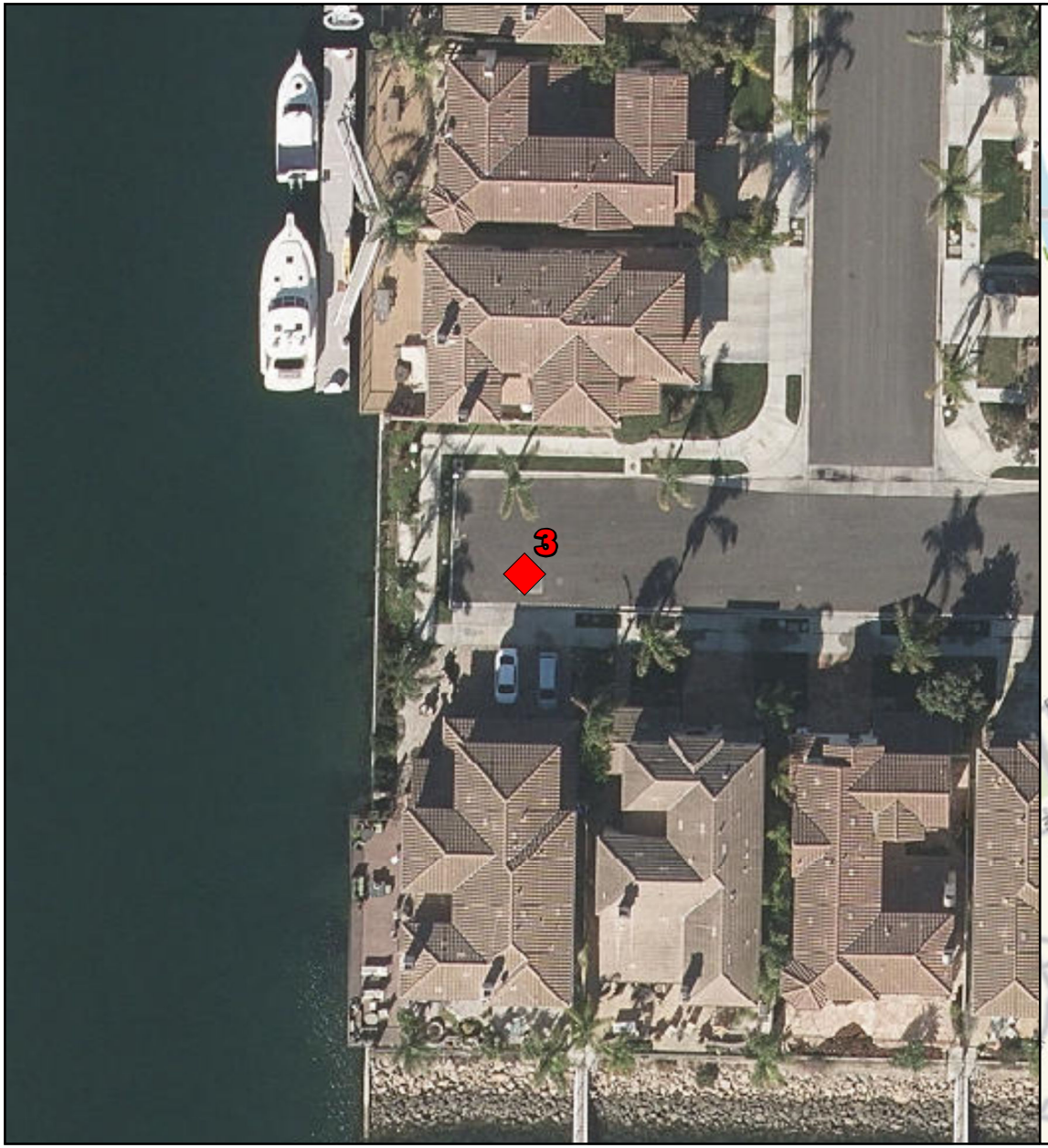
Legend

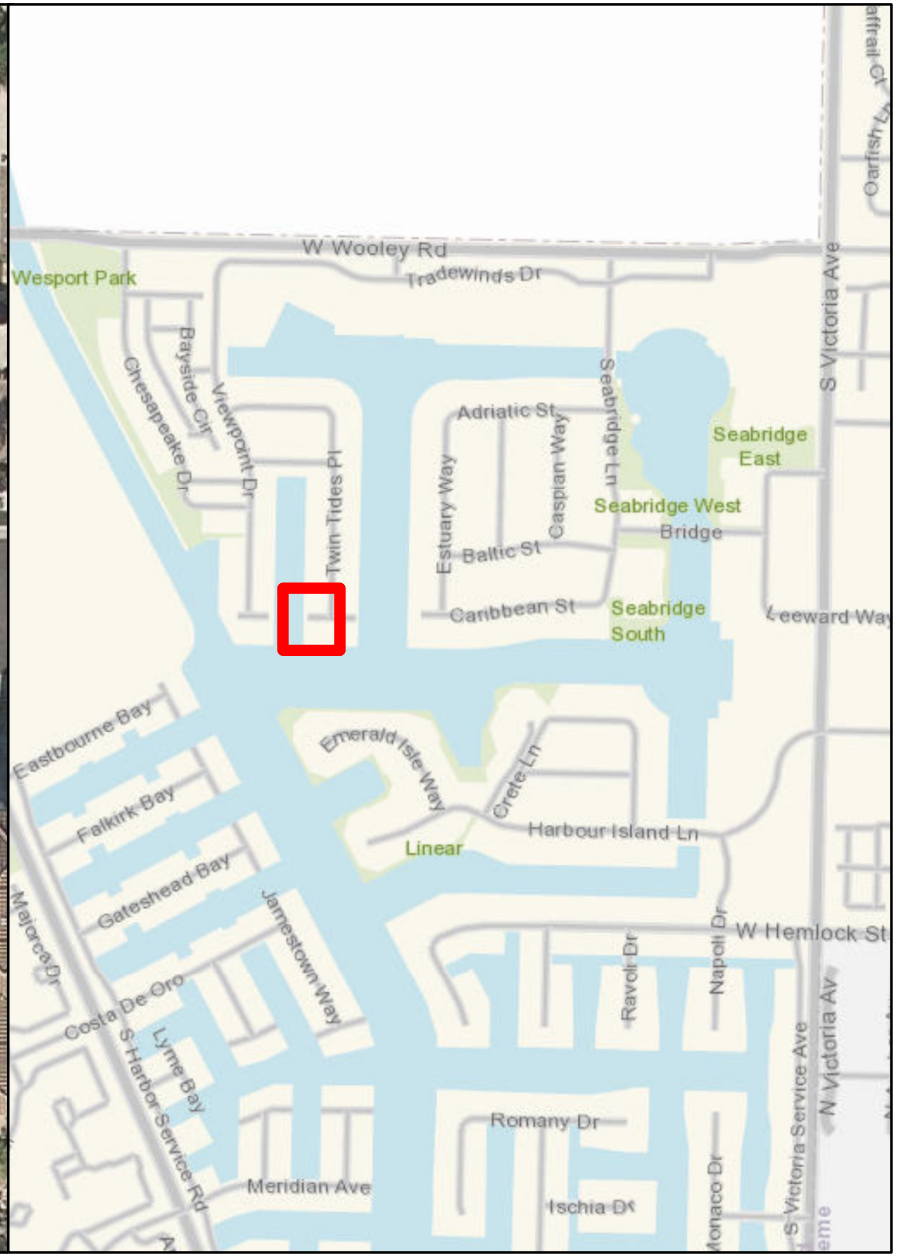
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 3





STORMFILTER TREATMENT UNIT

Number of Cartridges is 10

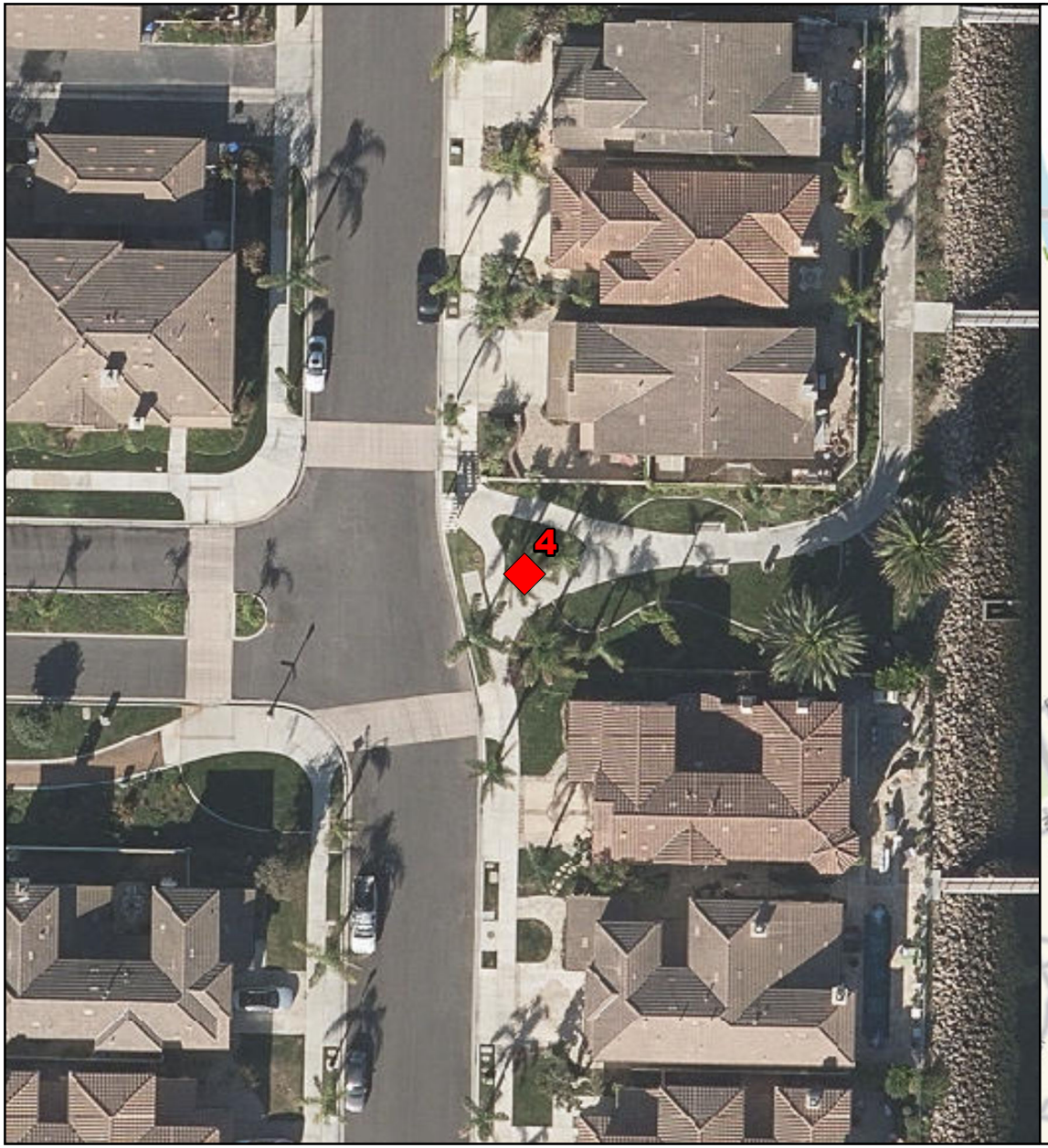
Legend

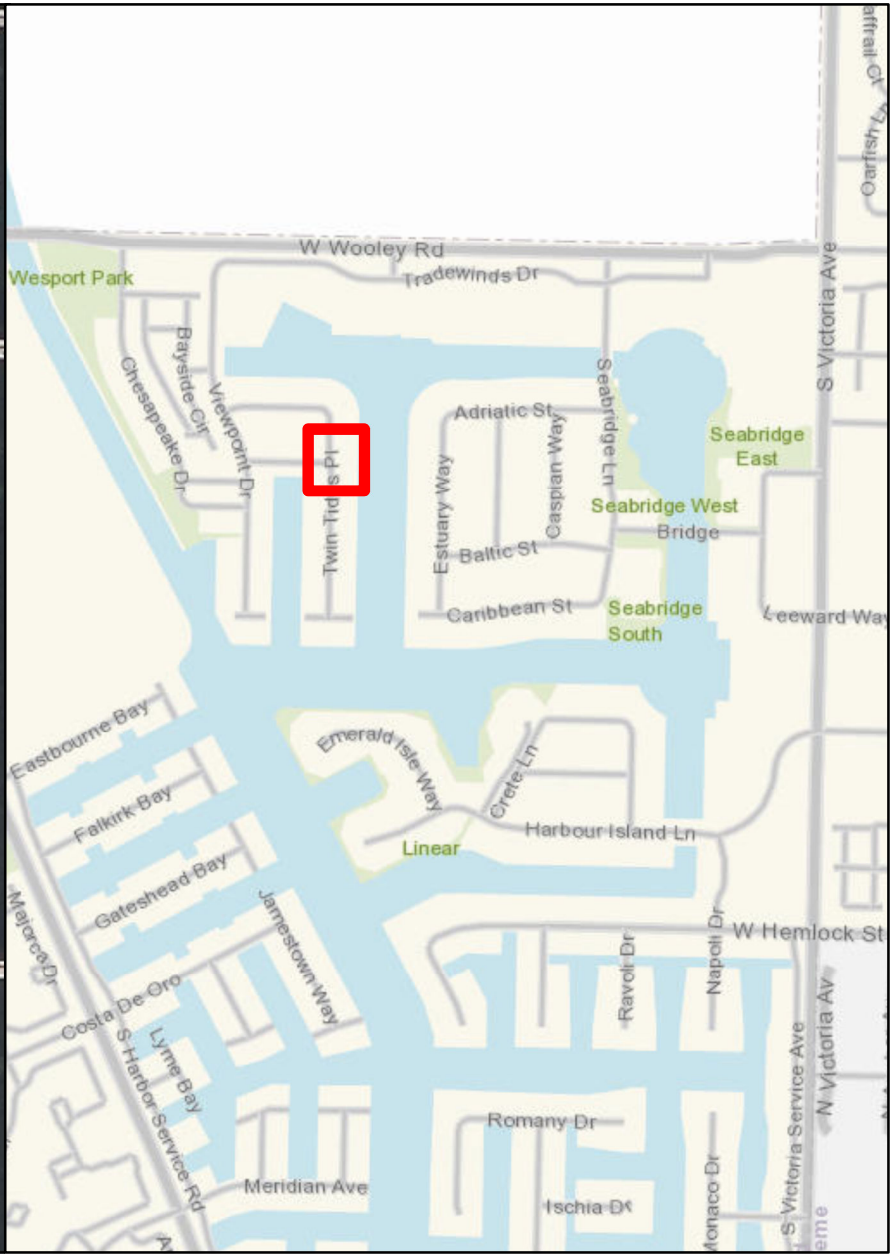
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 4





STORMFILTER TREATMENT UNIT

Number of Cartridges is 34

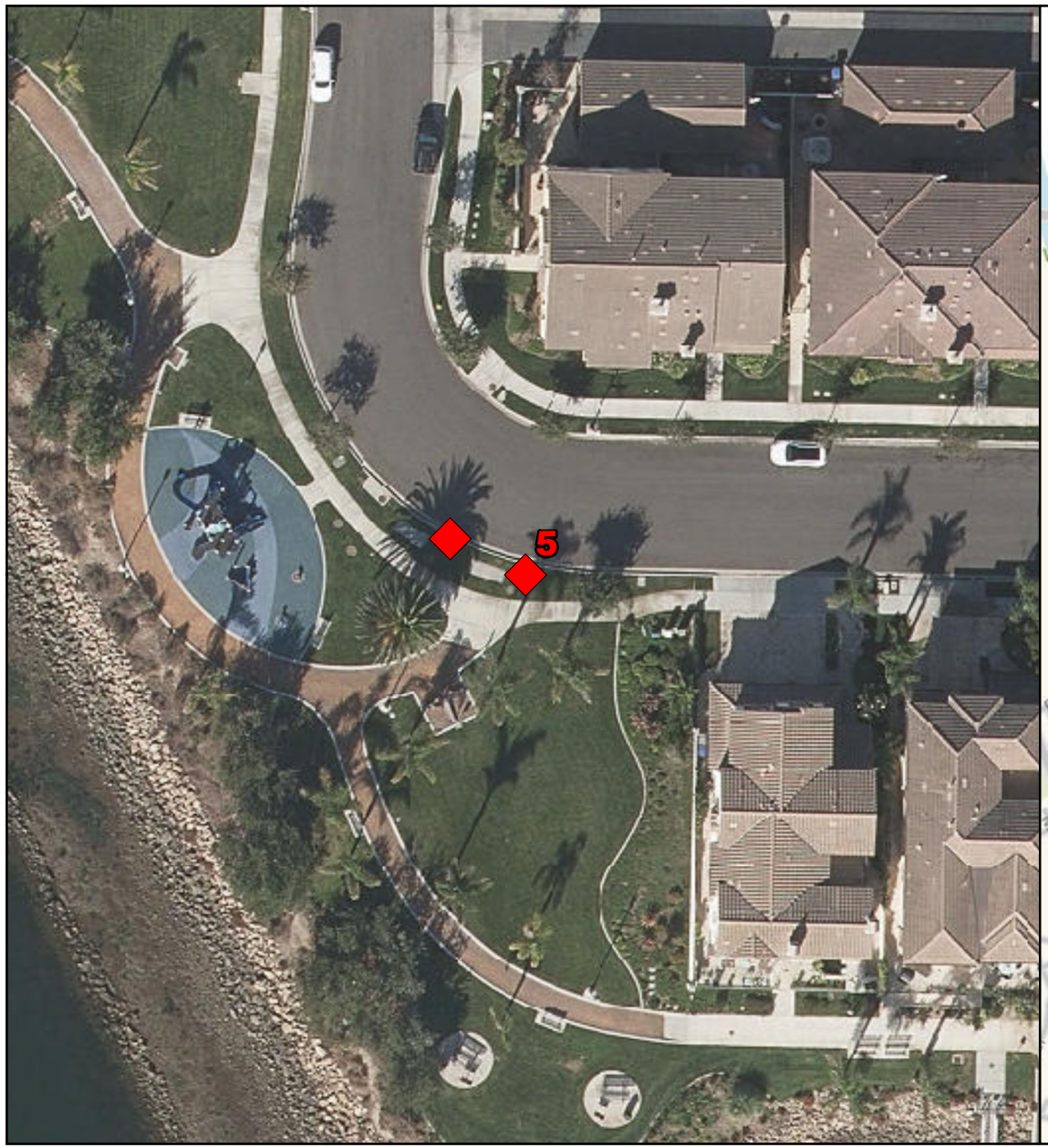
Legend

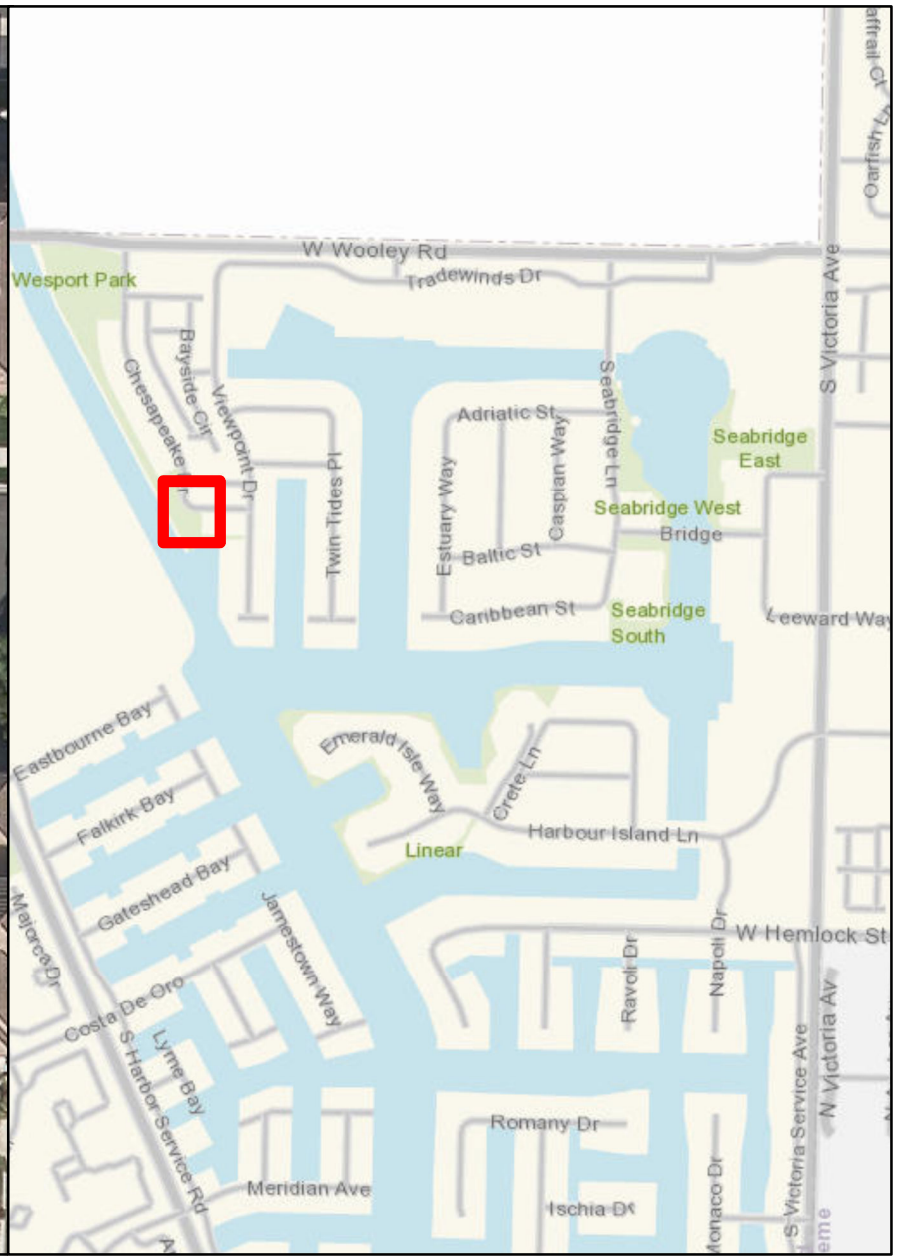
Filtration Unit

0 15 30 60 90 120 Feet

N
W E
S

Filtration Unit No. 5





STORMFILTER TREATMENT UNIT

Number of Cartridges is 25

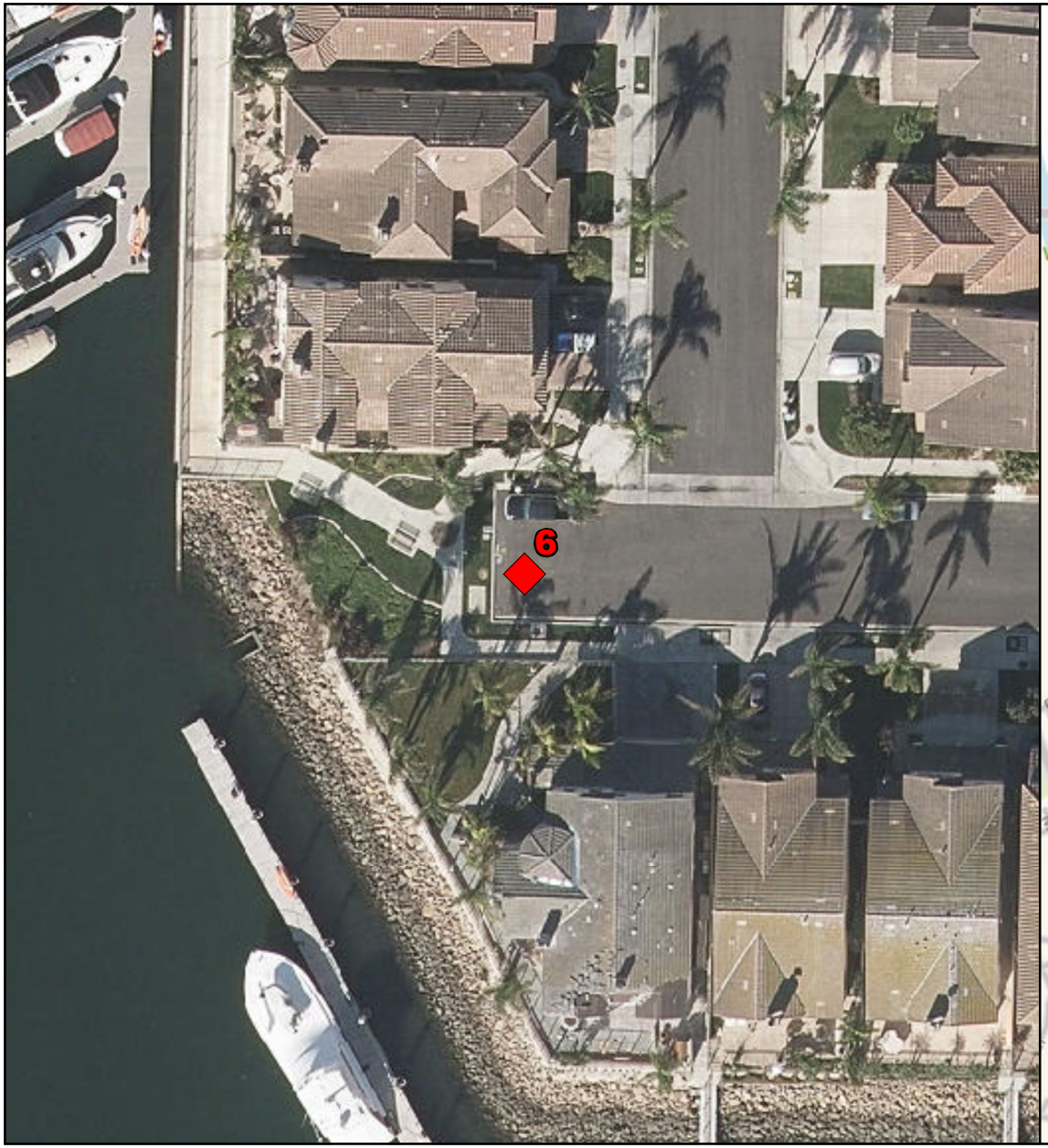
Legend

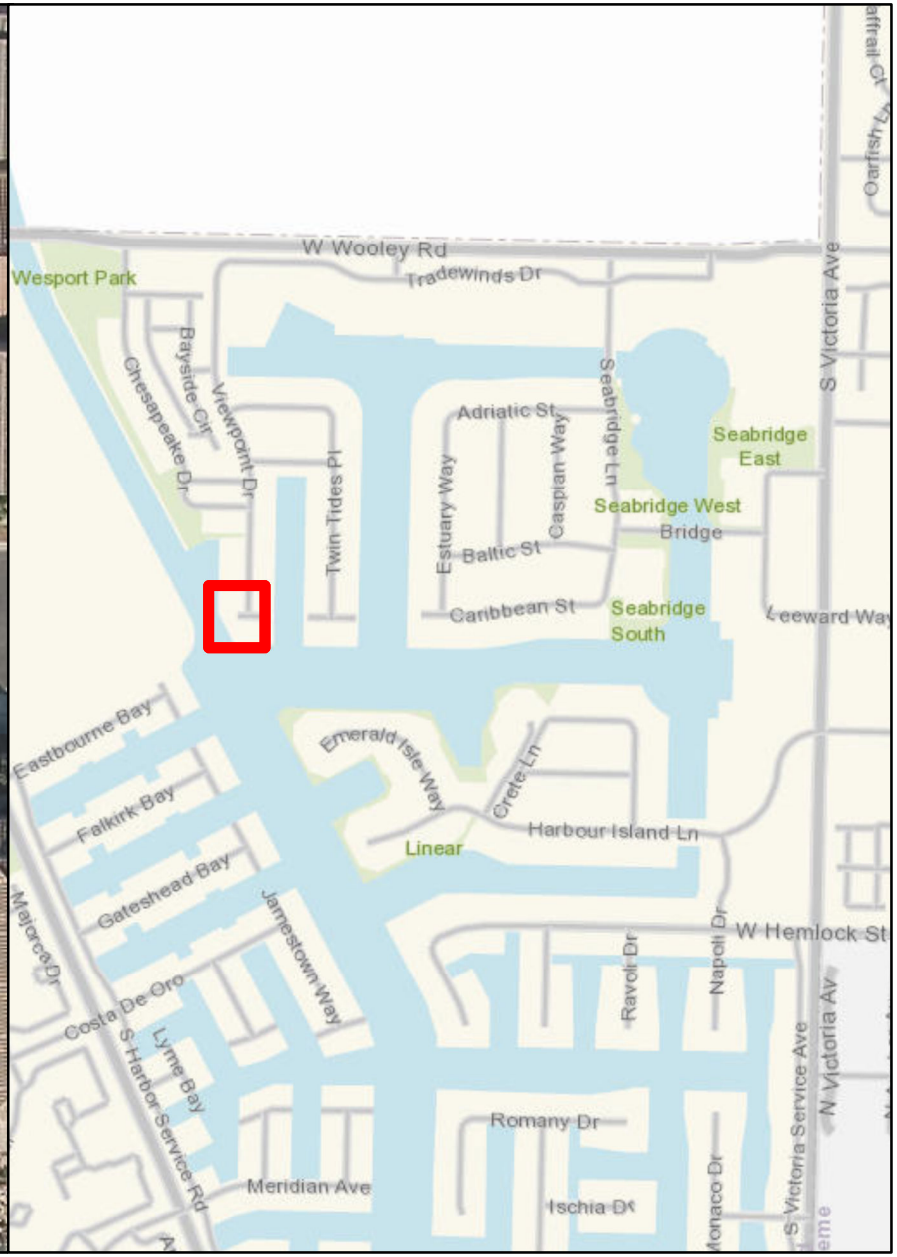
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 6





STORMFILTER TREATMENT UNIT

Number of Cartridges is 11

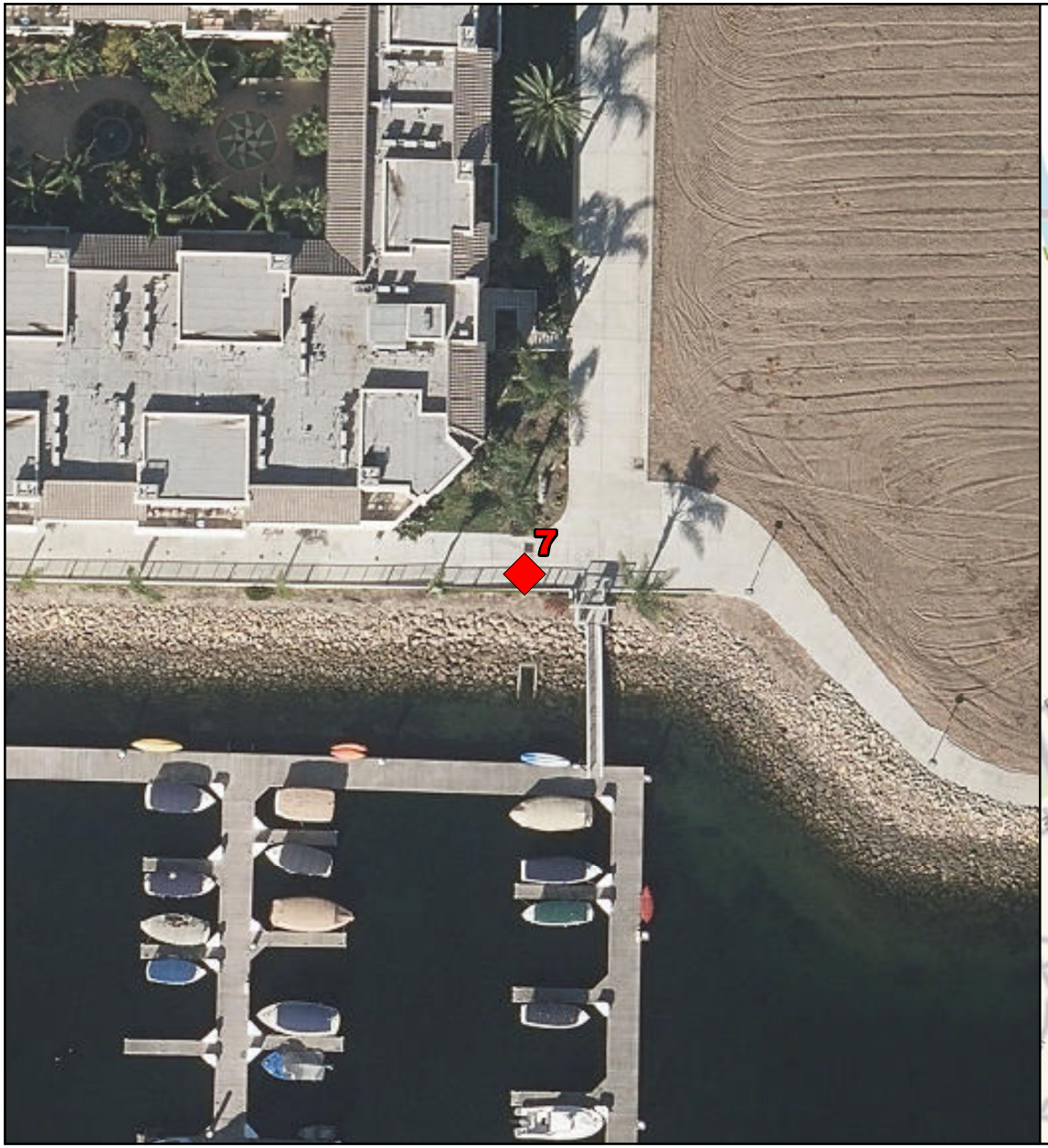
Legend

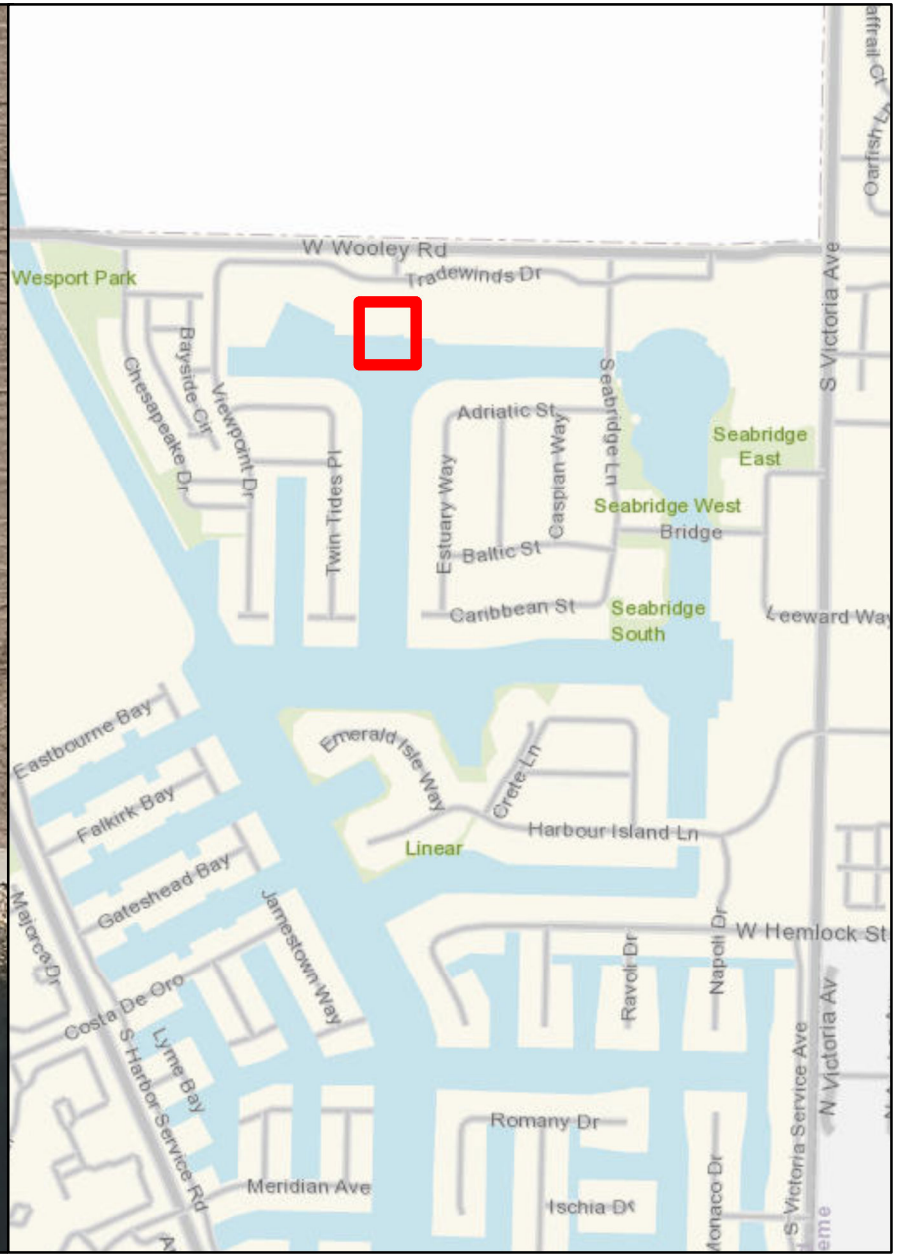
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 7





STORMFILTER TREATMENT UNIT

Number of Cartridges is 2

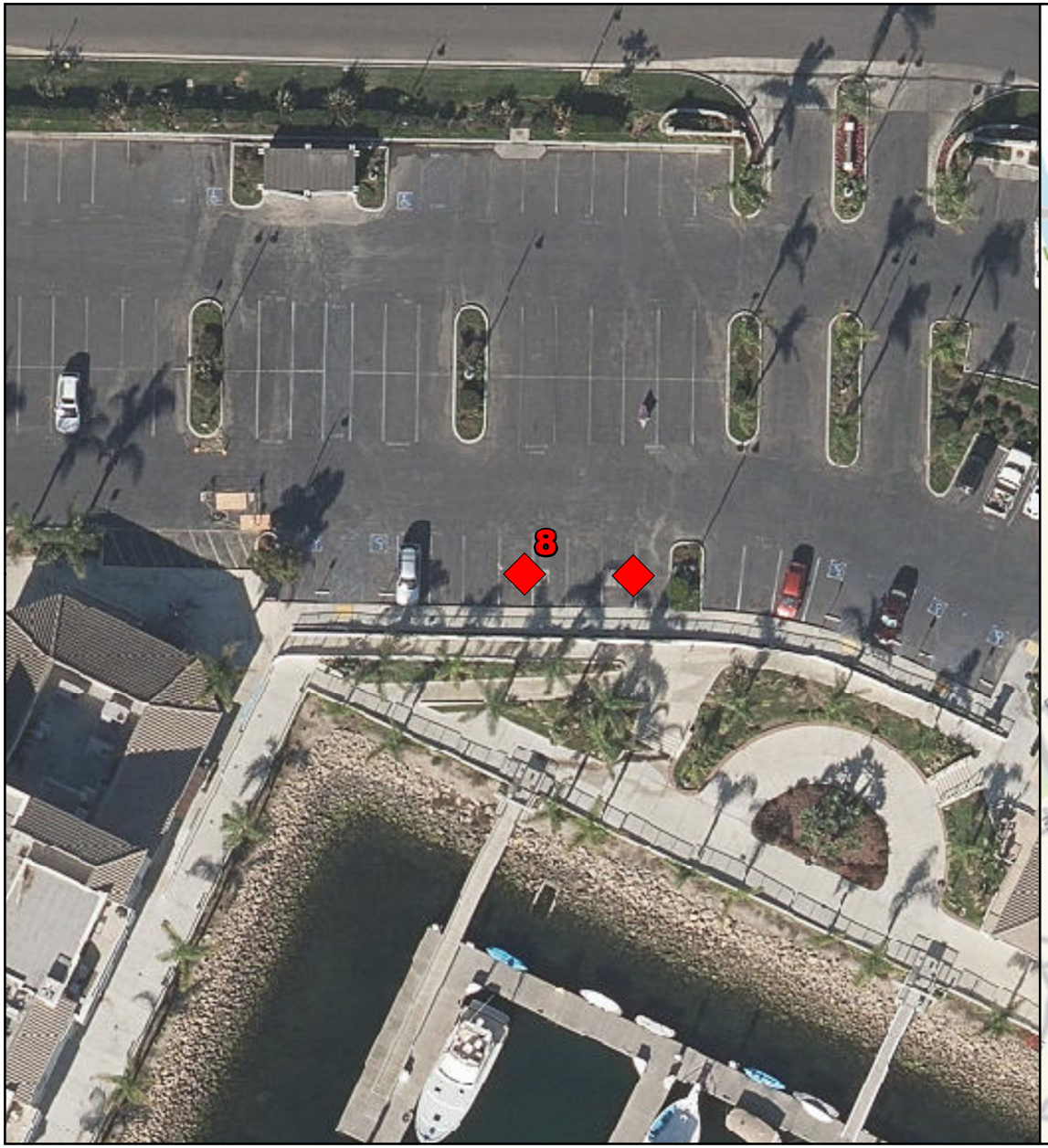
Legend

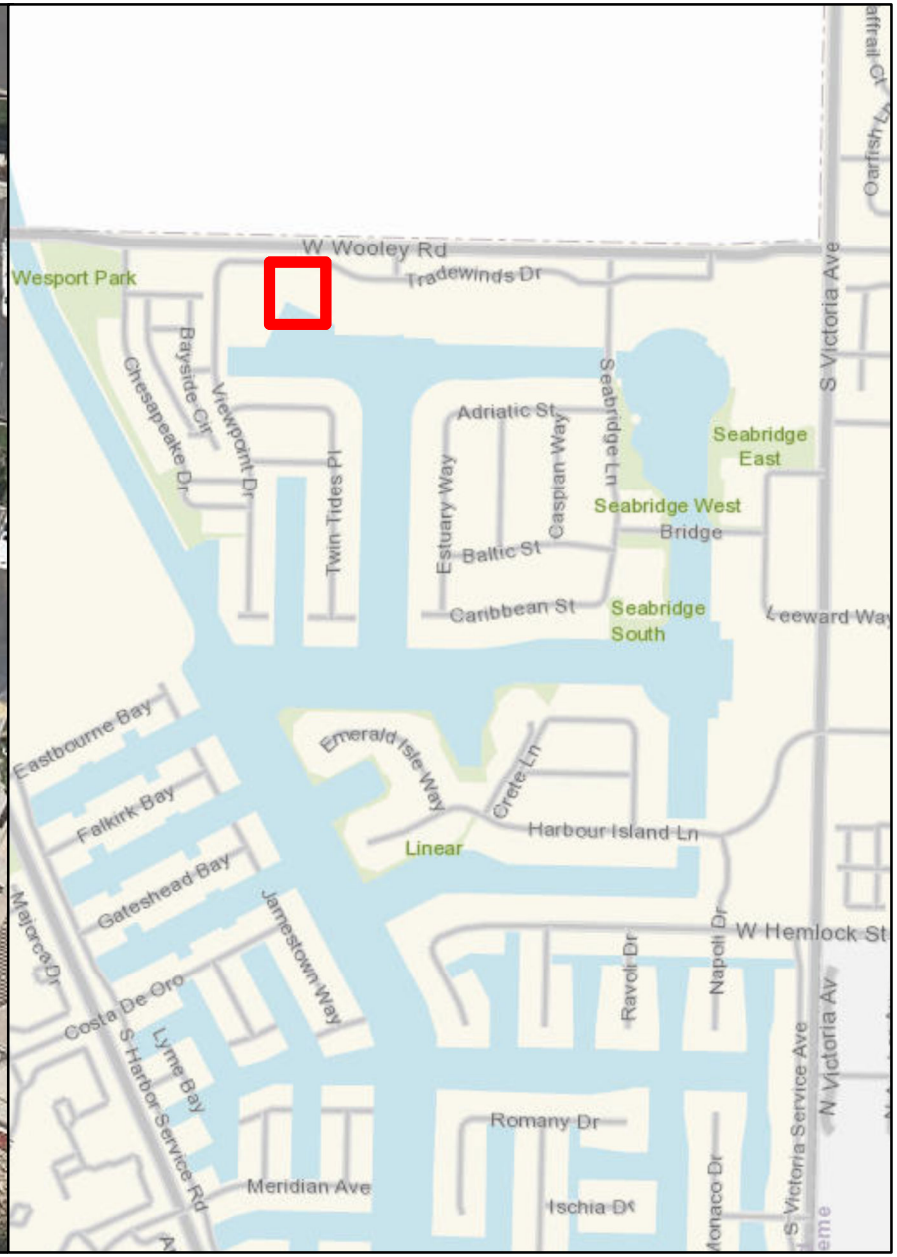
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 8





STORMFILTER TREATMENT UNIT

Number of Cartridges is 23

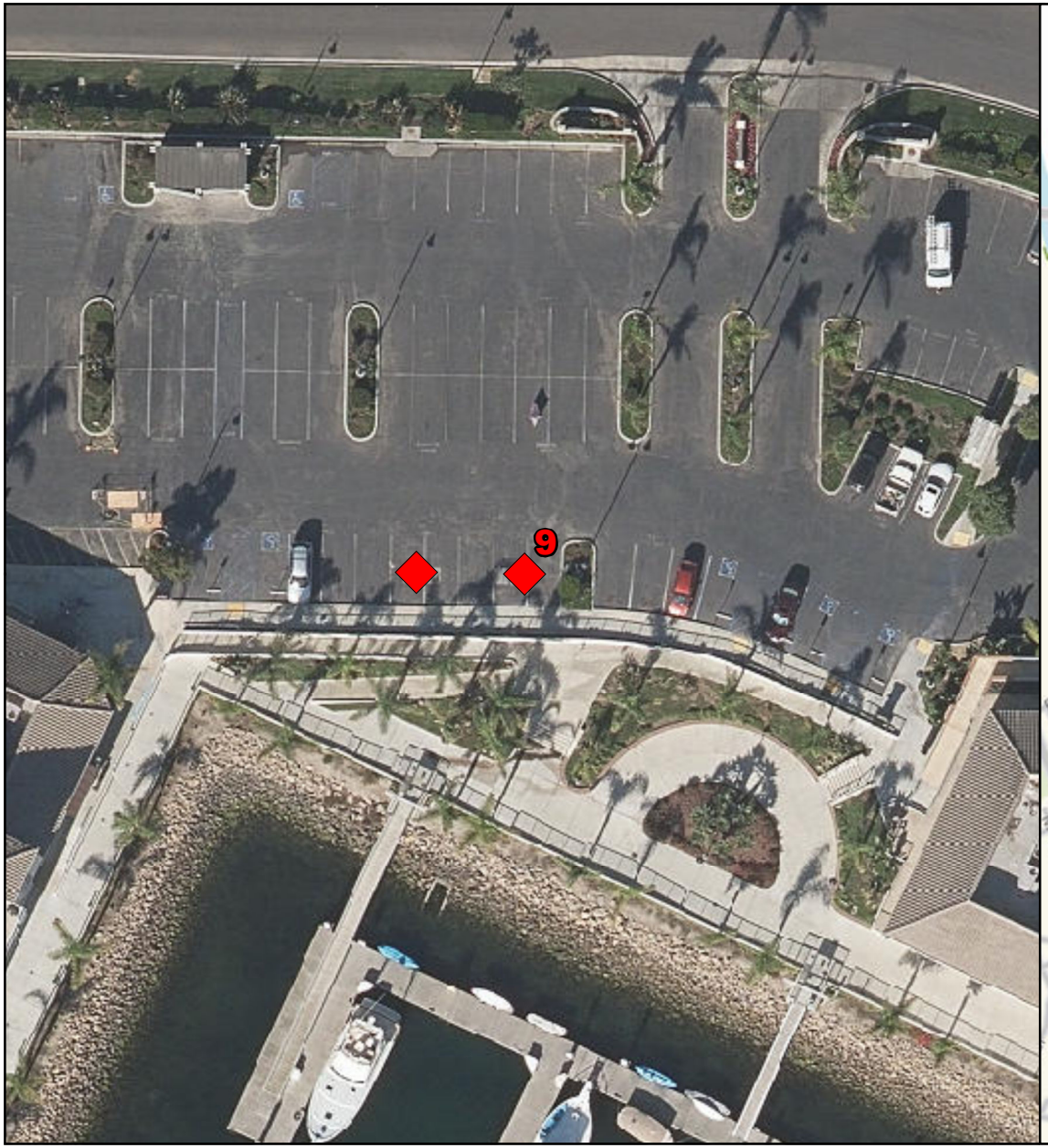
Legend

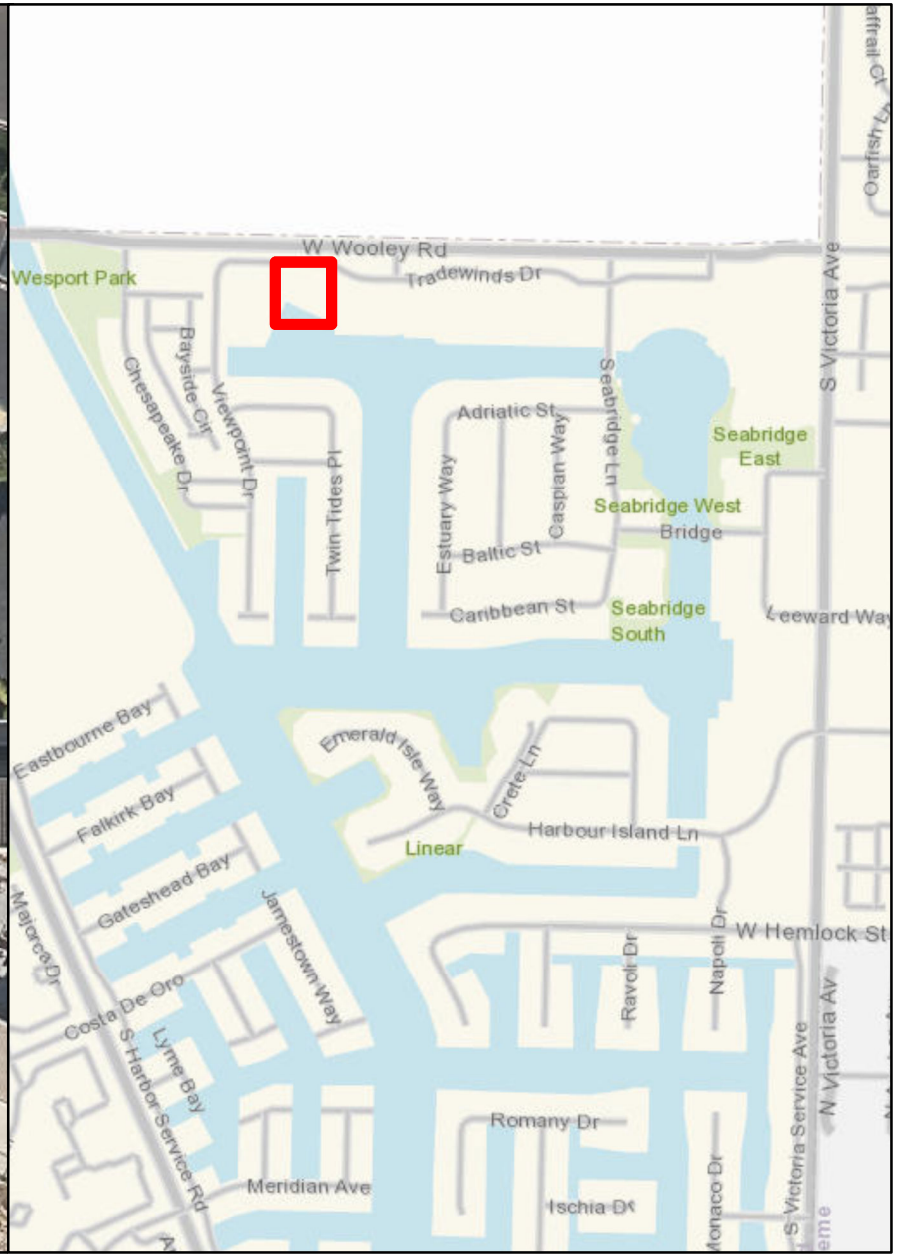
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 9





STORMFILTER TREATMENT UNIT

Number of Cartridges is 22

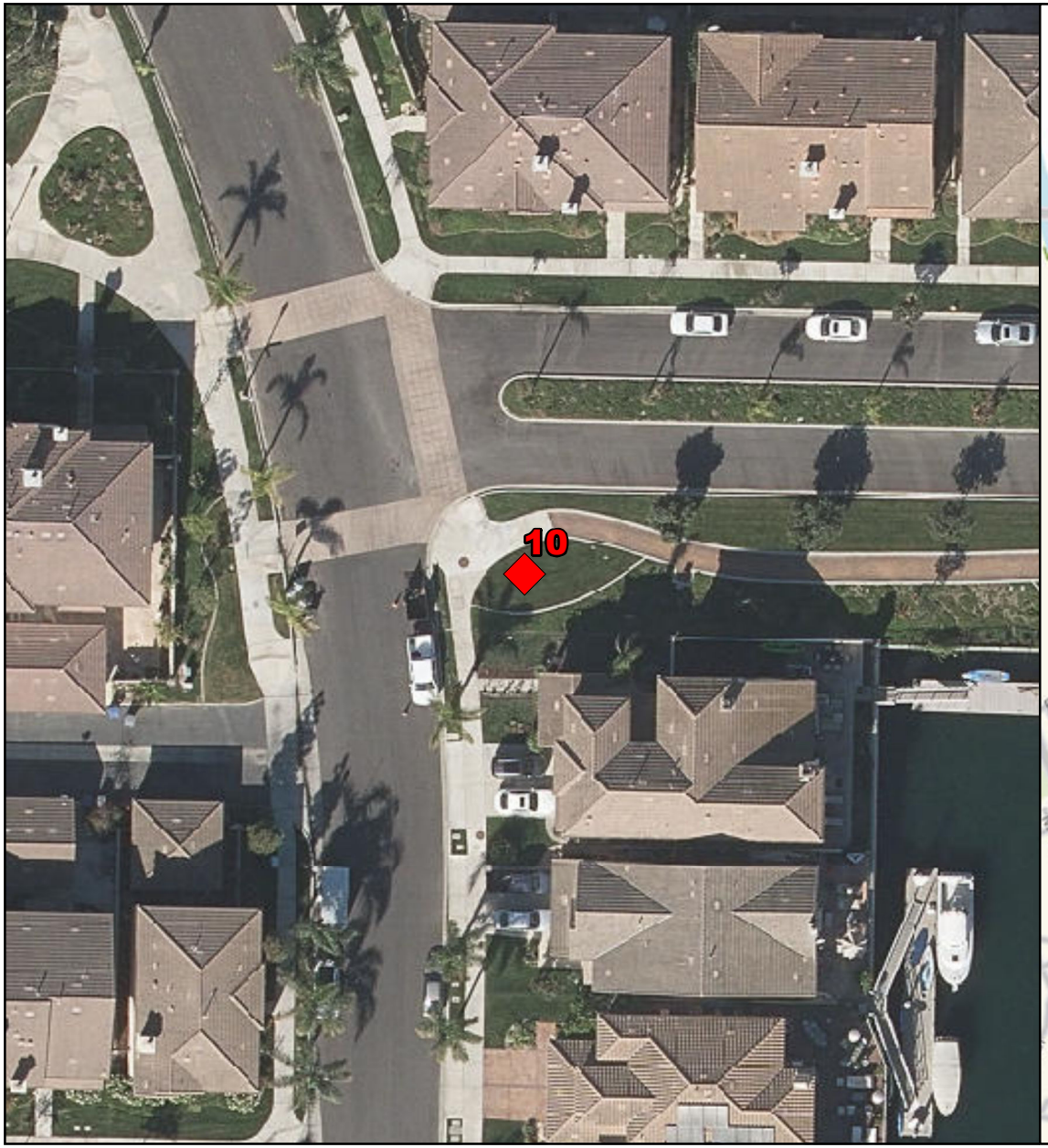
Legend

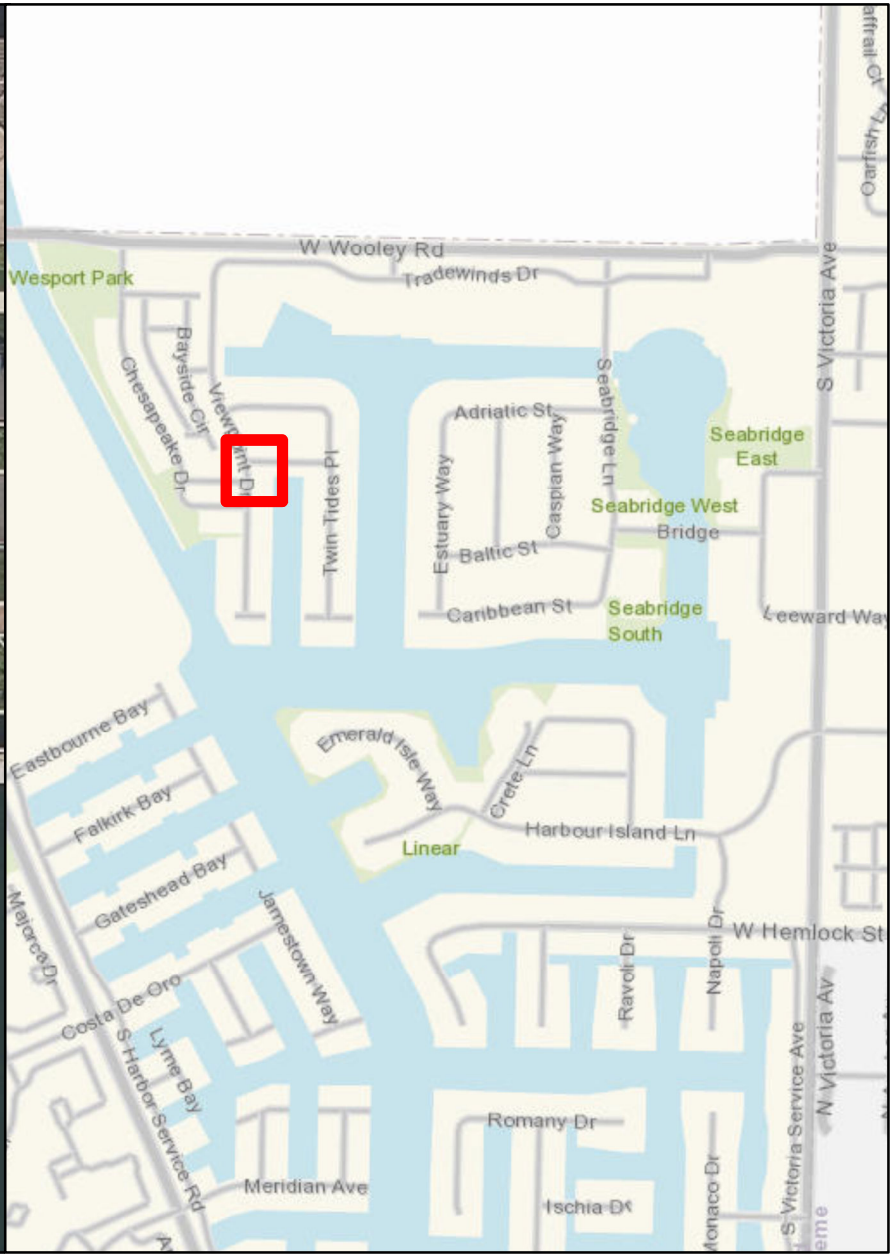
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 10





STORMFILTER TREATMENT UNIT

Number of Cartridges is 32

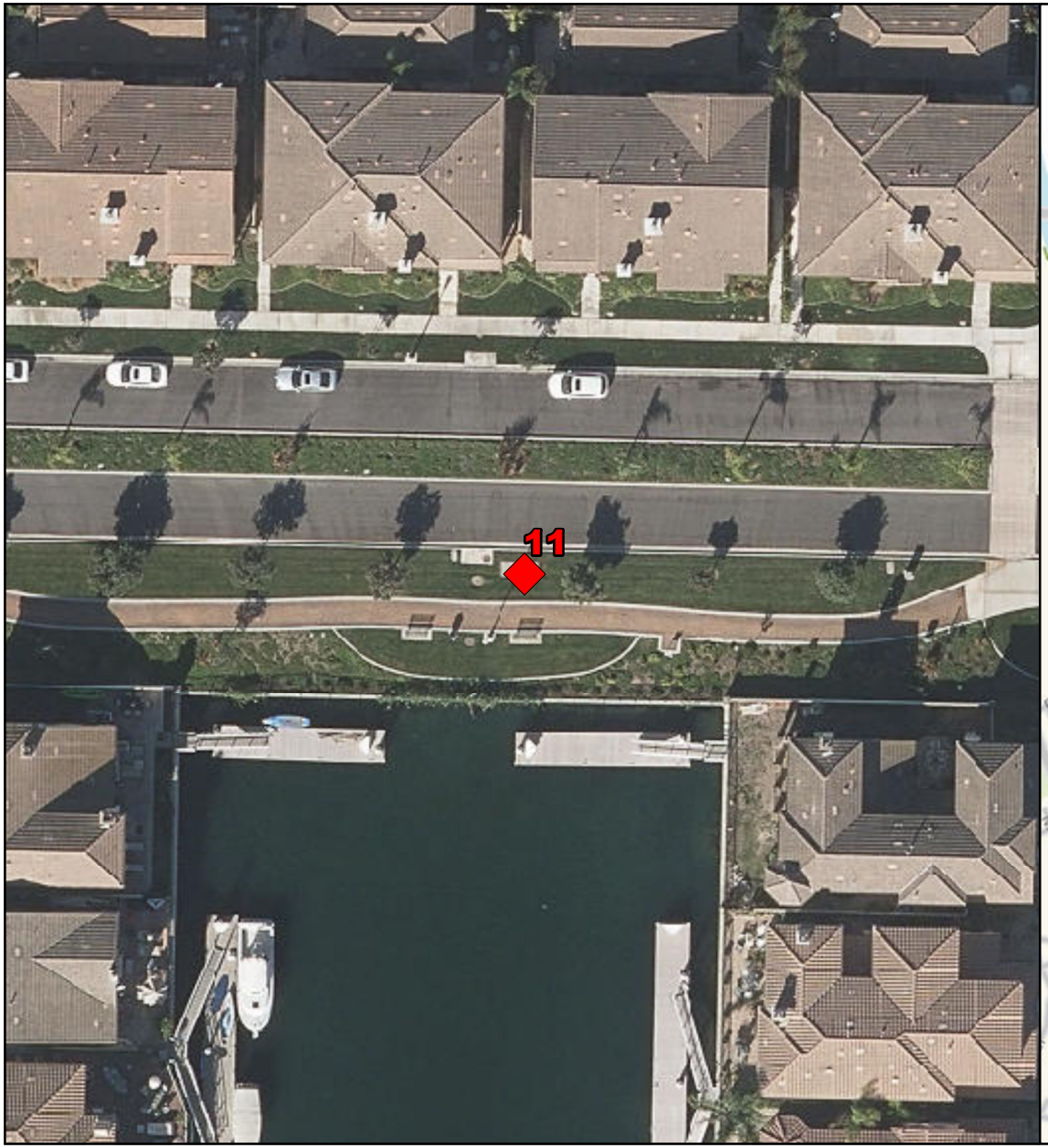
Legend

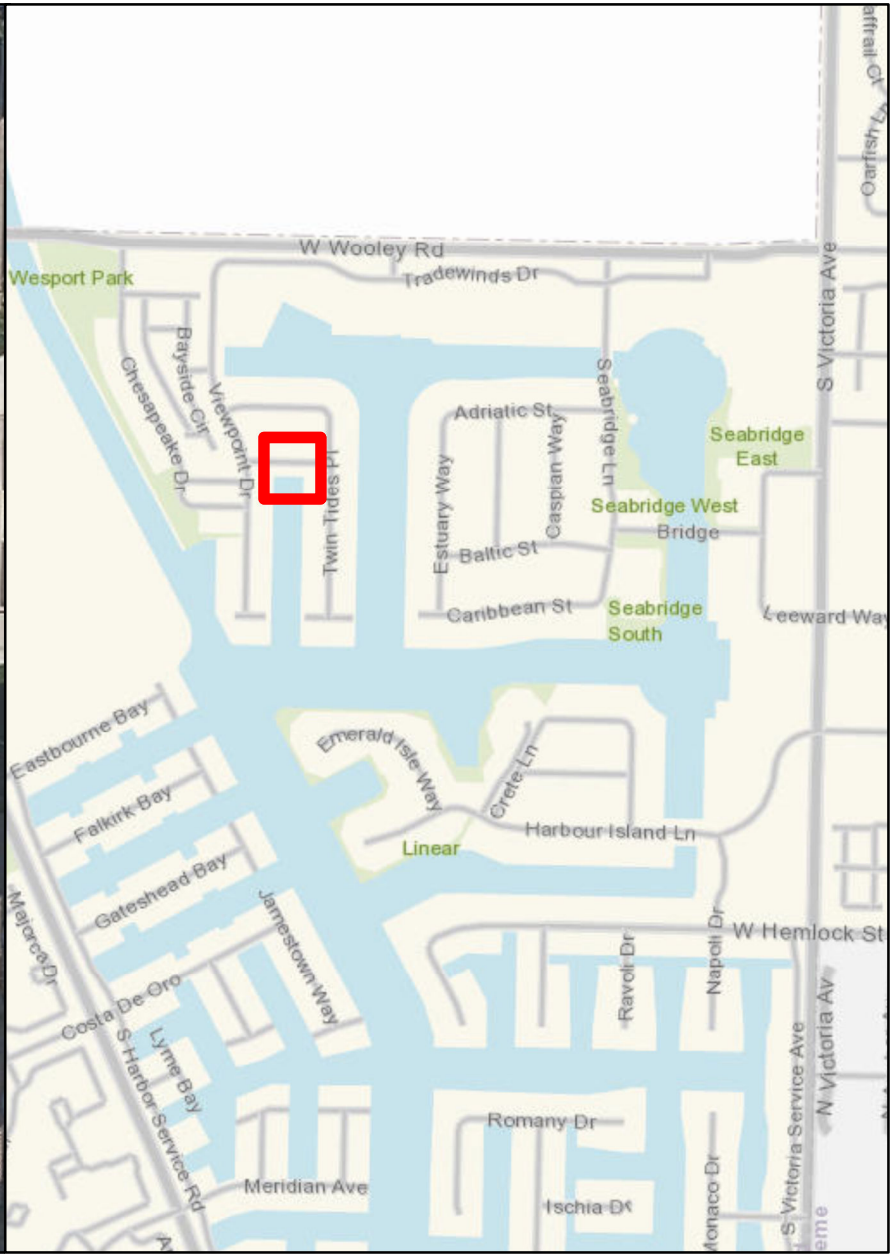
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 210

Filtration Unit No. 11





STORMFILTER TREATMENT UNIT

Number of Cartridges is 30

Legend

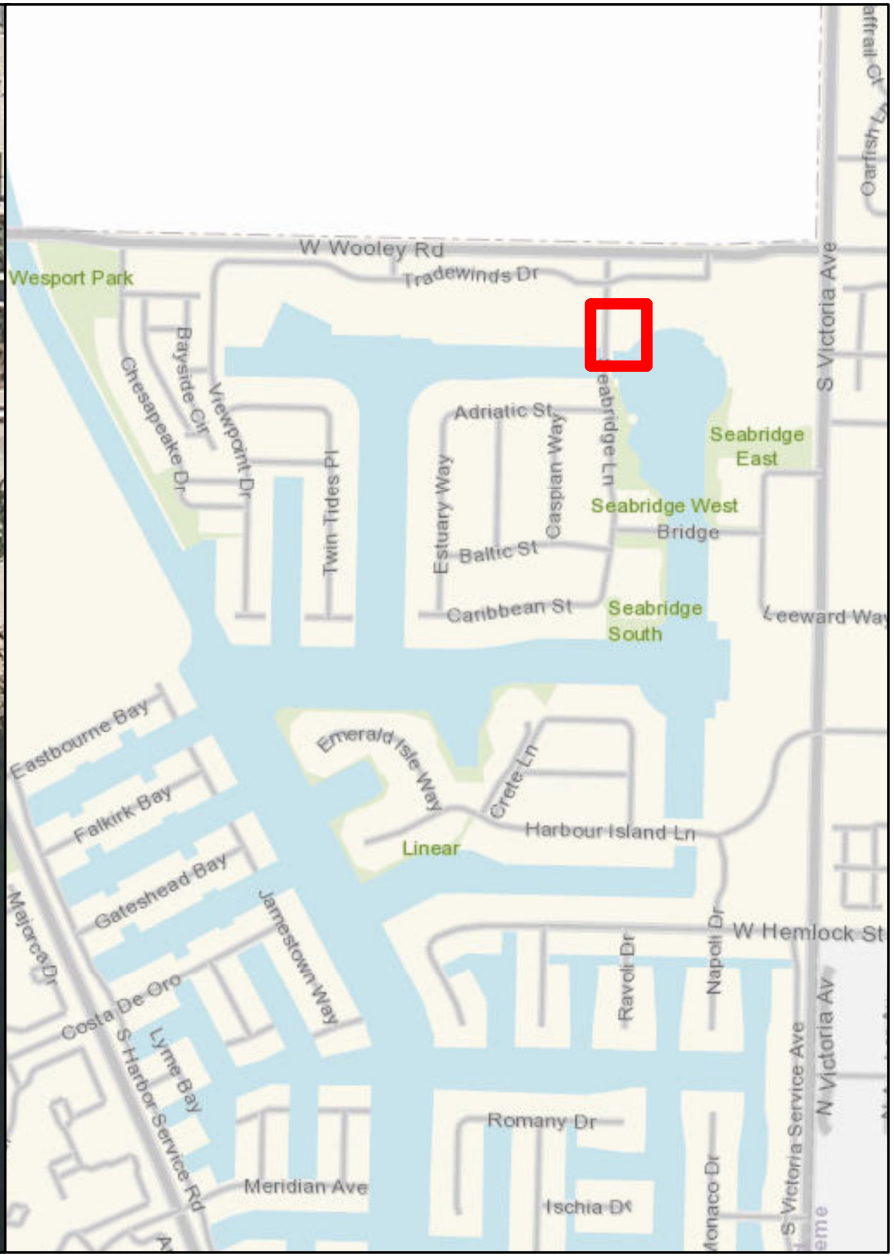
Filtration Unit

0 15 30 60 90 120 Feet

N
W E
S

Filtration Unit No. 12





STORMWATER MANAGEMENT FILTER UNIT

Number of Cartridges is 83

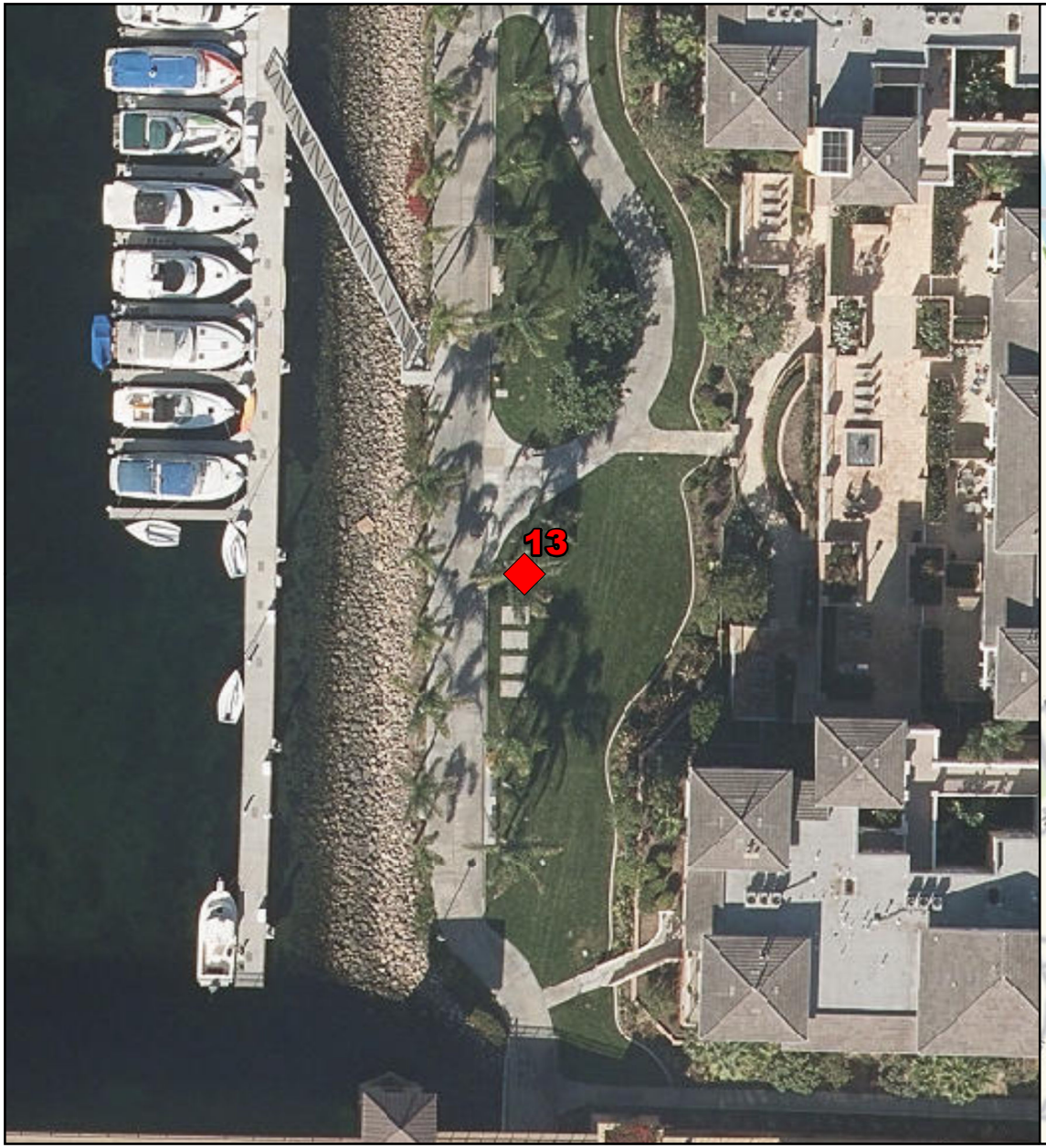
Legend

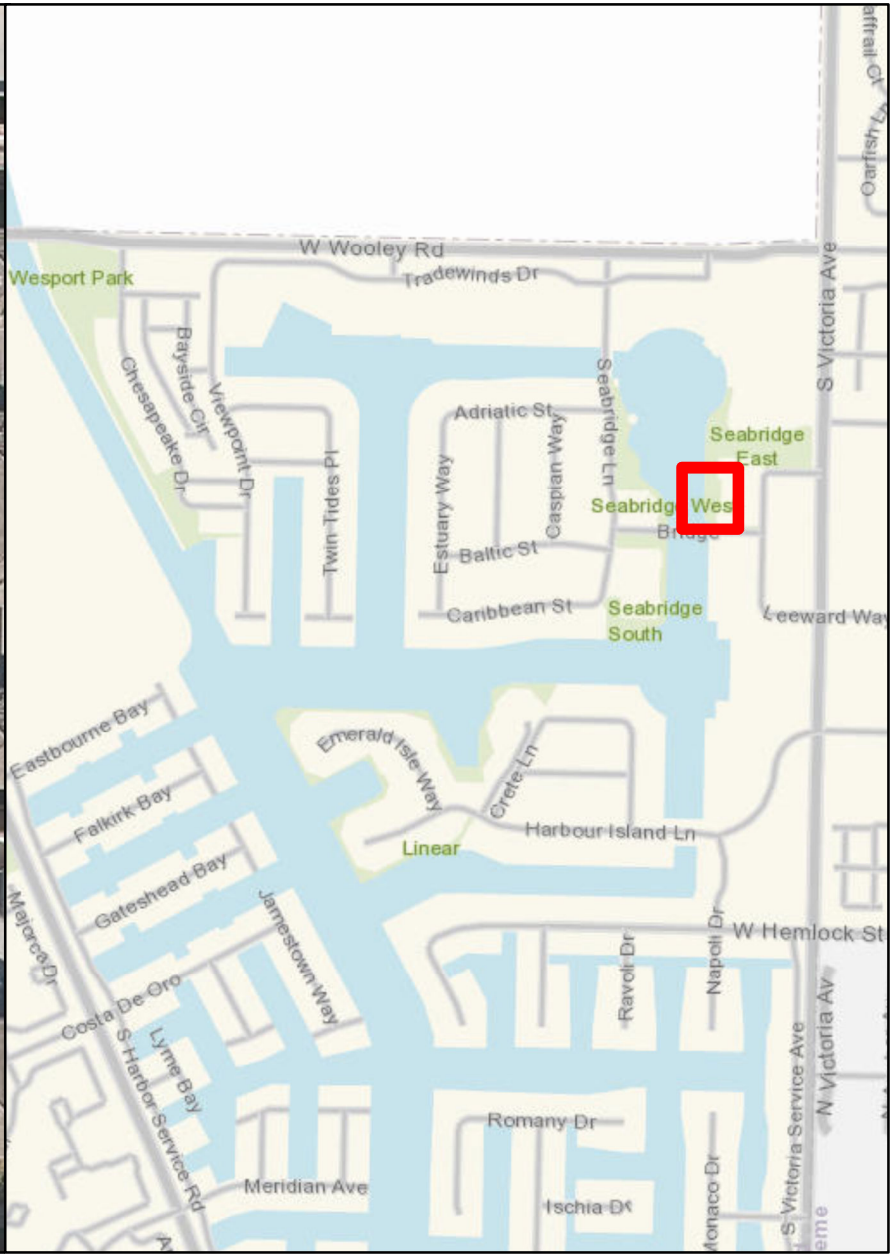
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 13





STORMWATER MANAGEMENT FILTER UNIT

Number of Cartridges is 101

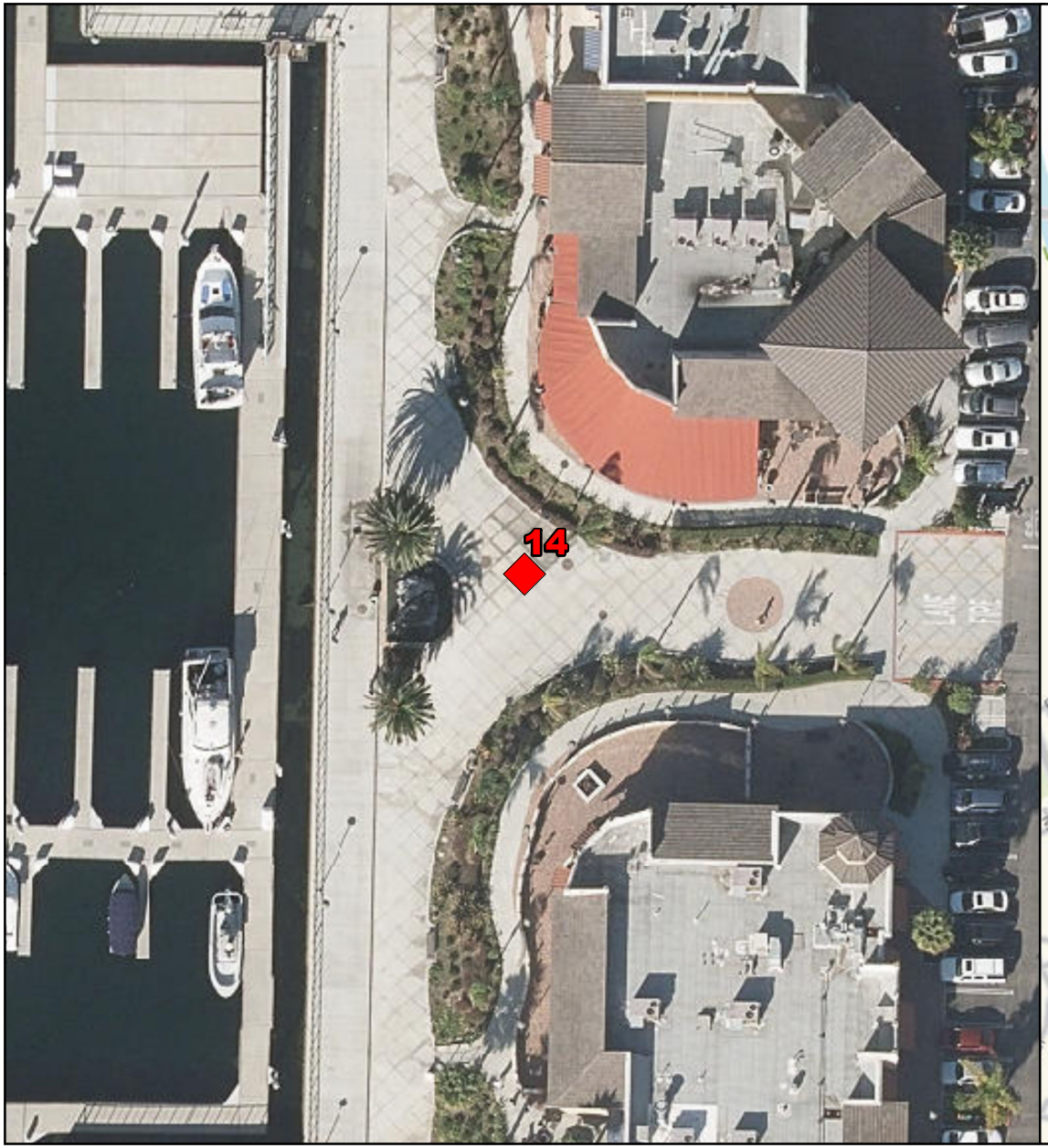
Legend

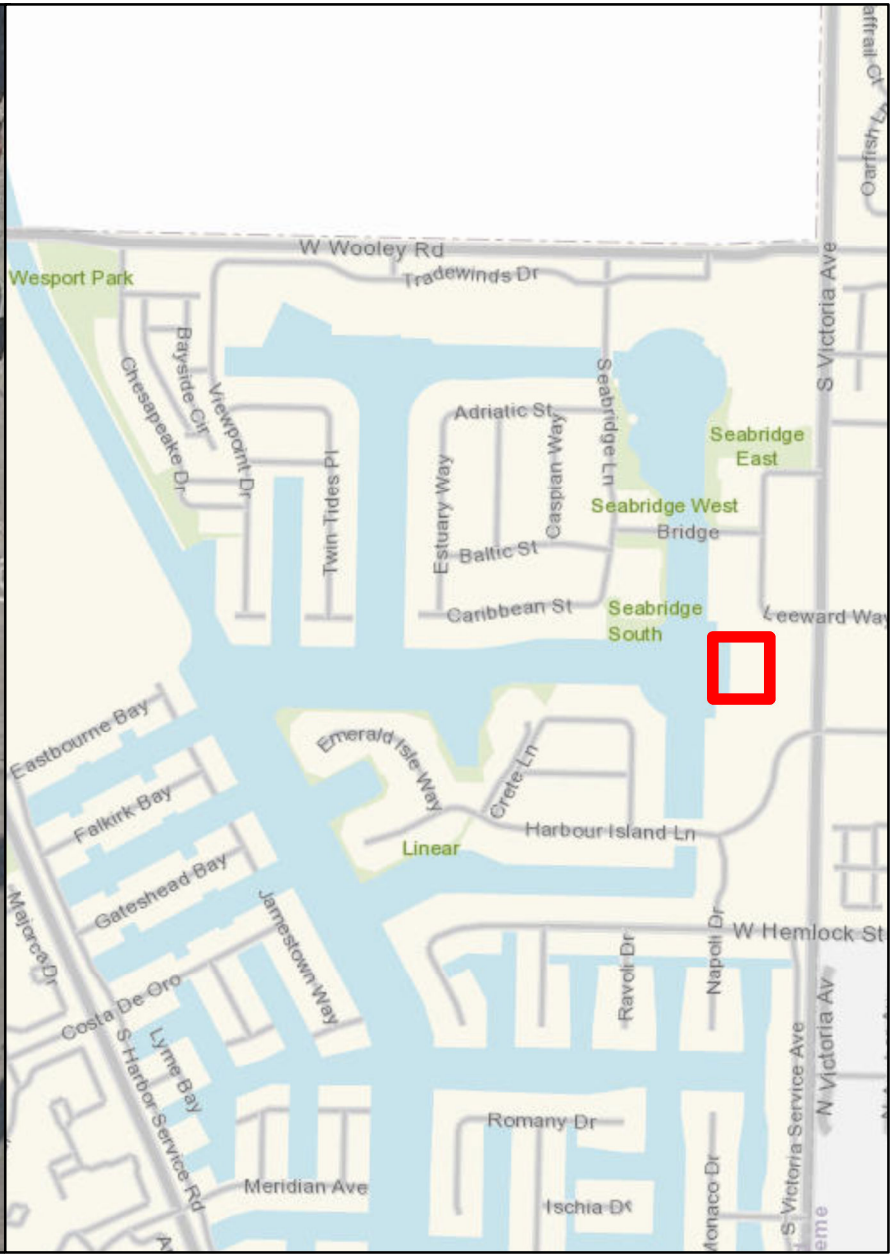
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 14





STORMWATER MANAGEMENT FILTER UNIT

Number of Cartridges is 51

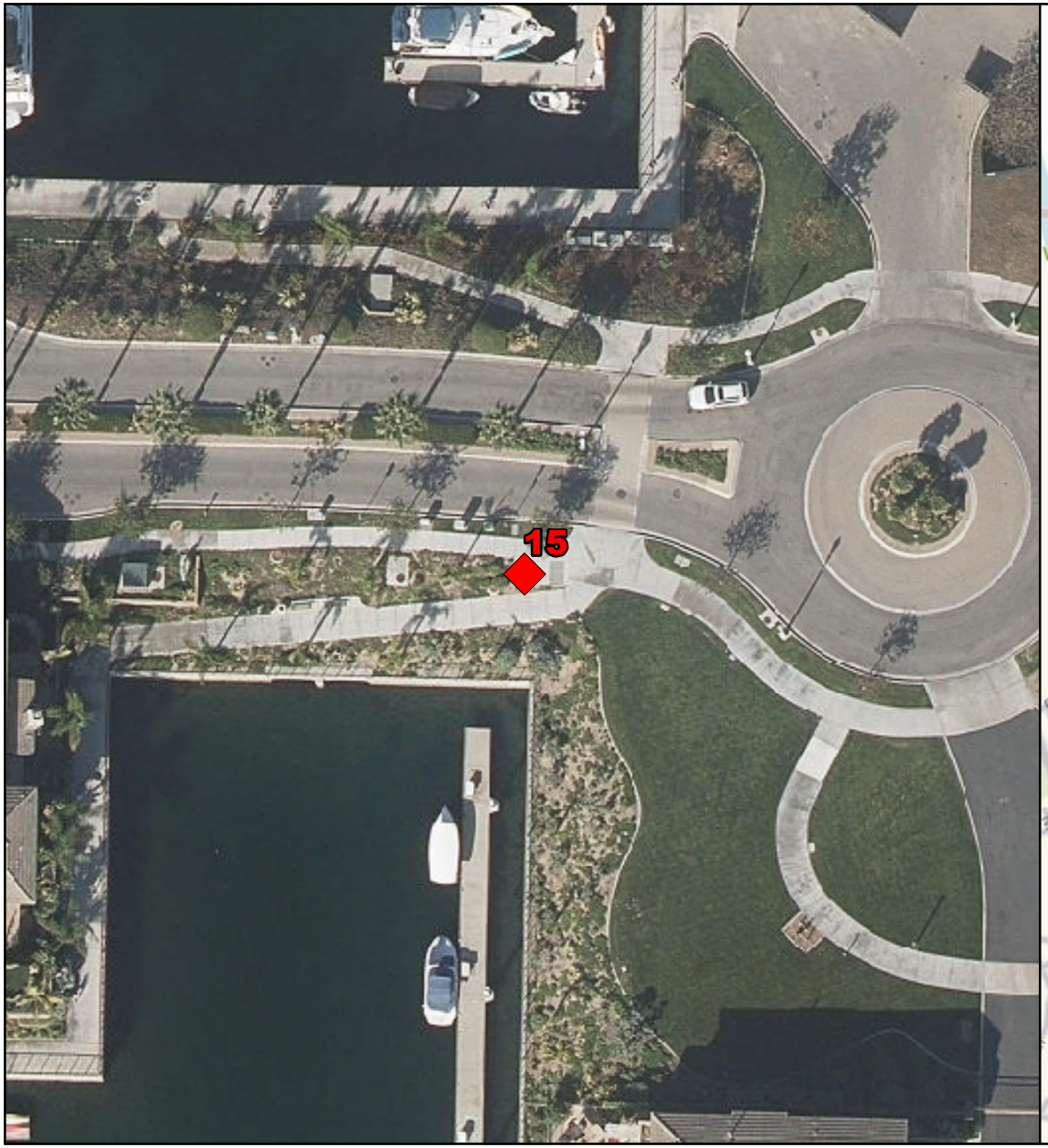
Legend

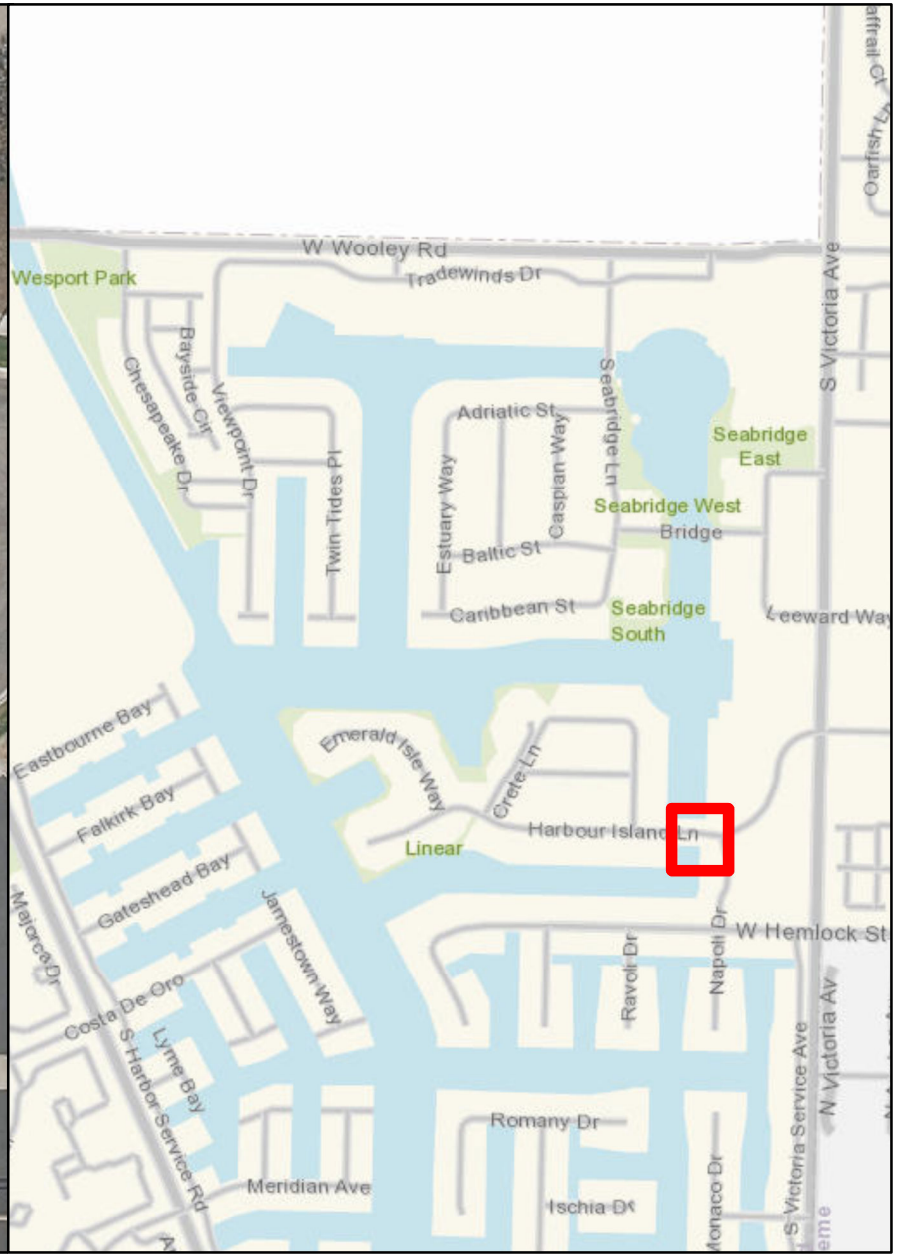
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 15





STORMGATE FILTRATION UNIT

Number of Cartridges is 56

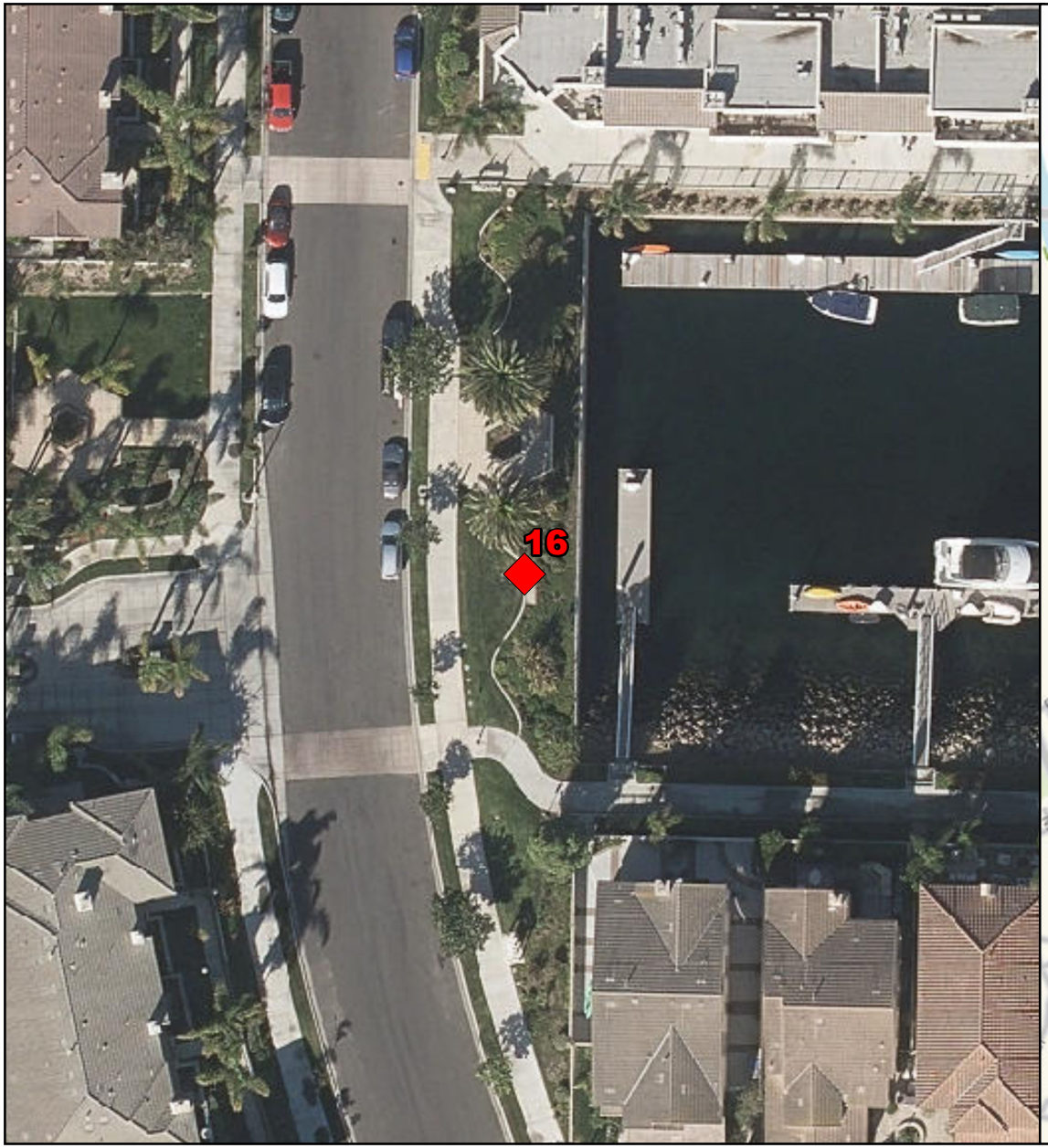
Legend

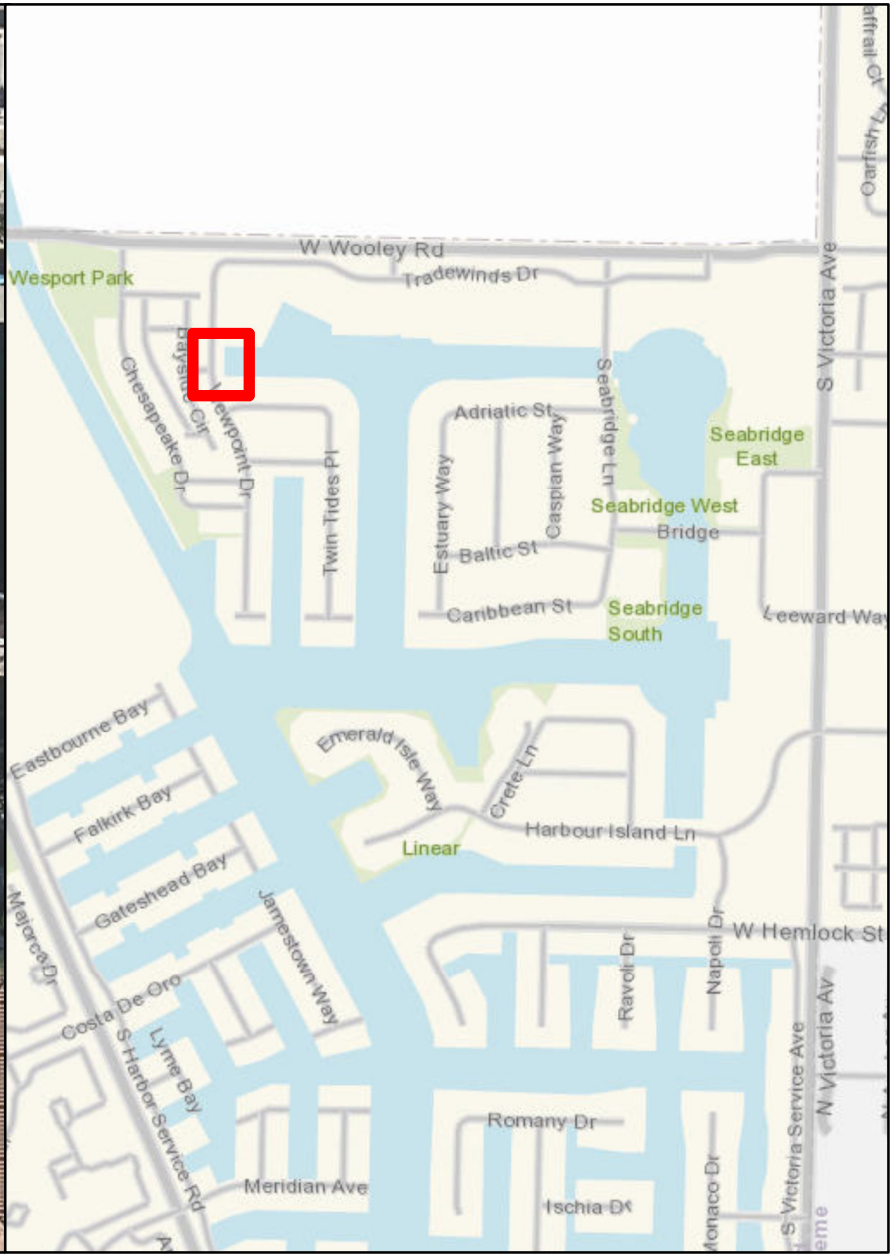
Filtration Unit

0 15 30 60 90 120 Feet

N
W E
S

Filtration Unit No. 16





STORMFILTER TREATMENT UNIT

Number of Cartridges is 3

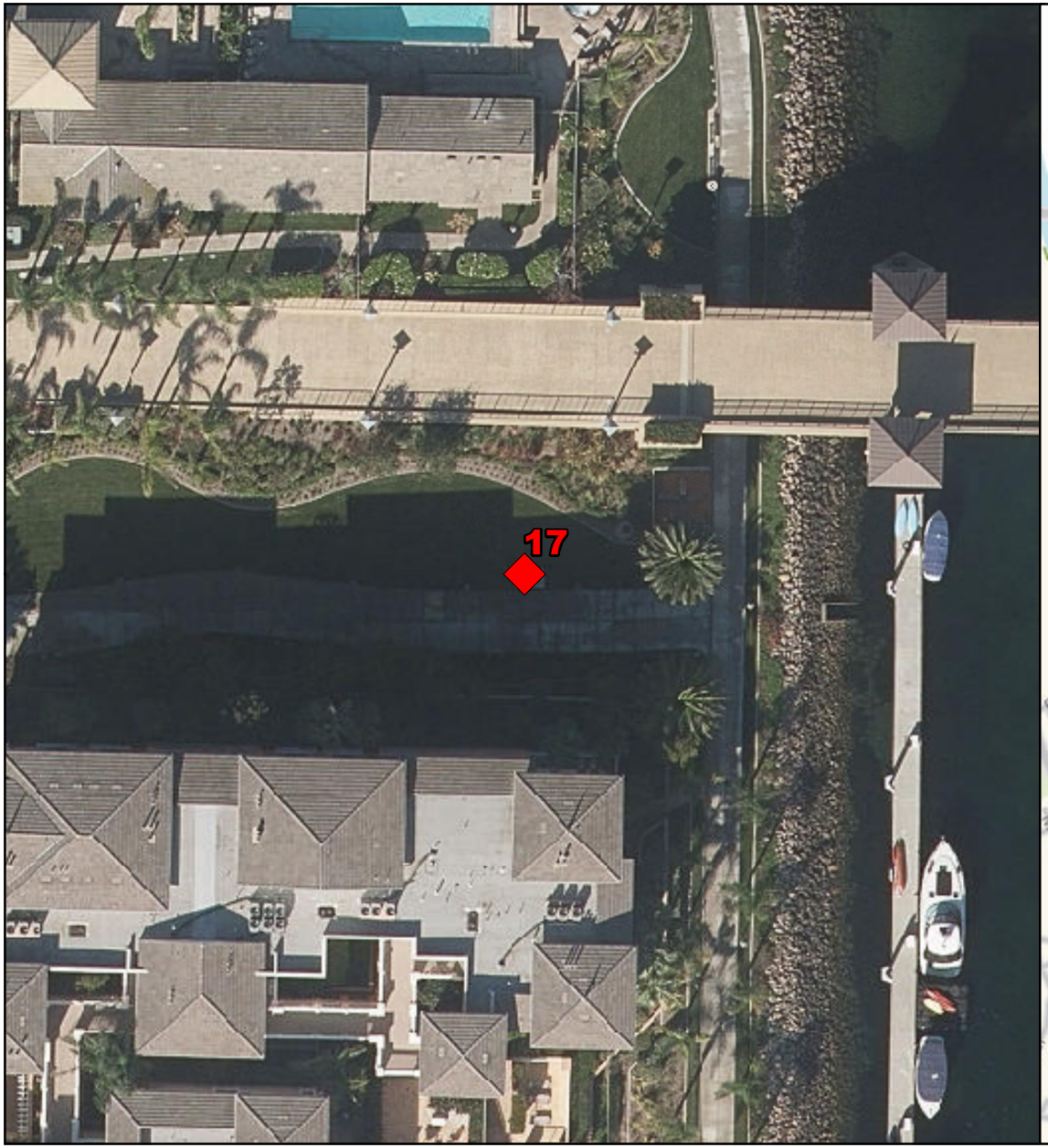
Legend

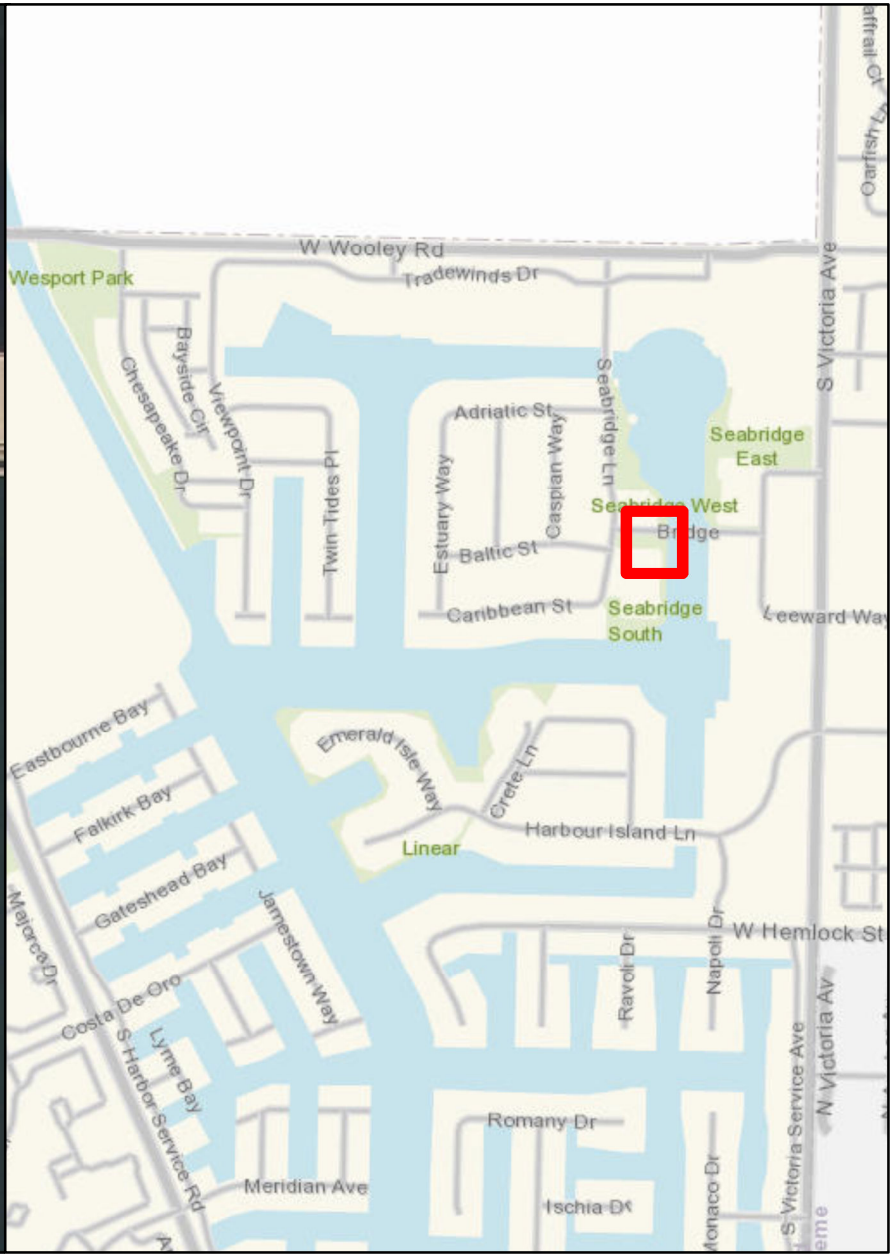
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 17





STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 15

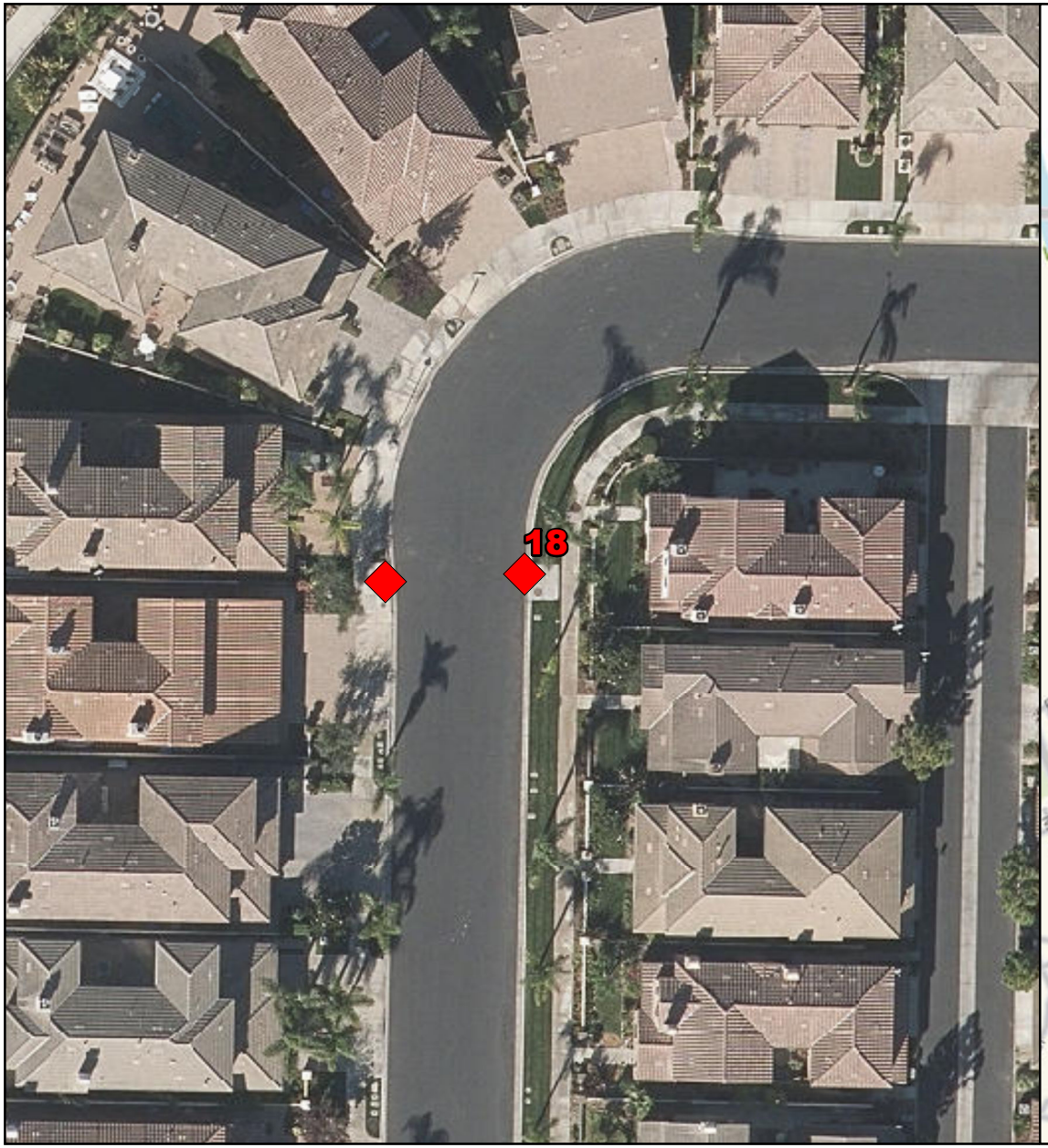
Legend

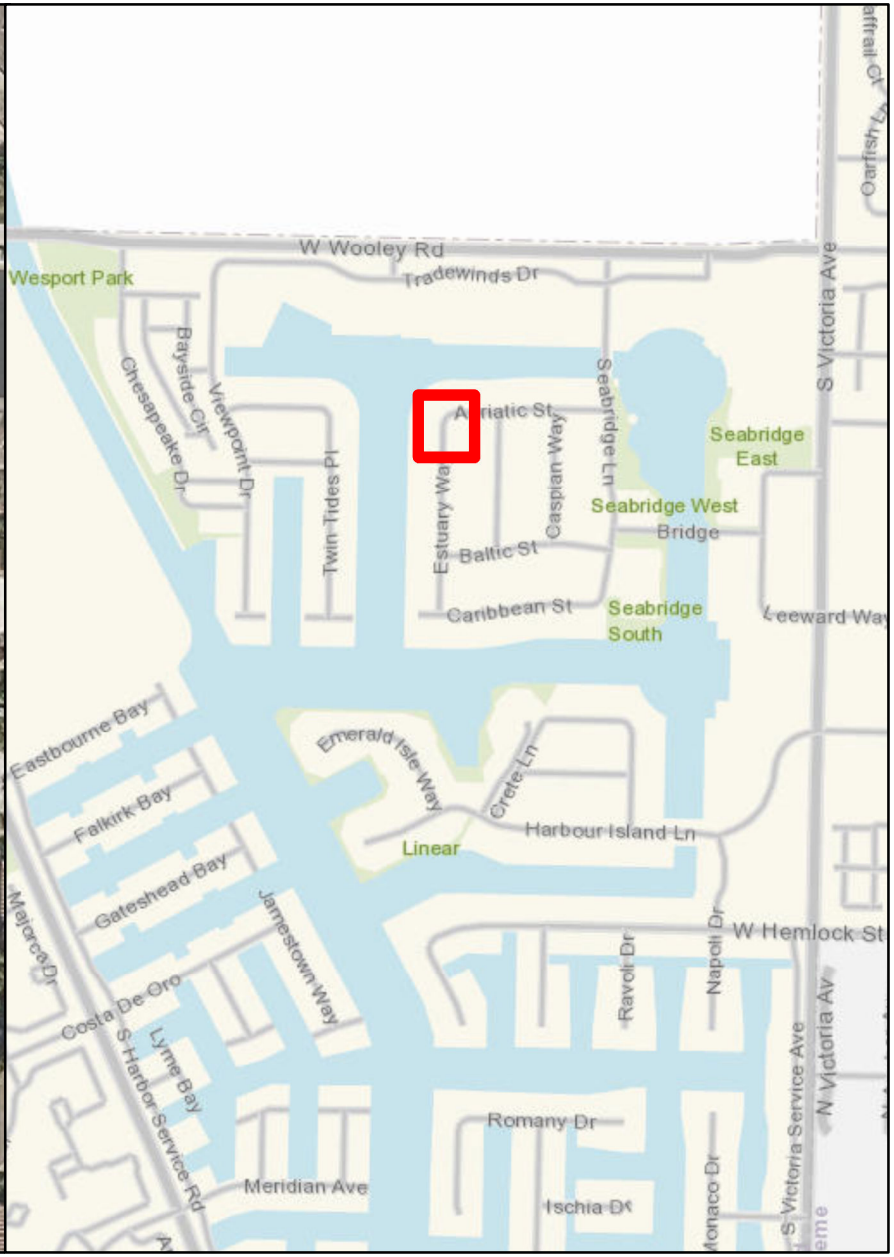
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 18





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

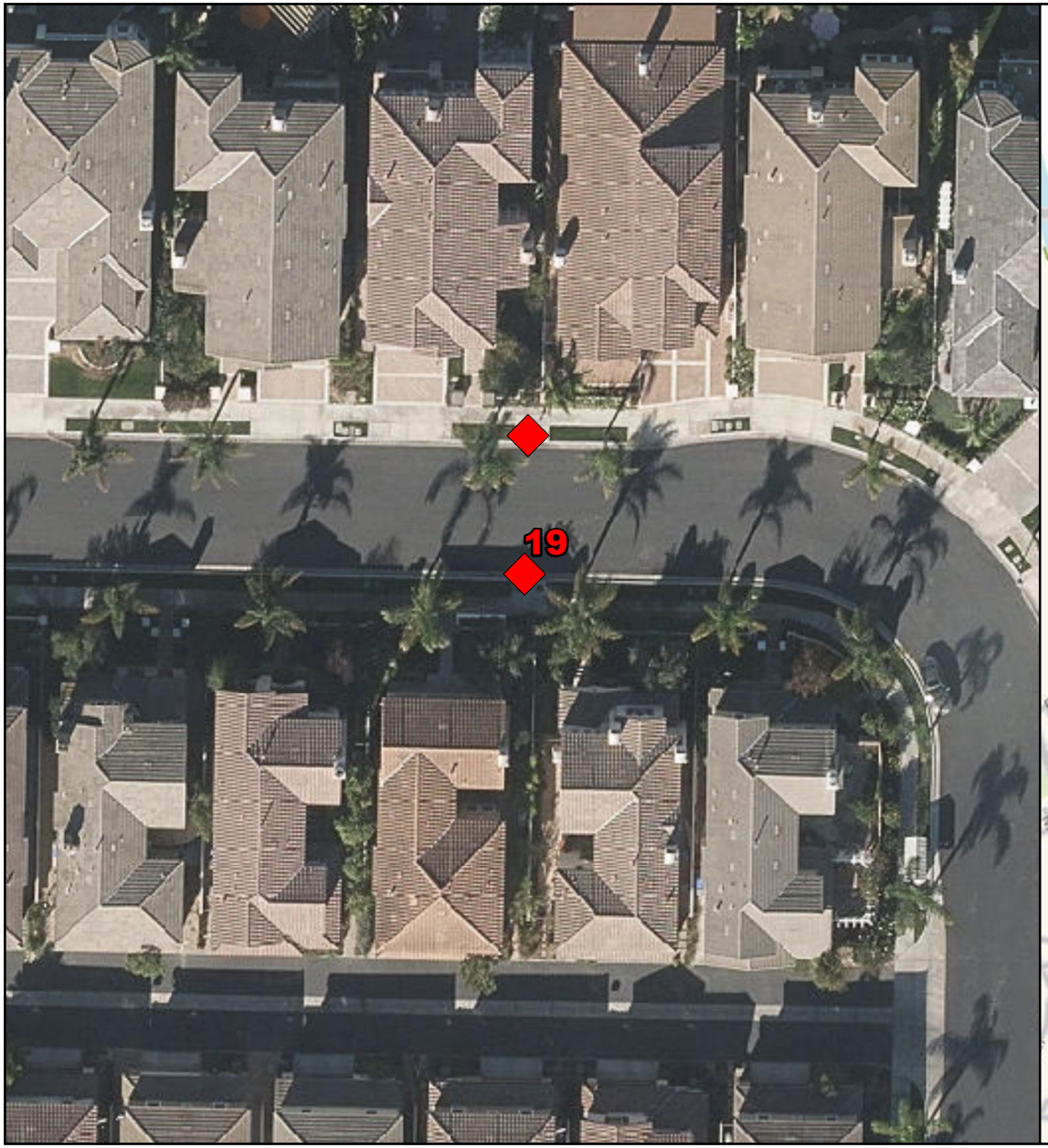
Legend

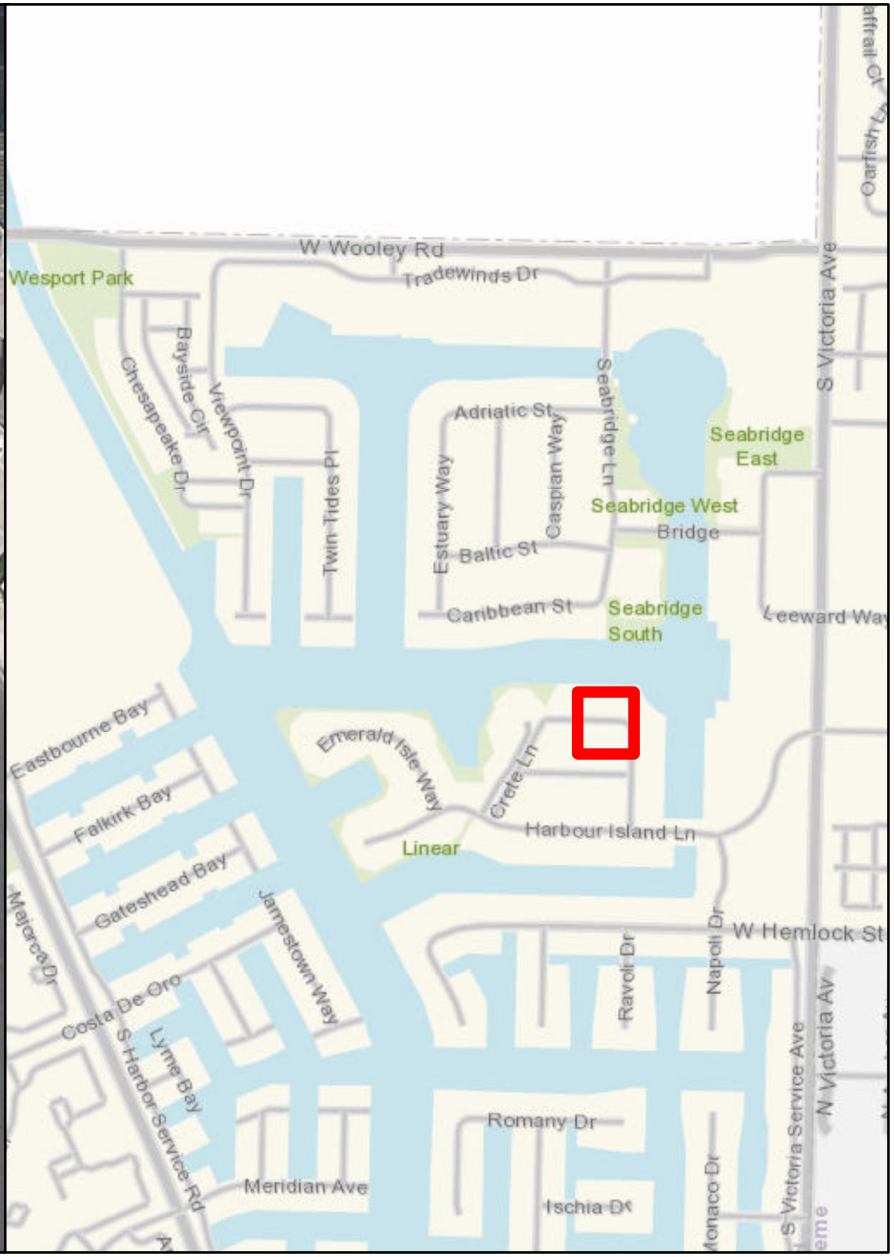
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 19





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

Legend

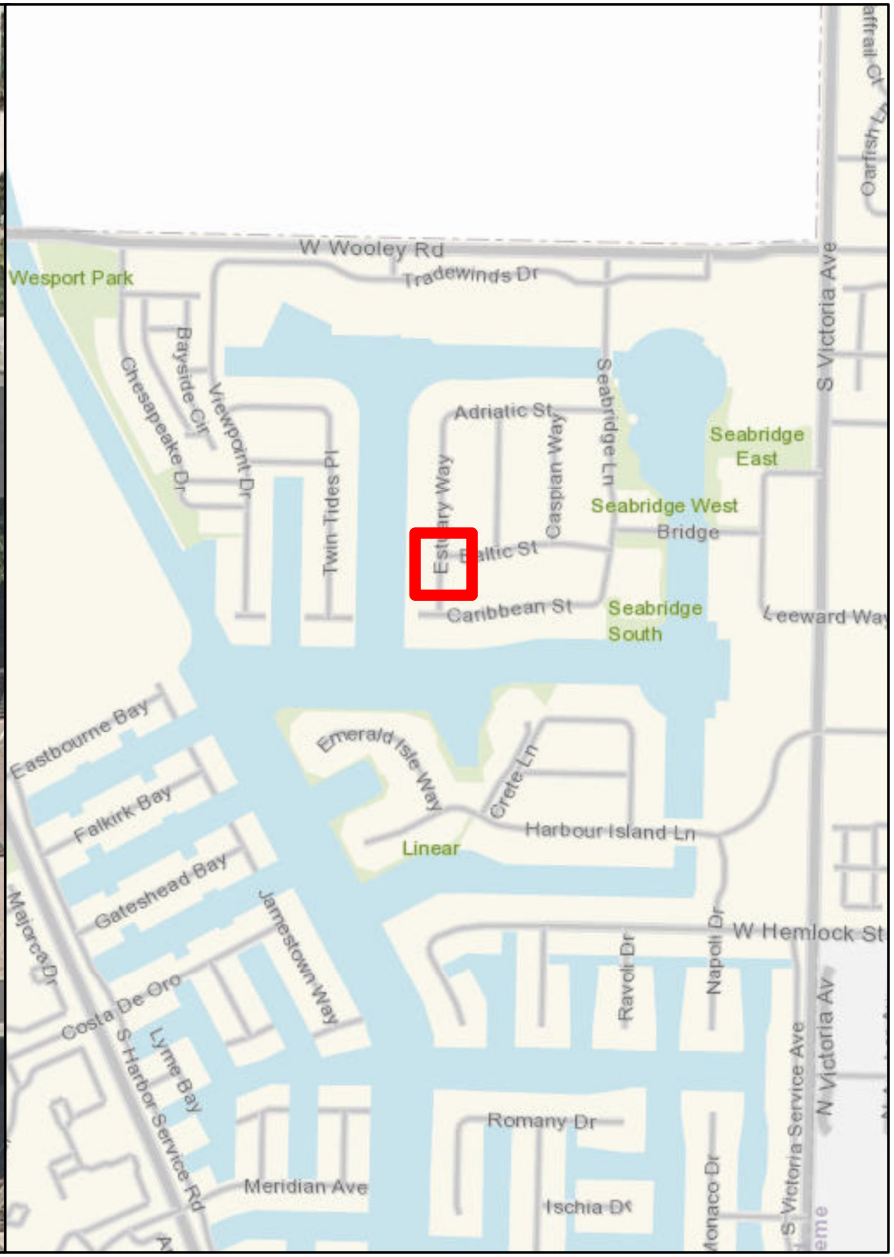
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 20





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 8

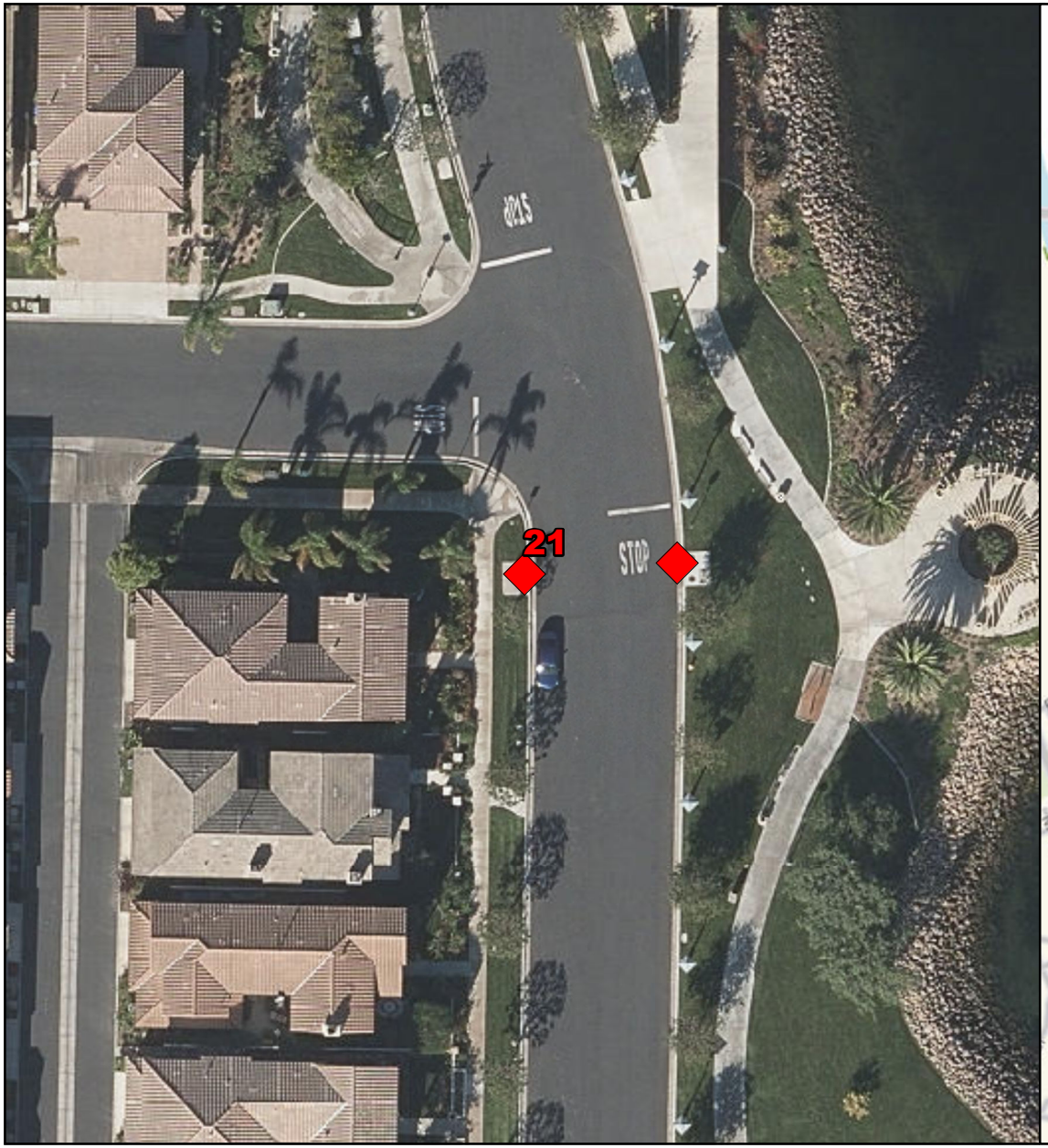
Legend

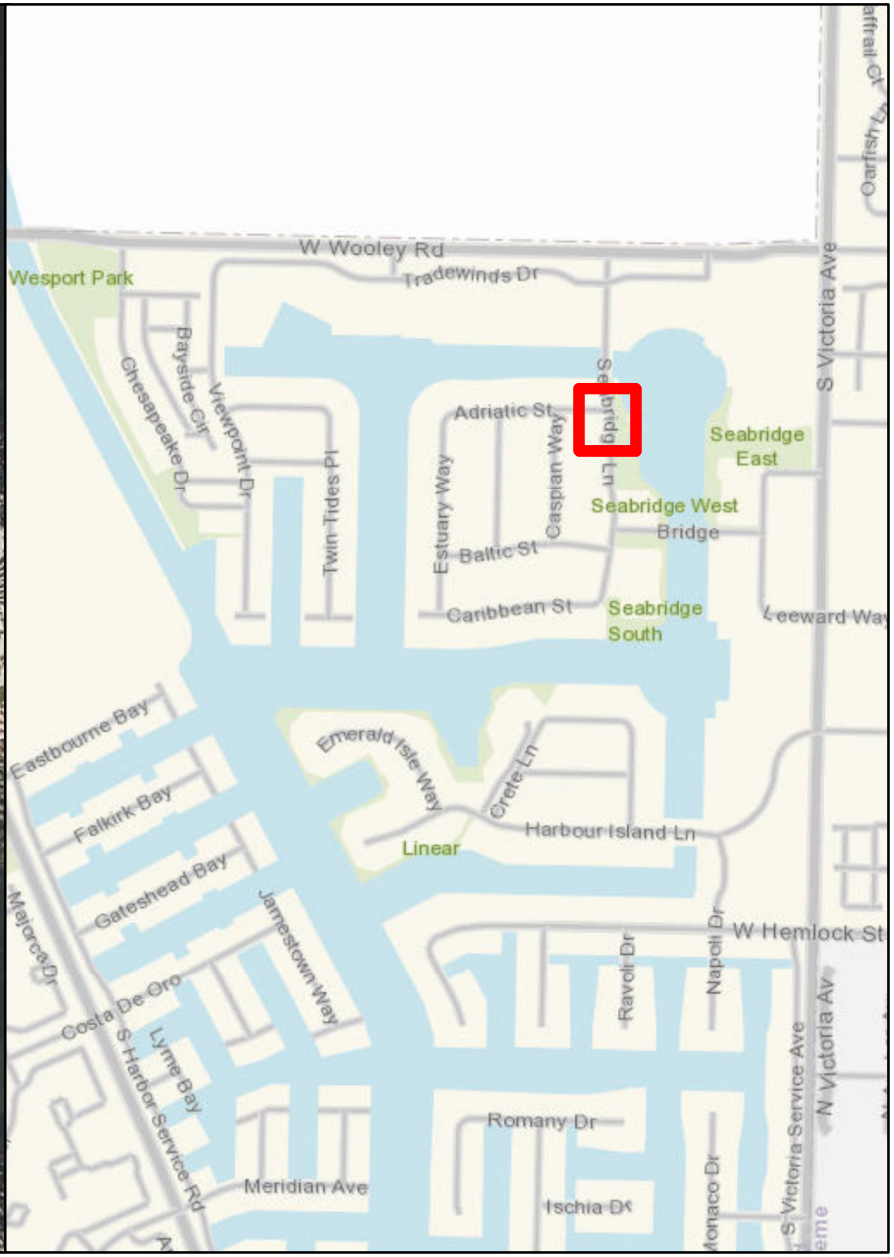
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 21





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

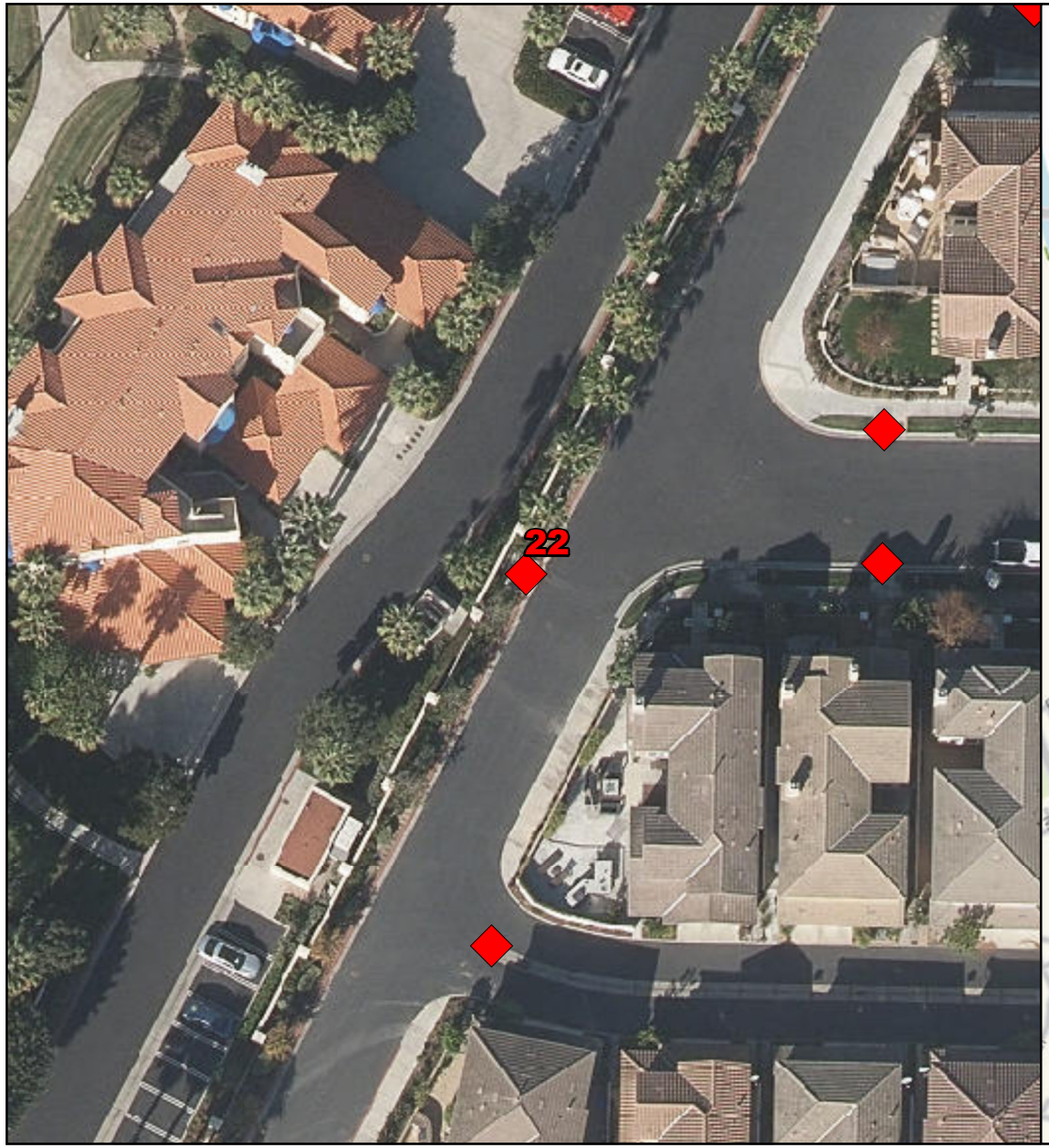
Legend

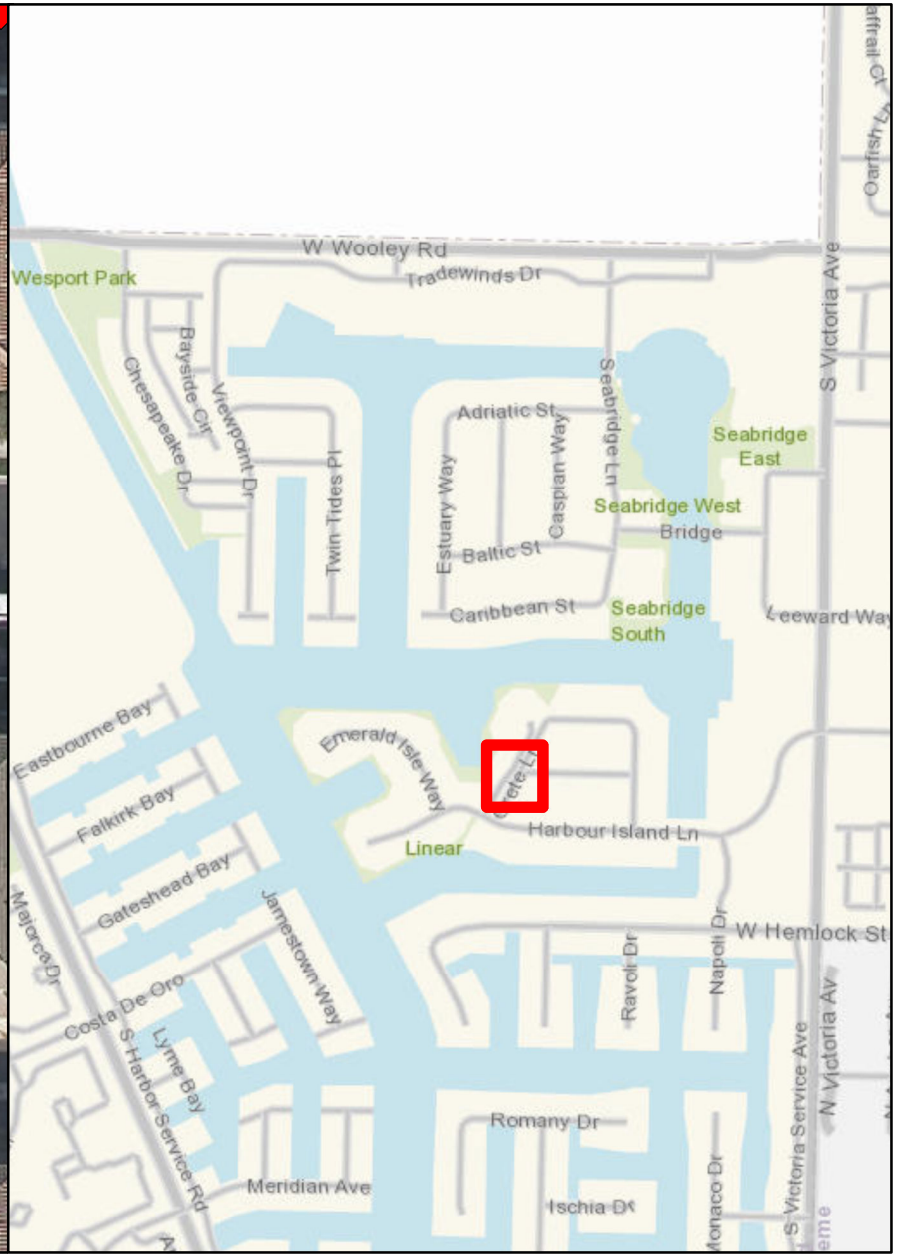
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 221

Filtration Unit No. 22





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

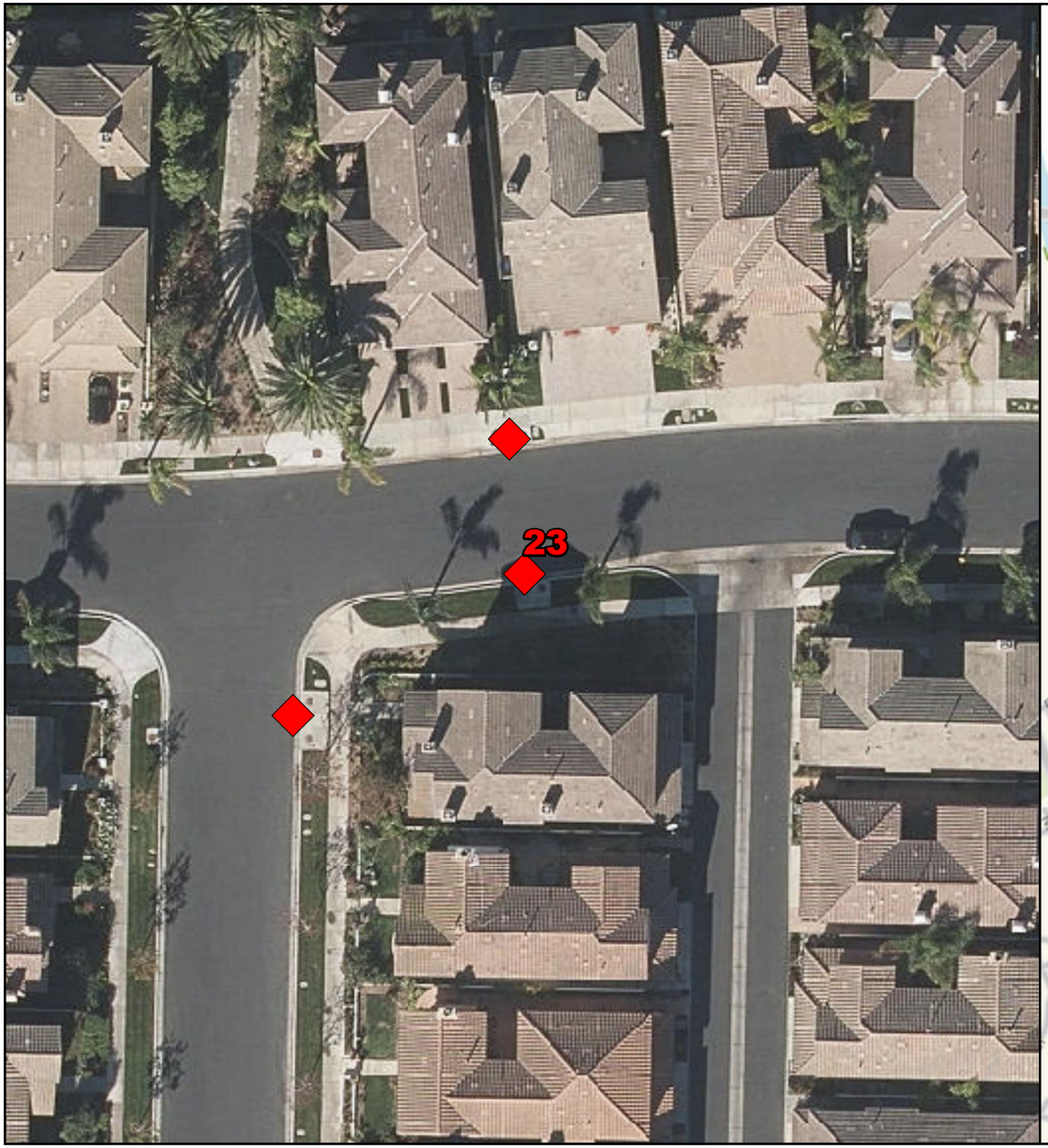
Legend

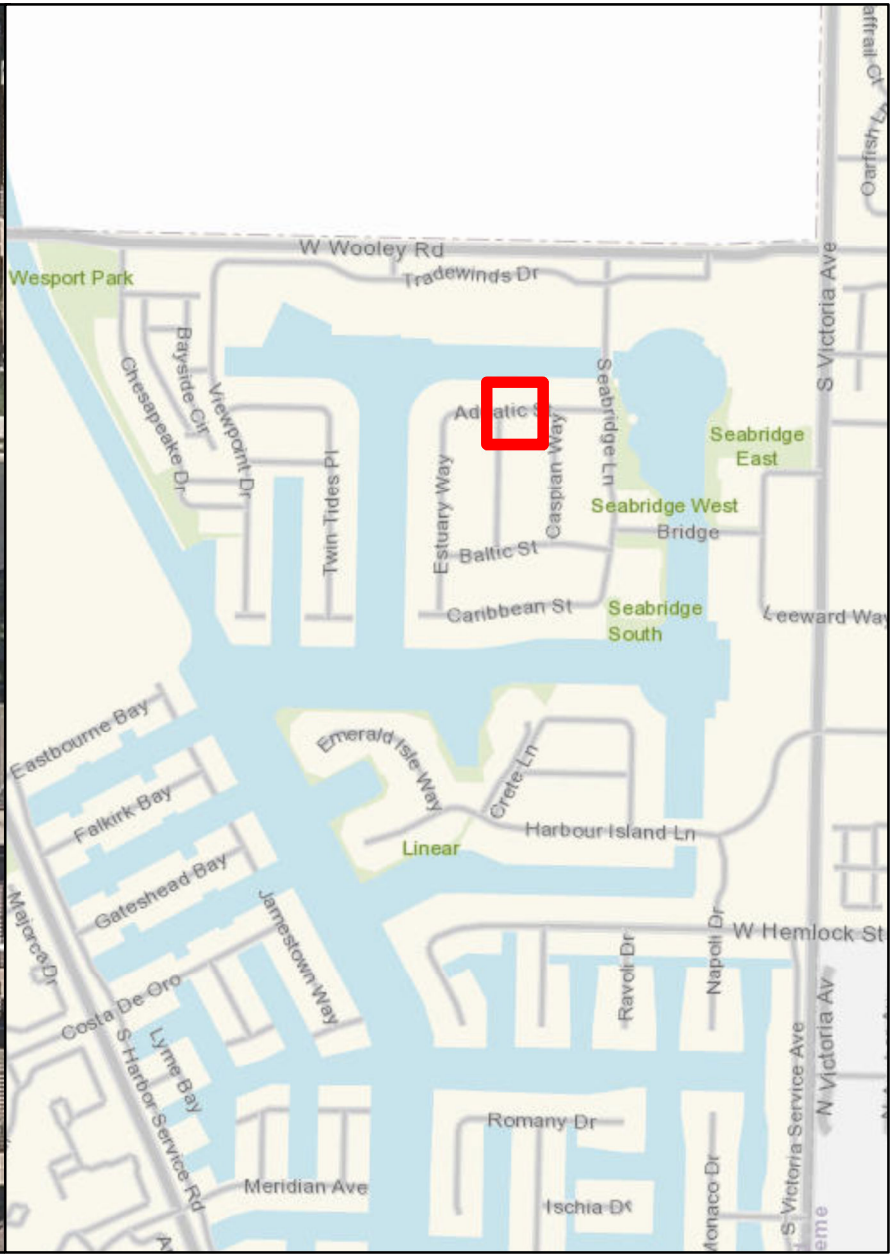
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 222

Filtration Unit No. 23





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

Legend

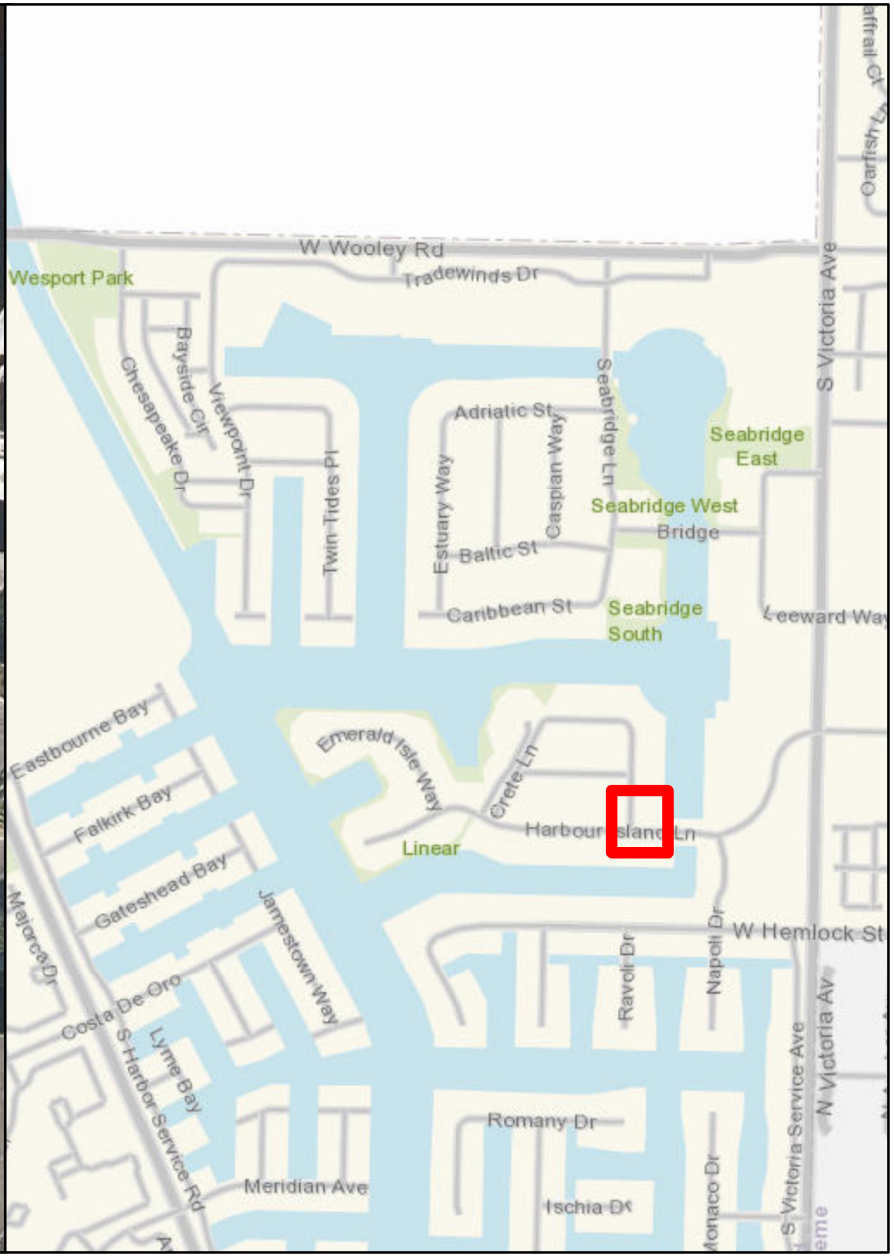
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 24





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

Legend

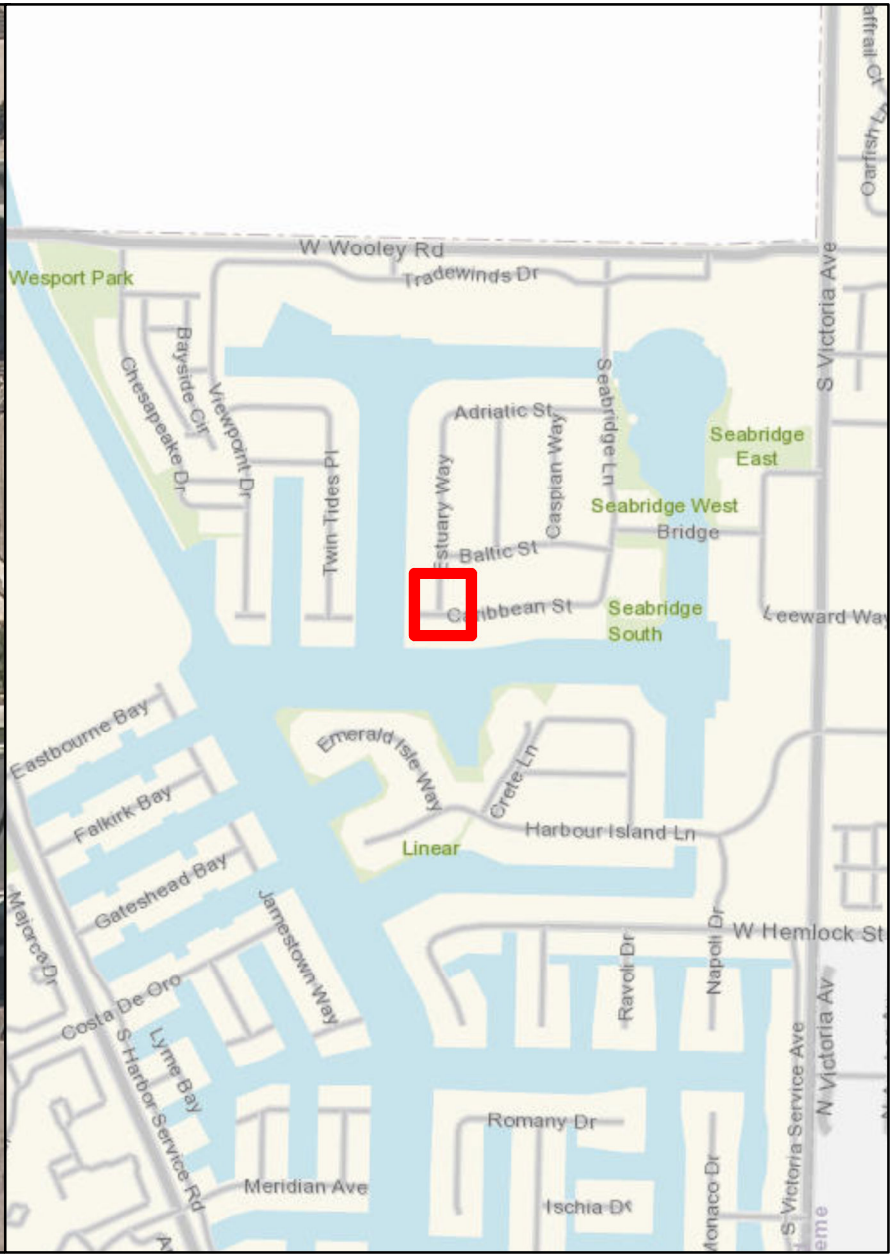
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 25





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

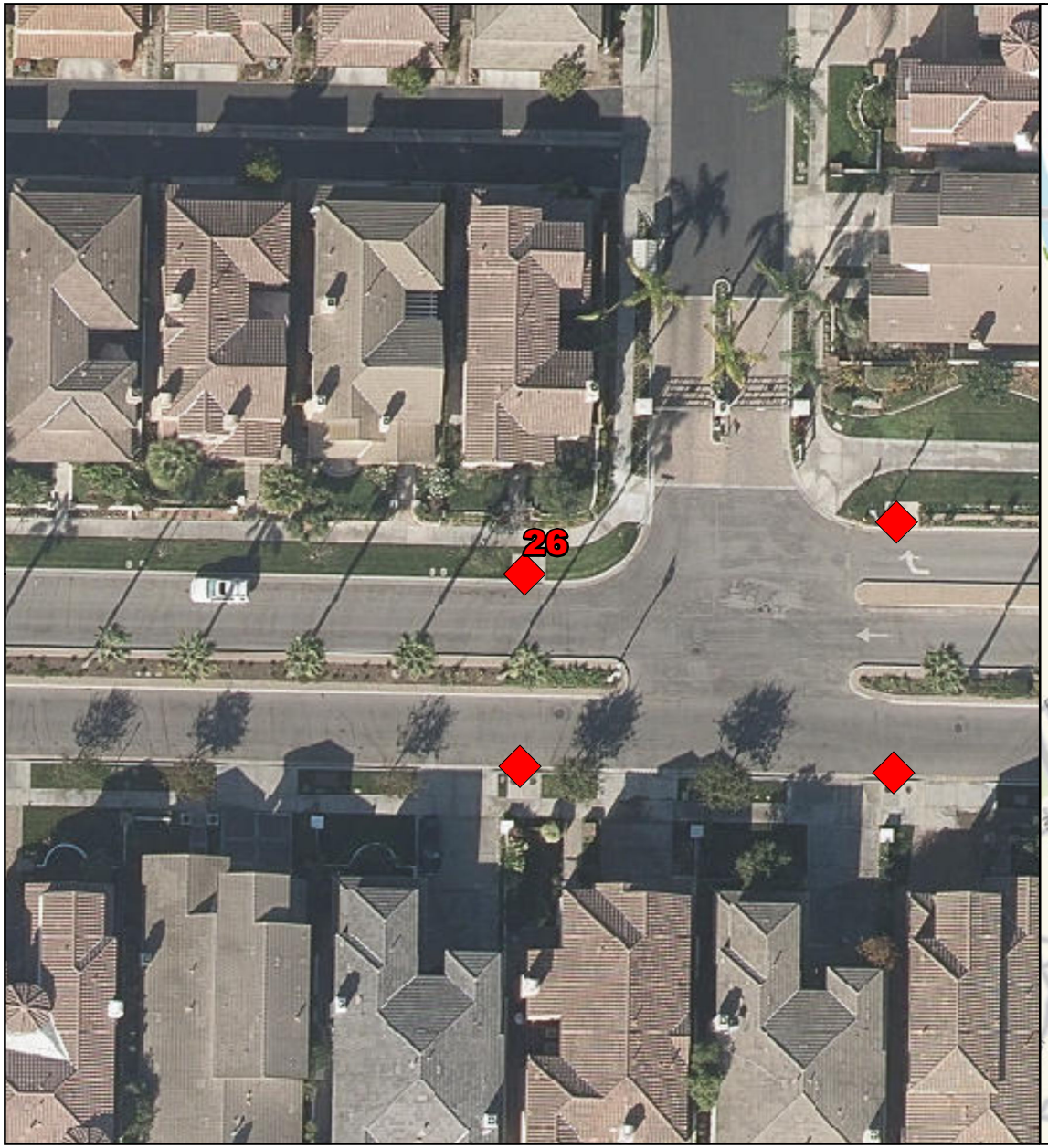
Legend

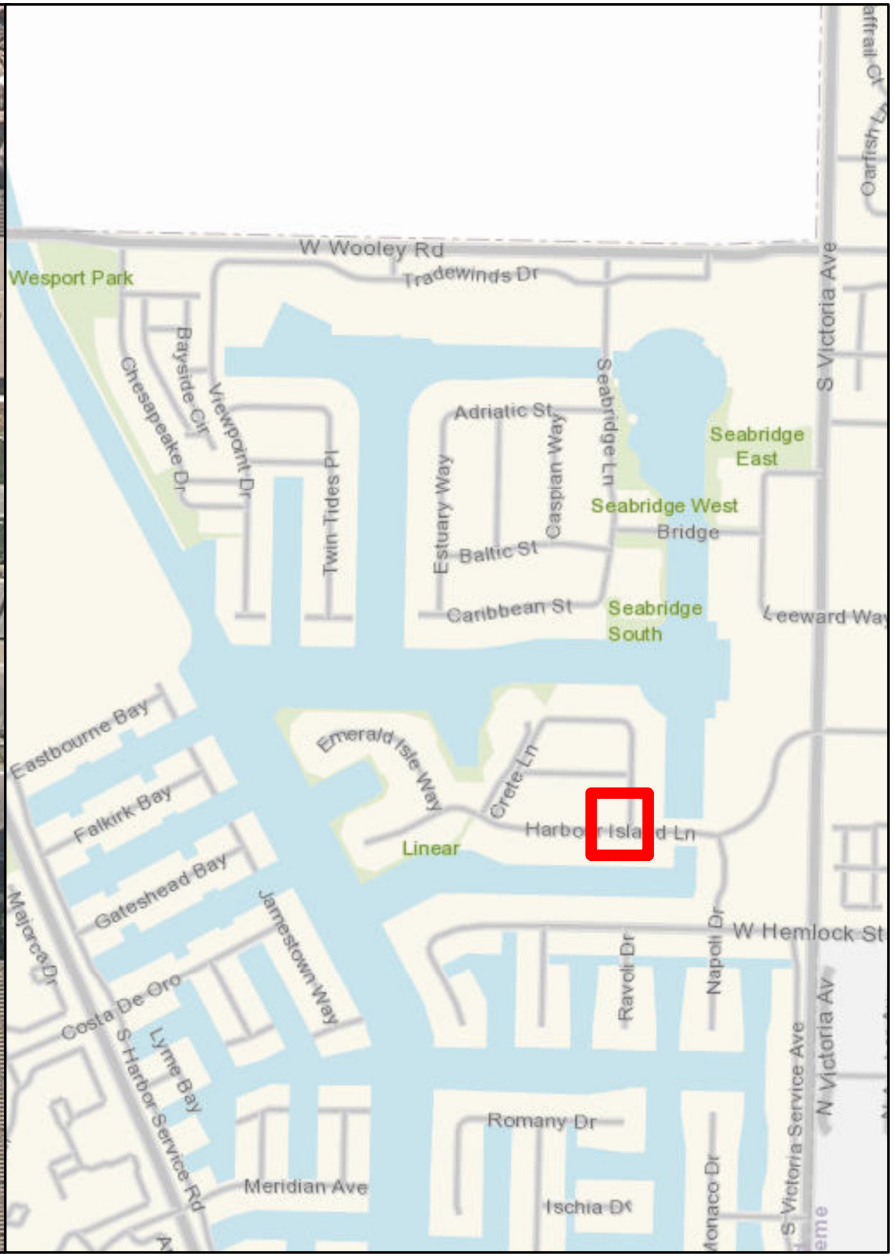
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 26





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

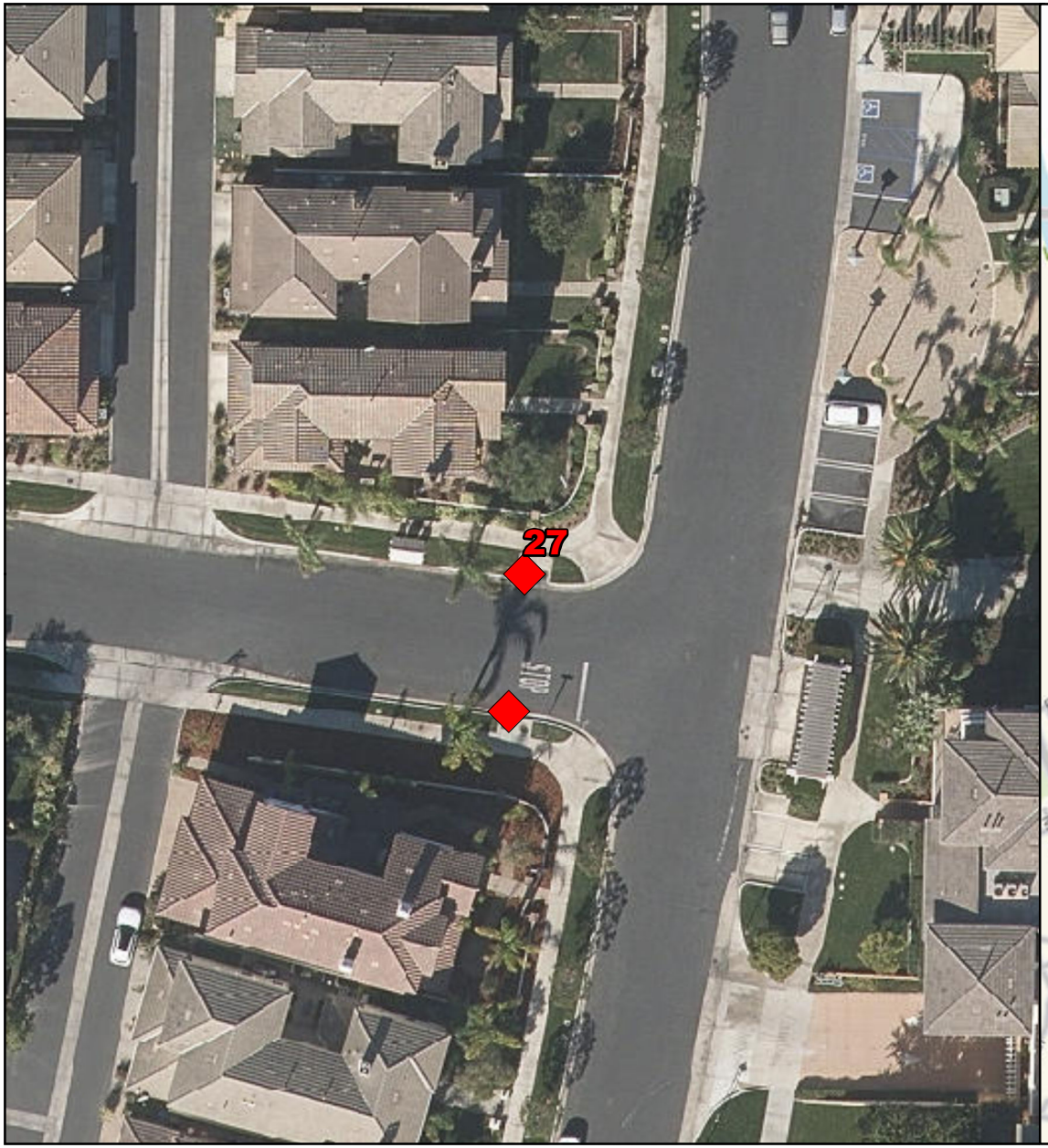
Legend

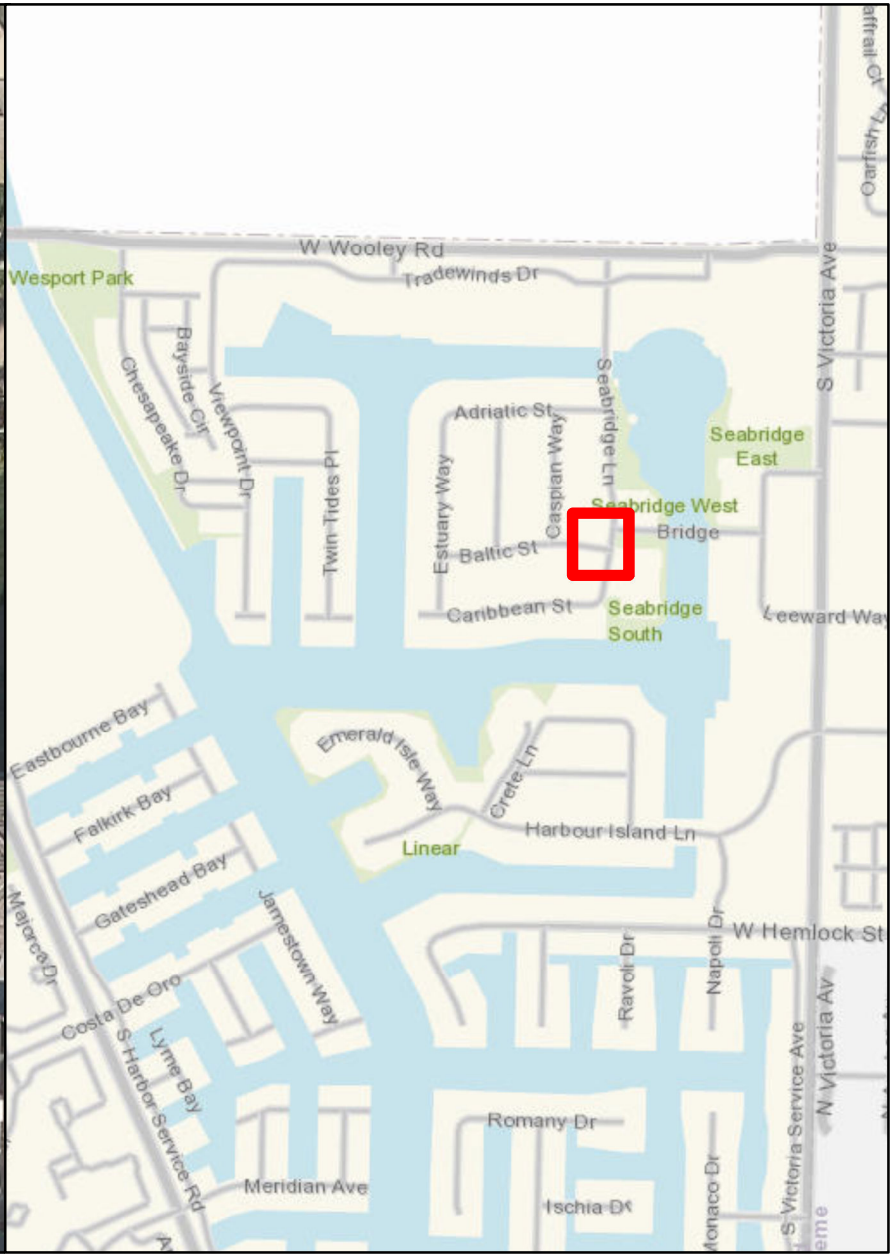
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 27





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 8

Legend

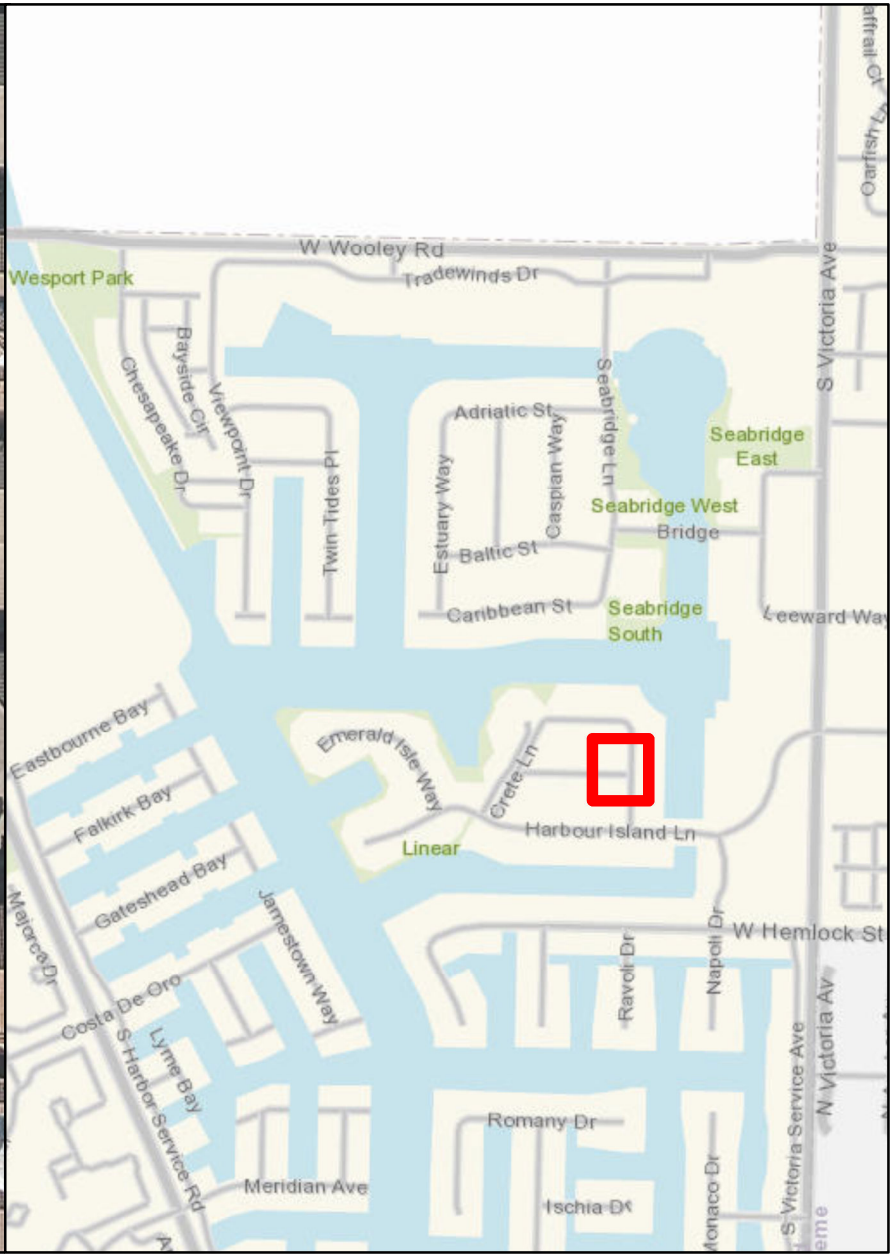
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 227

Filtration Unit No. 28





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

Legend

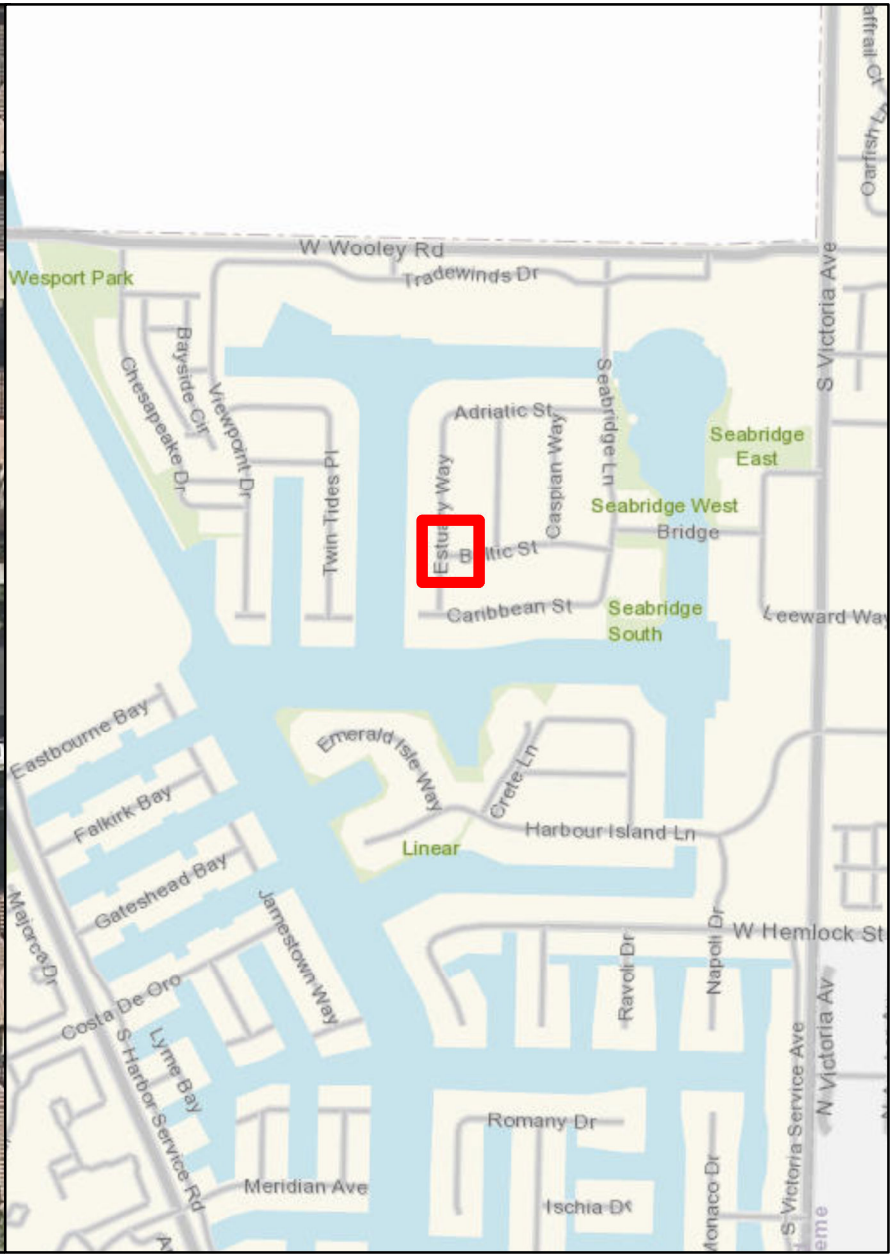
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 29





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 8

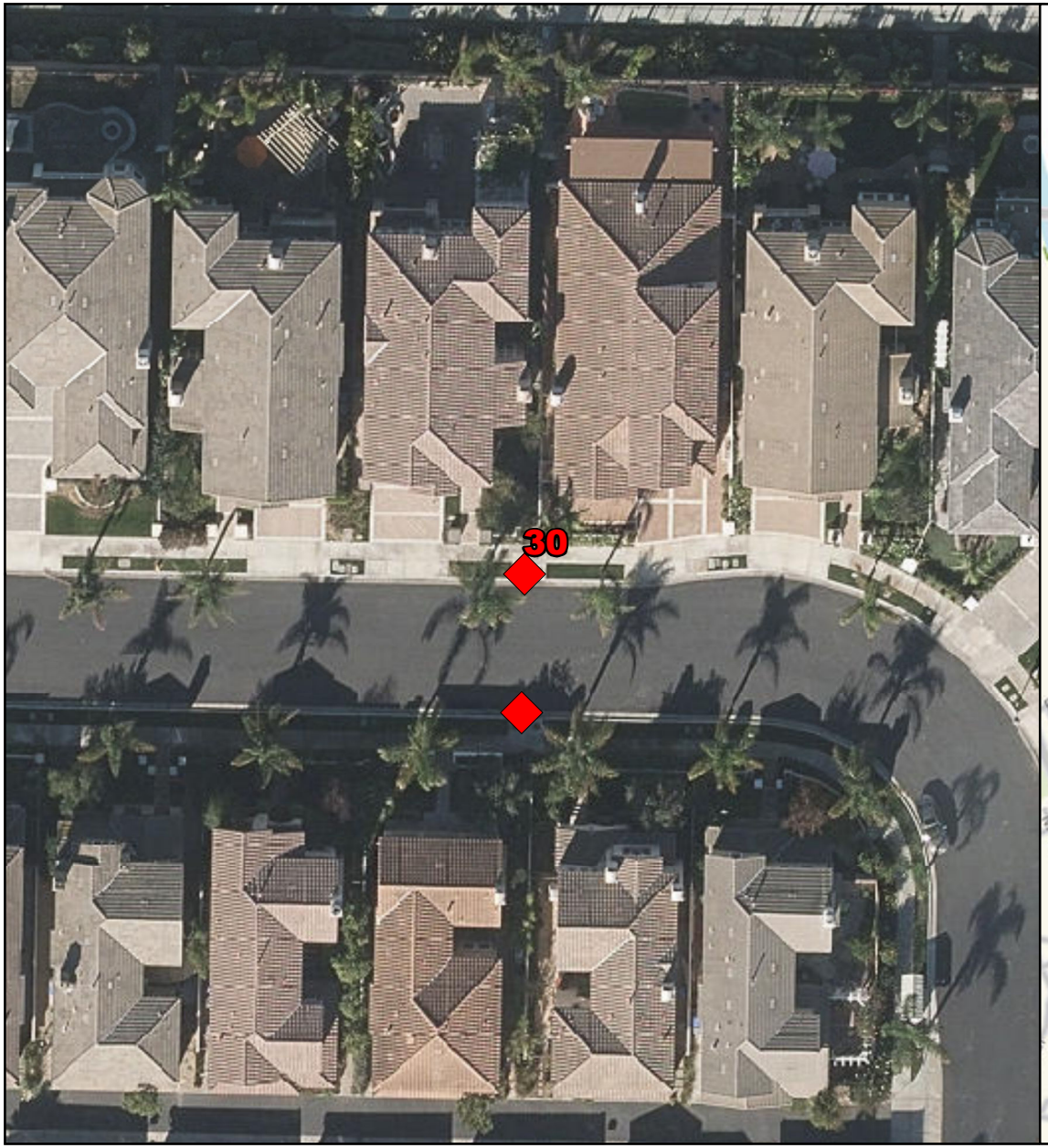
Legend

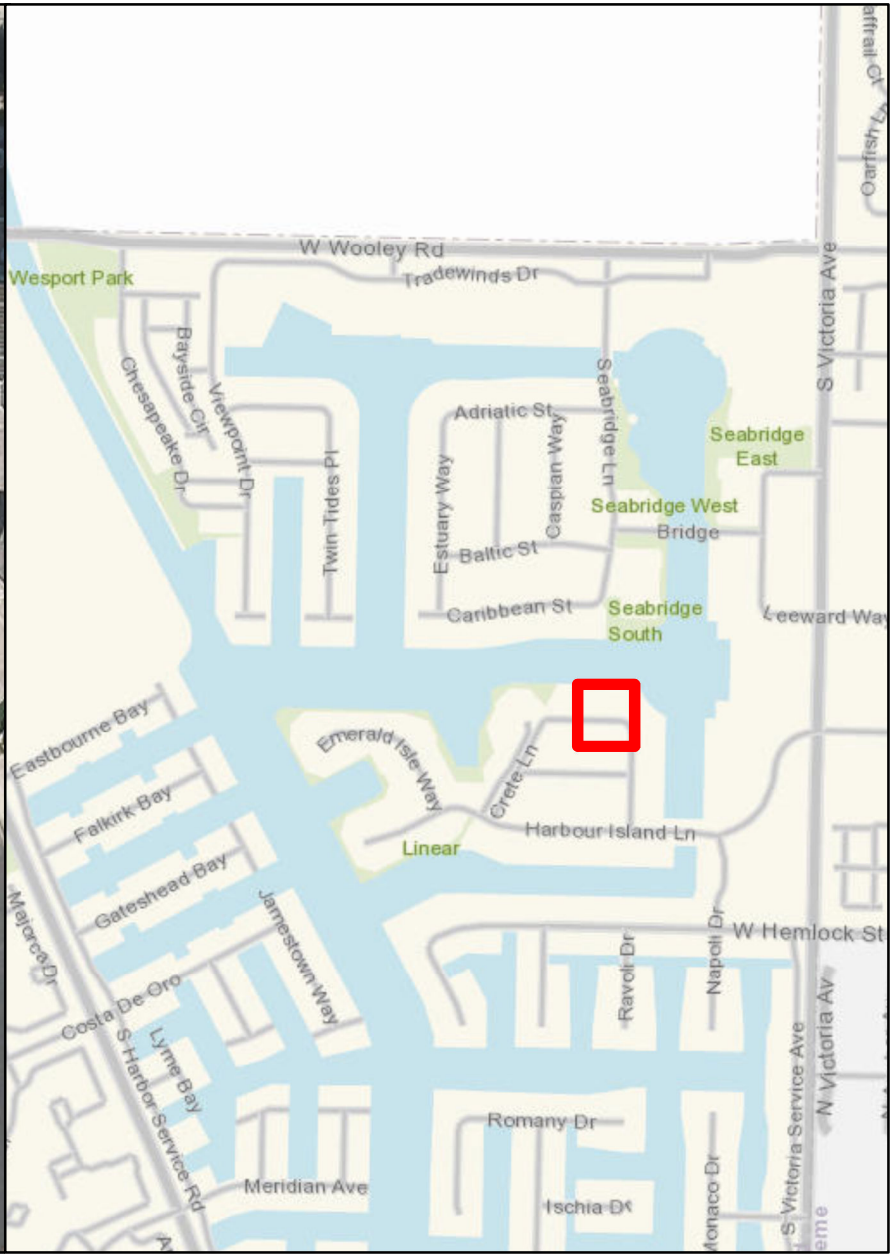
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 30





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 8

Legend

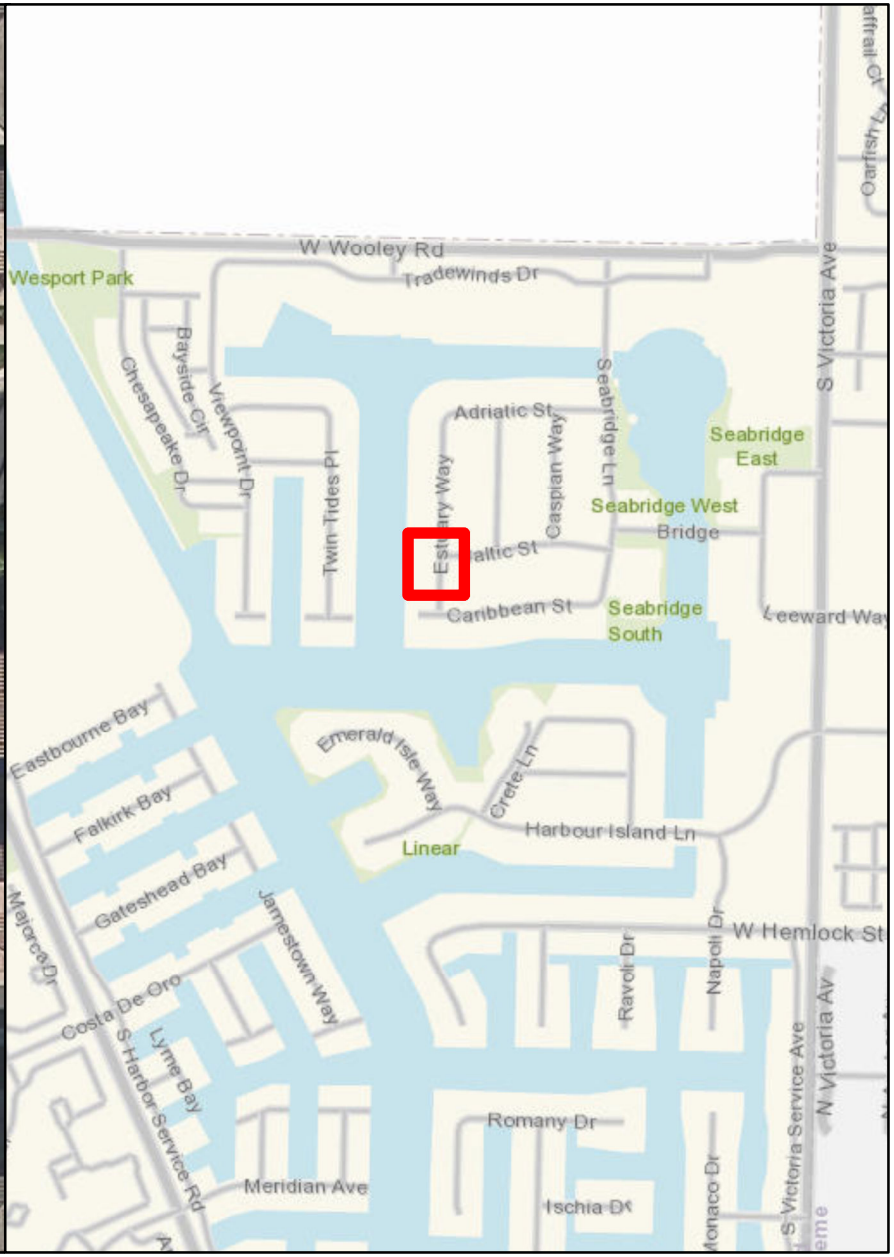
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 31





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

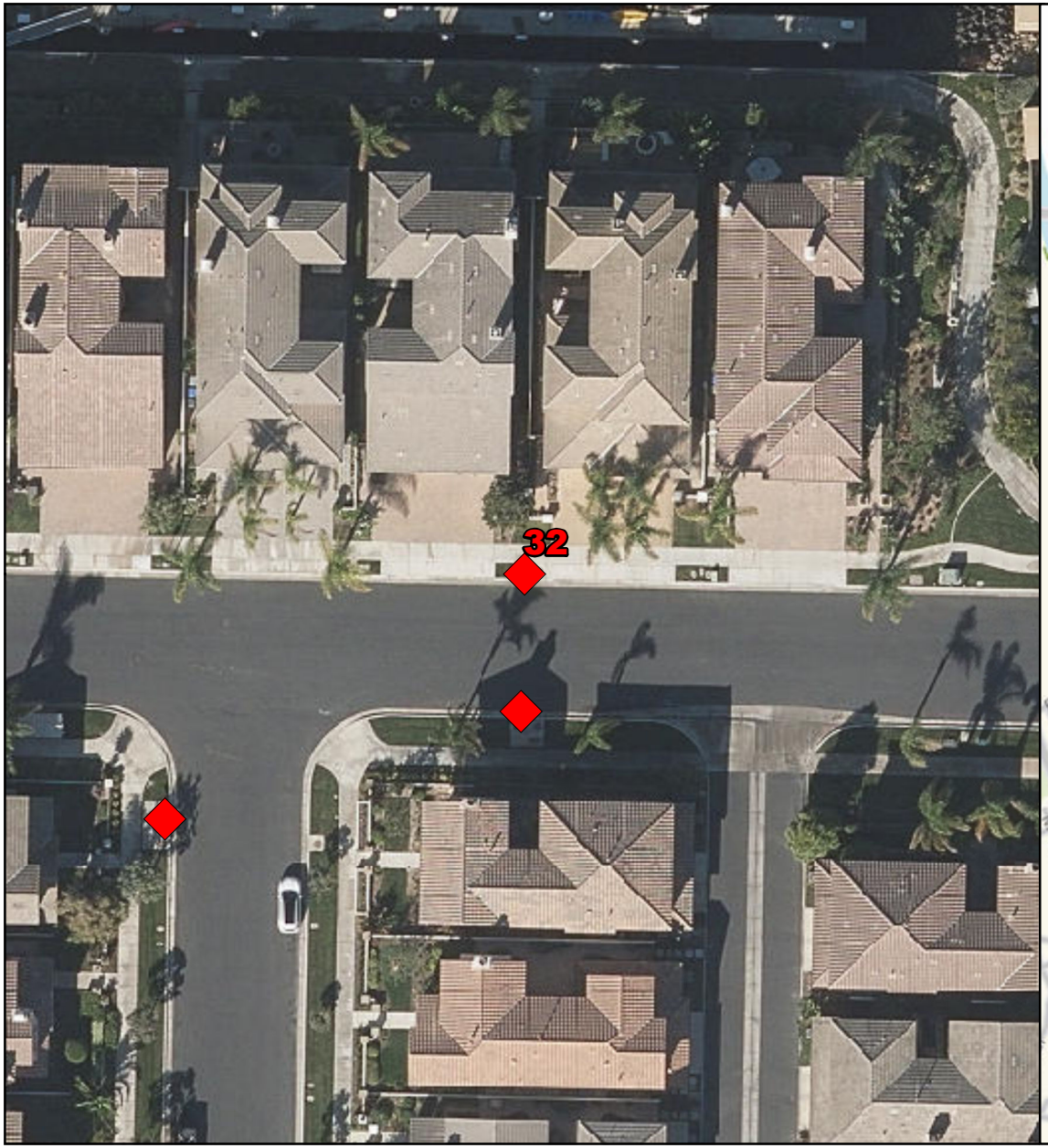
Legend

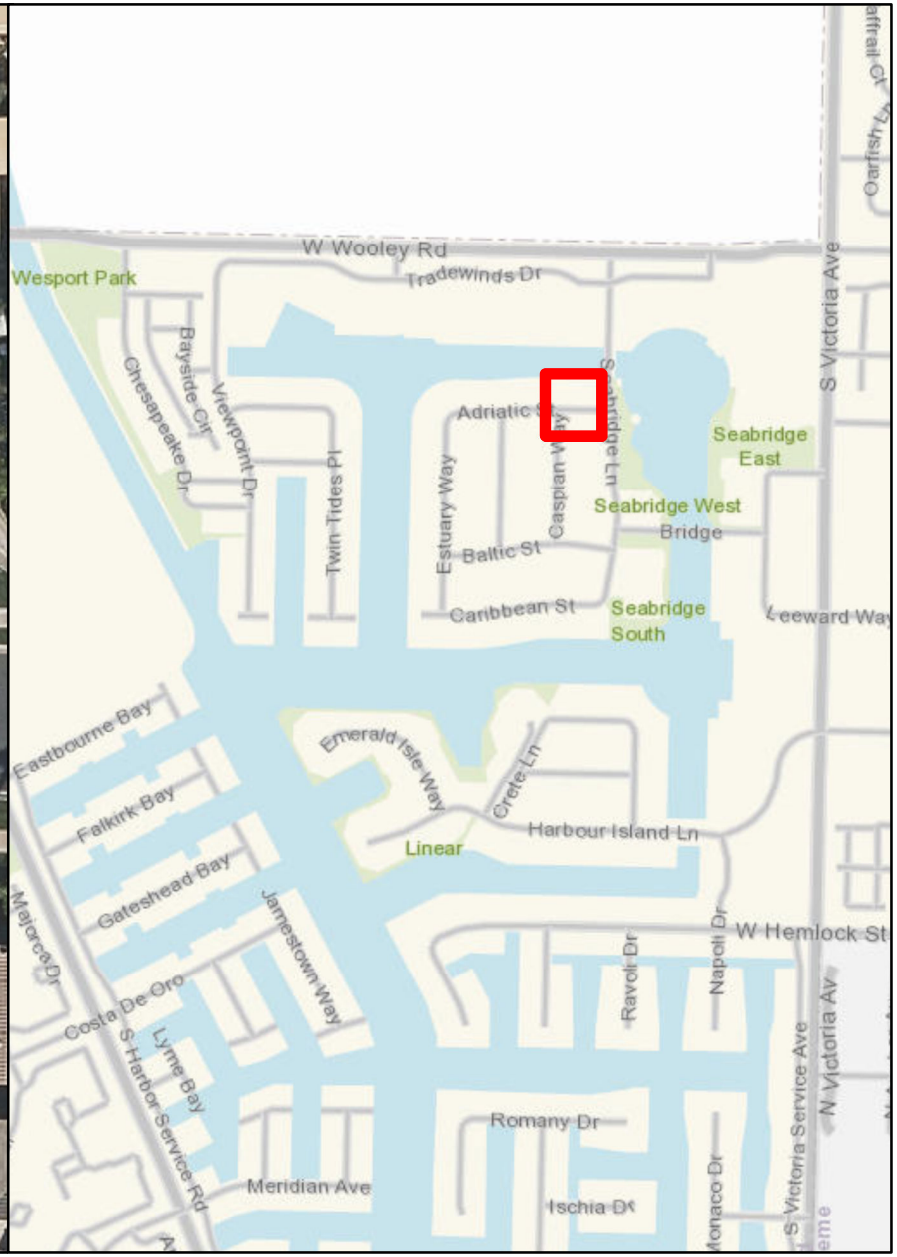
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 32





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

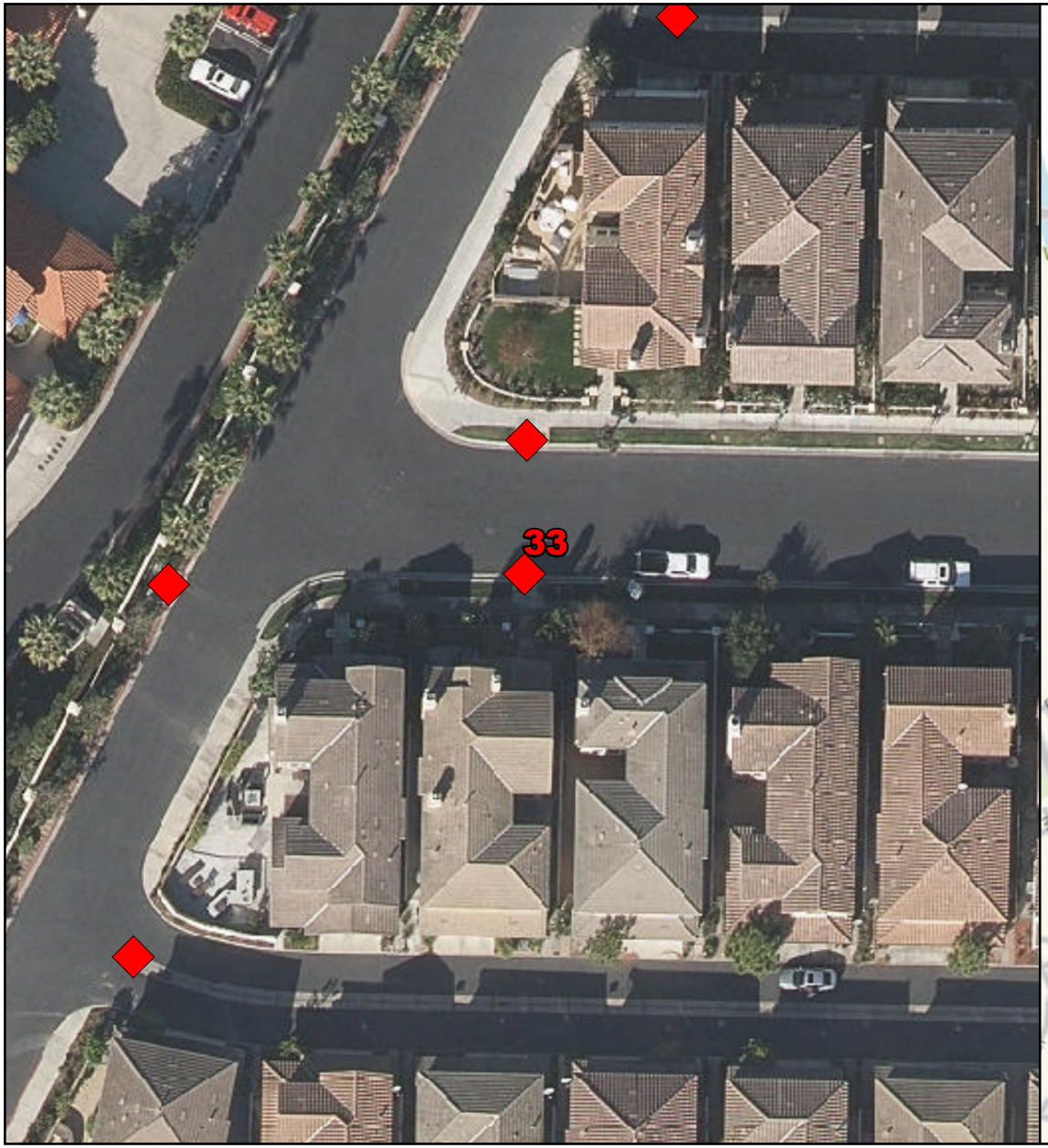
Legend

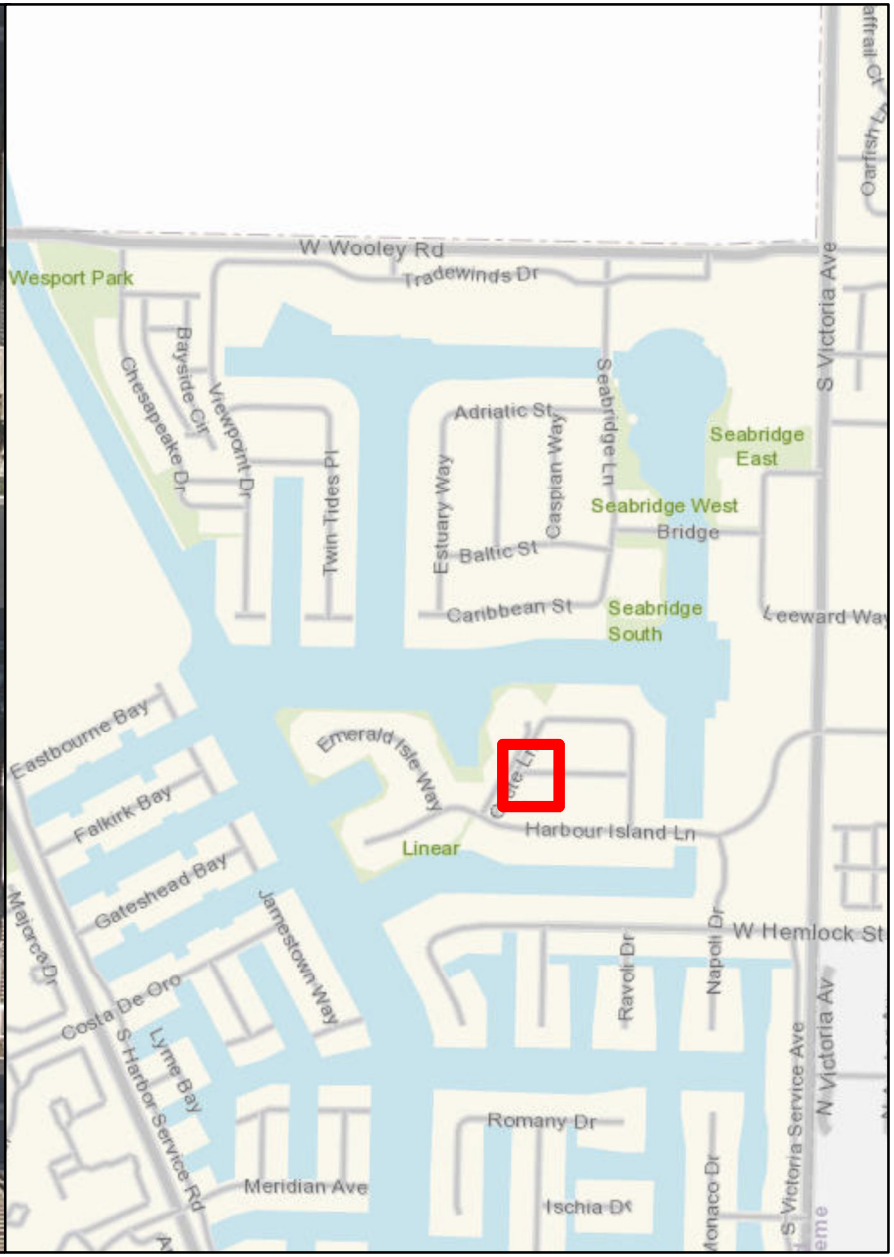
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 33





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

Legend

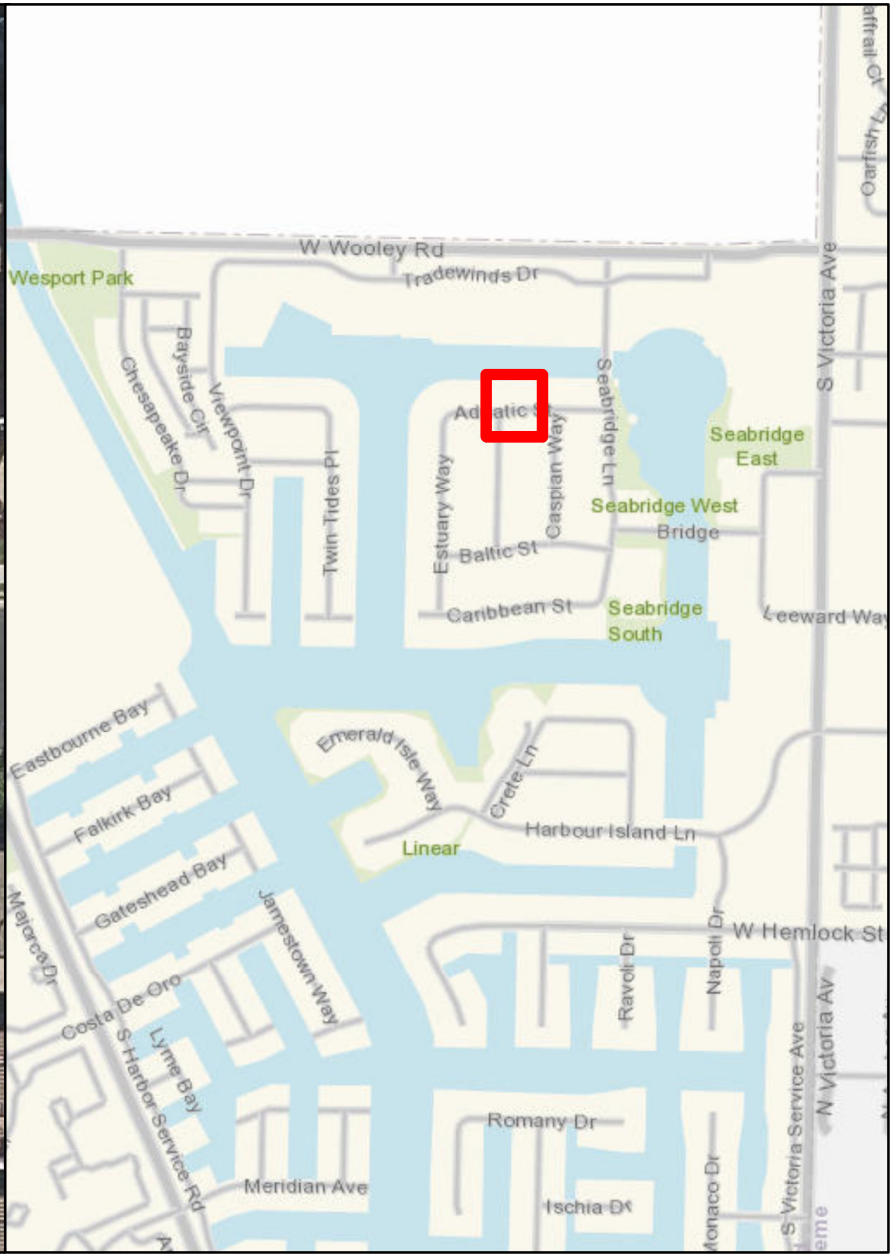
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 34





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

Legend

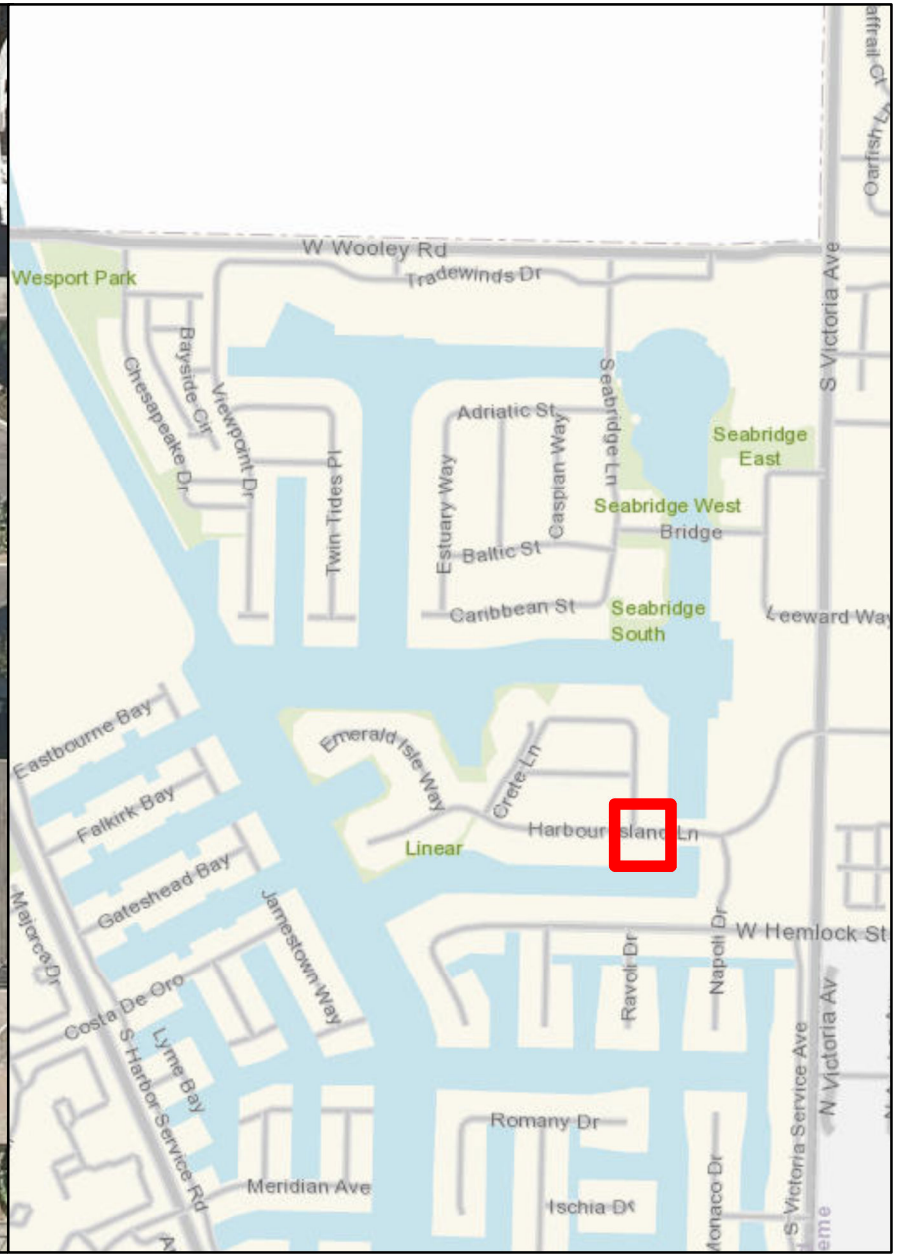
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 35





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

Legend

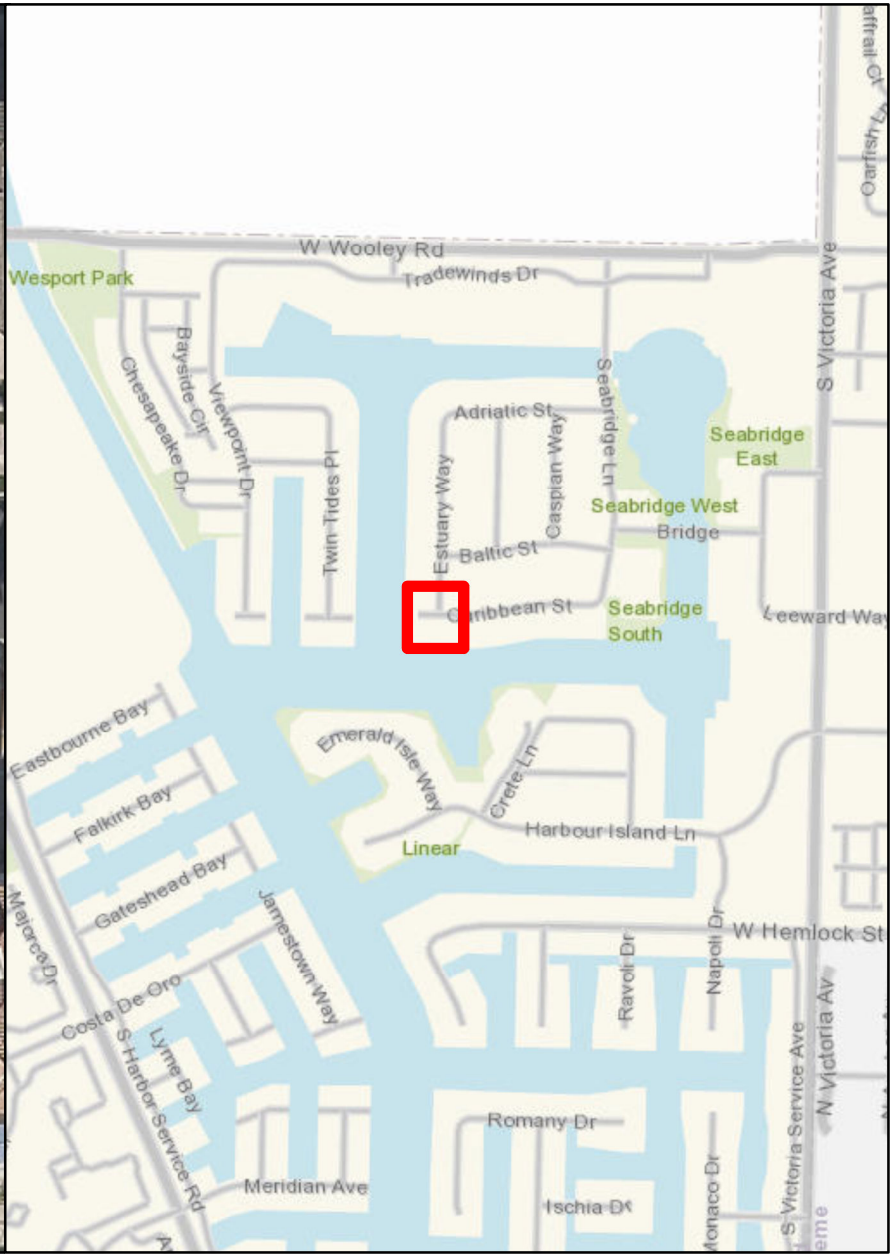
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 36





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 8

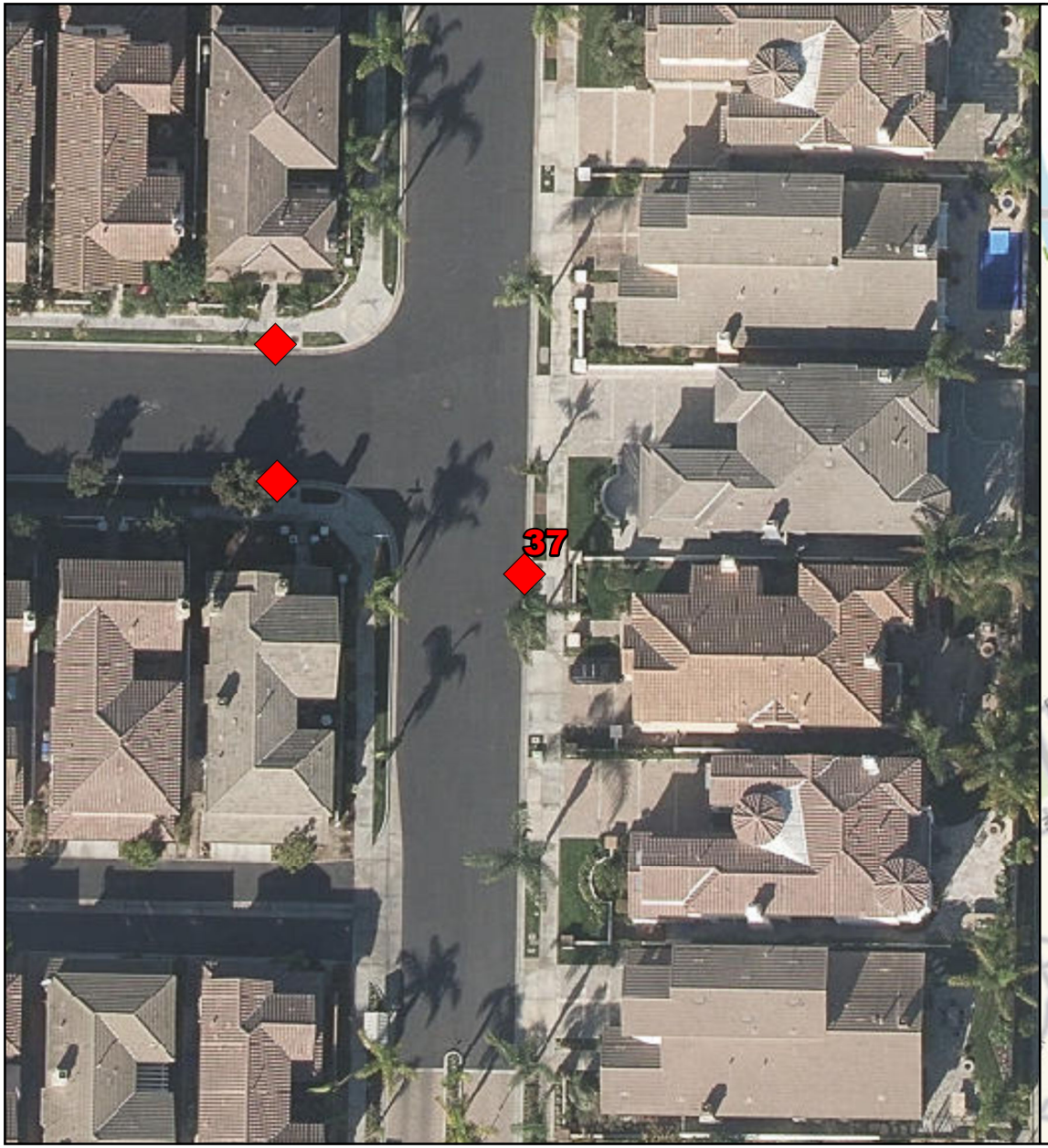
Legend

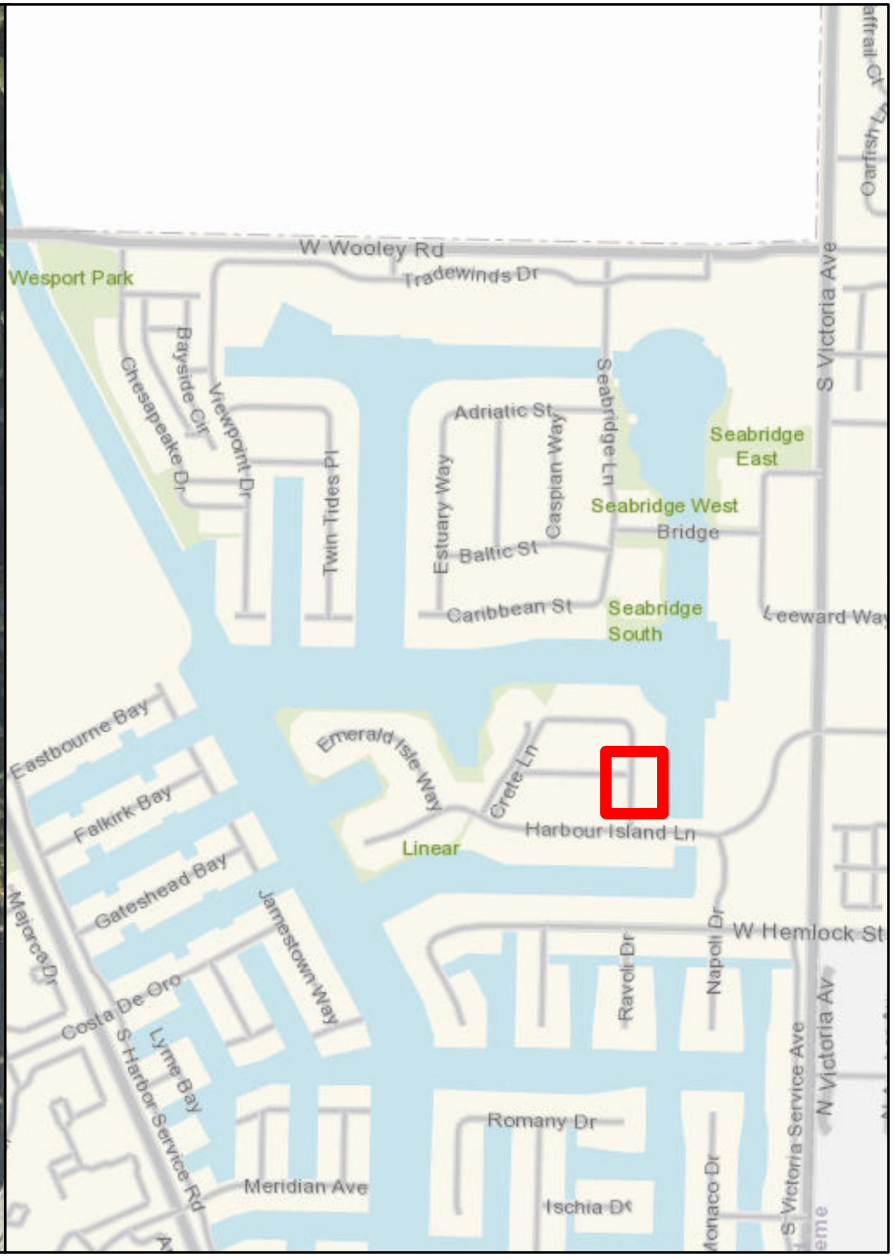
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 37





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

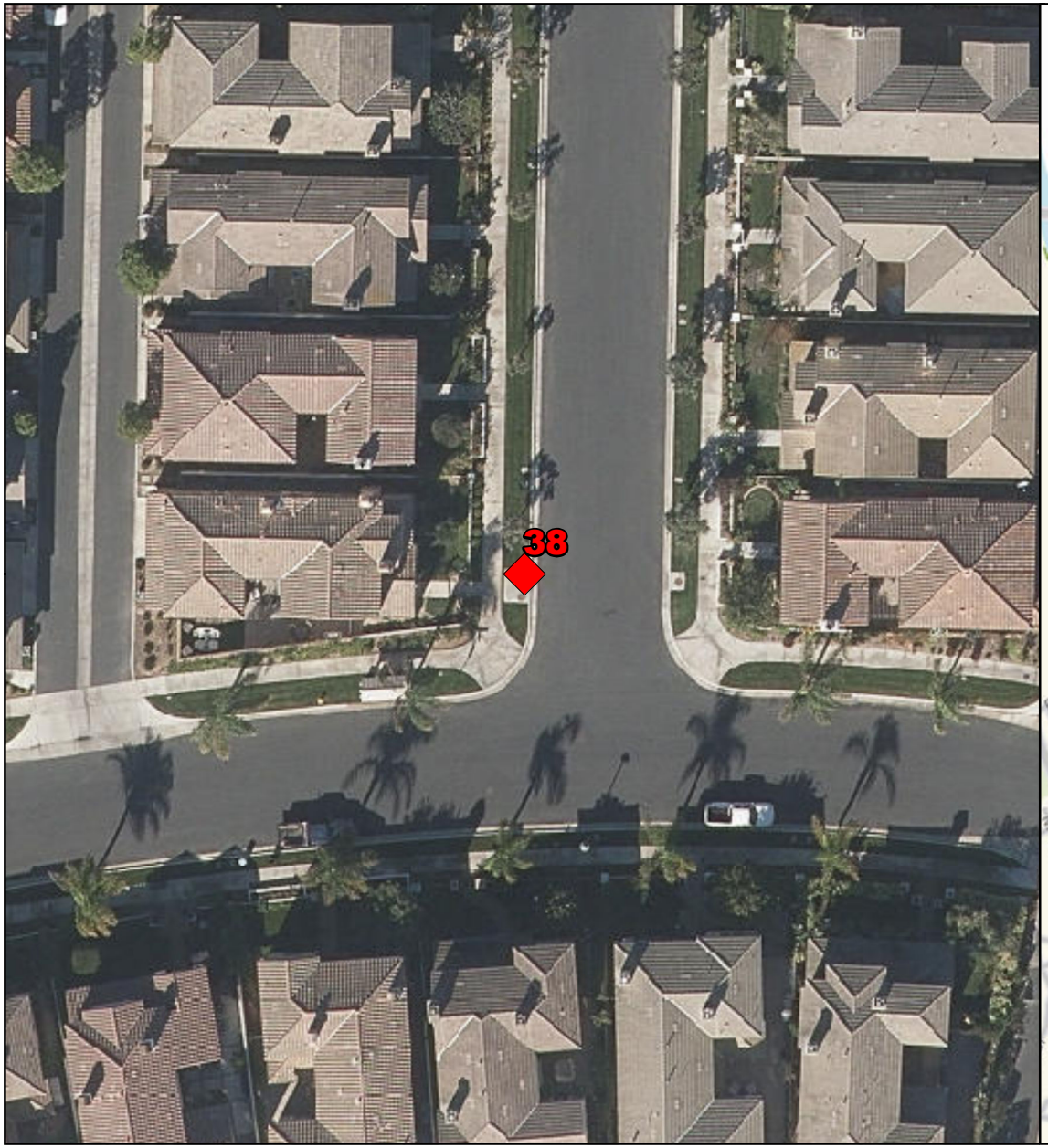
Legend

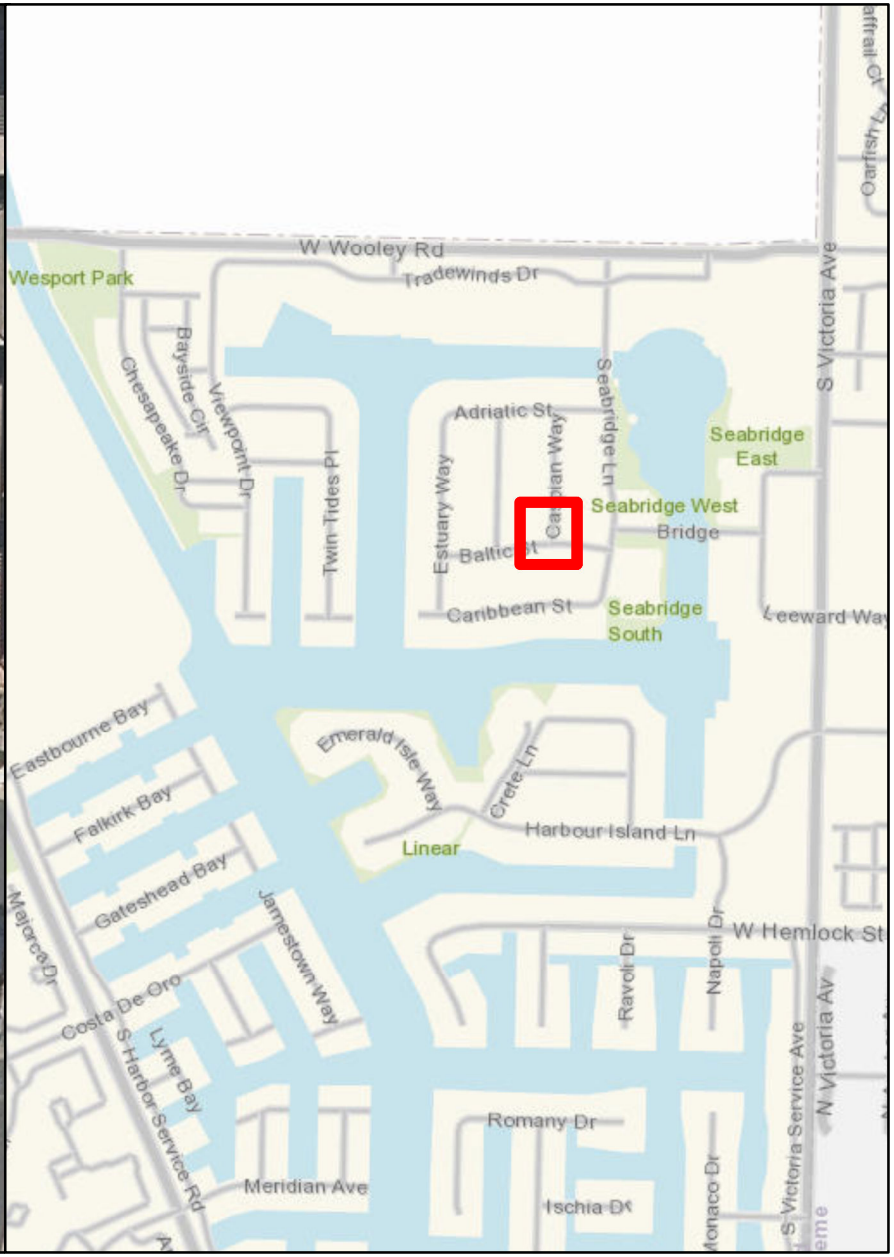
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 38





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

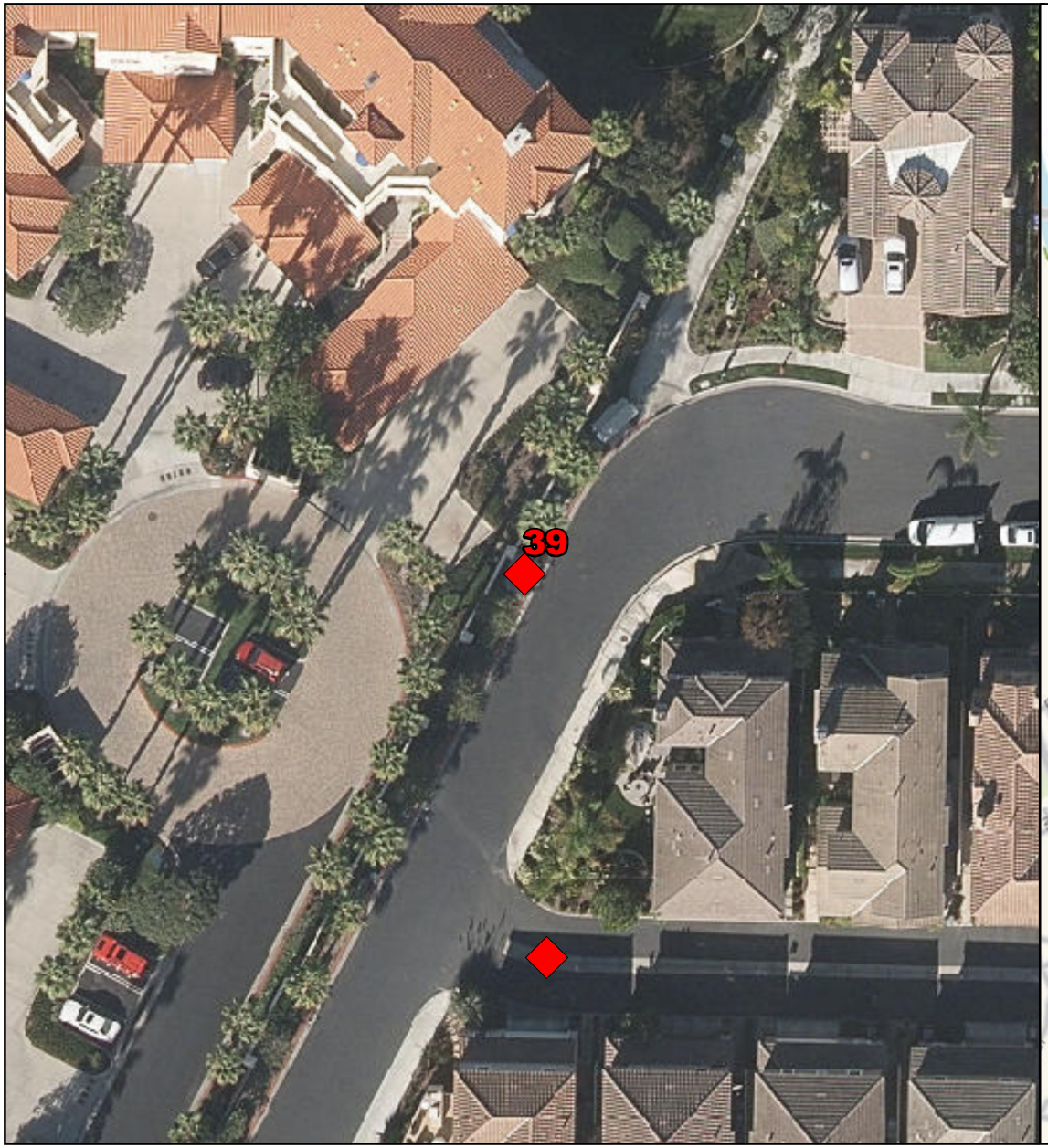
Legend

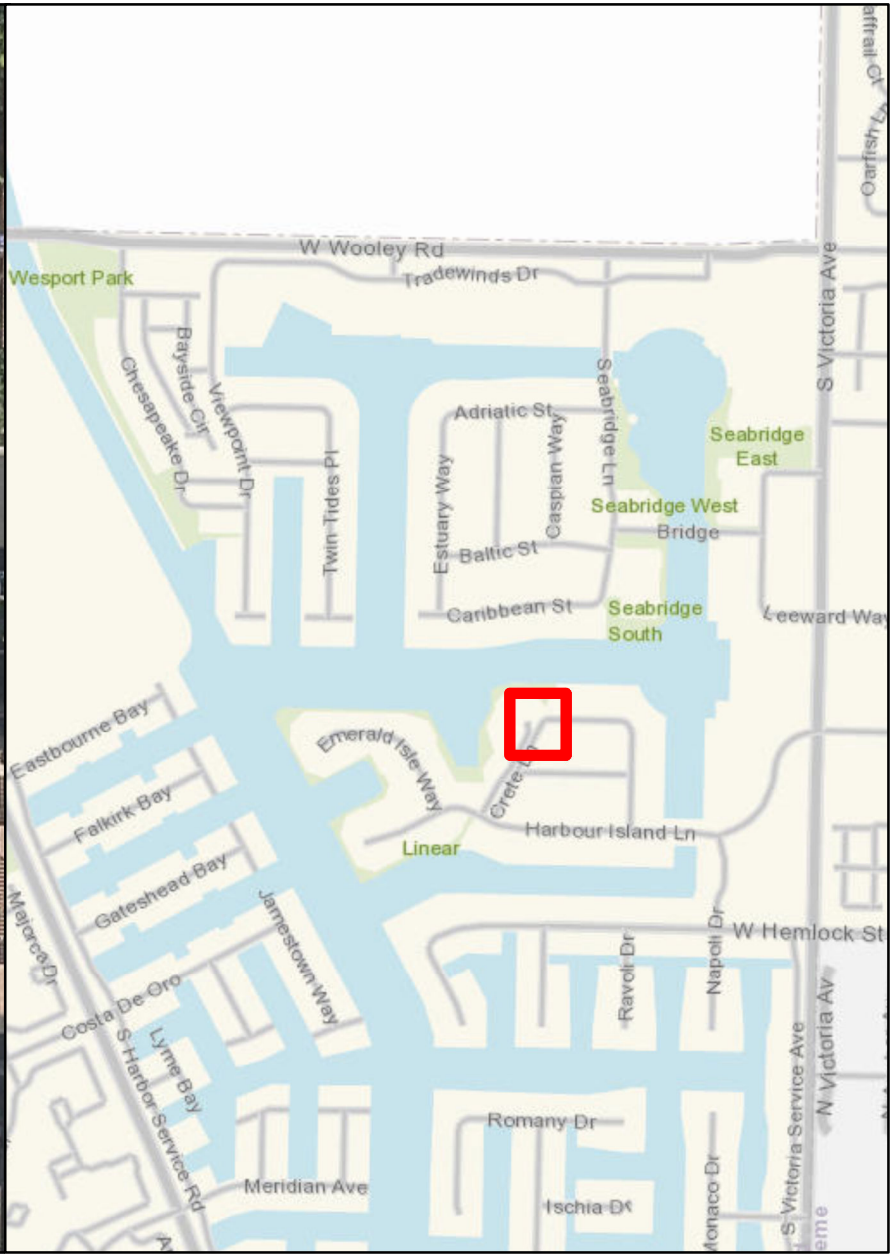
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 39





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

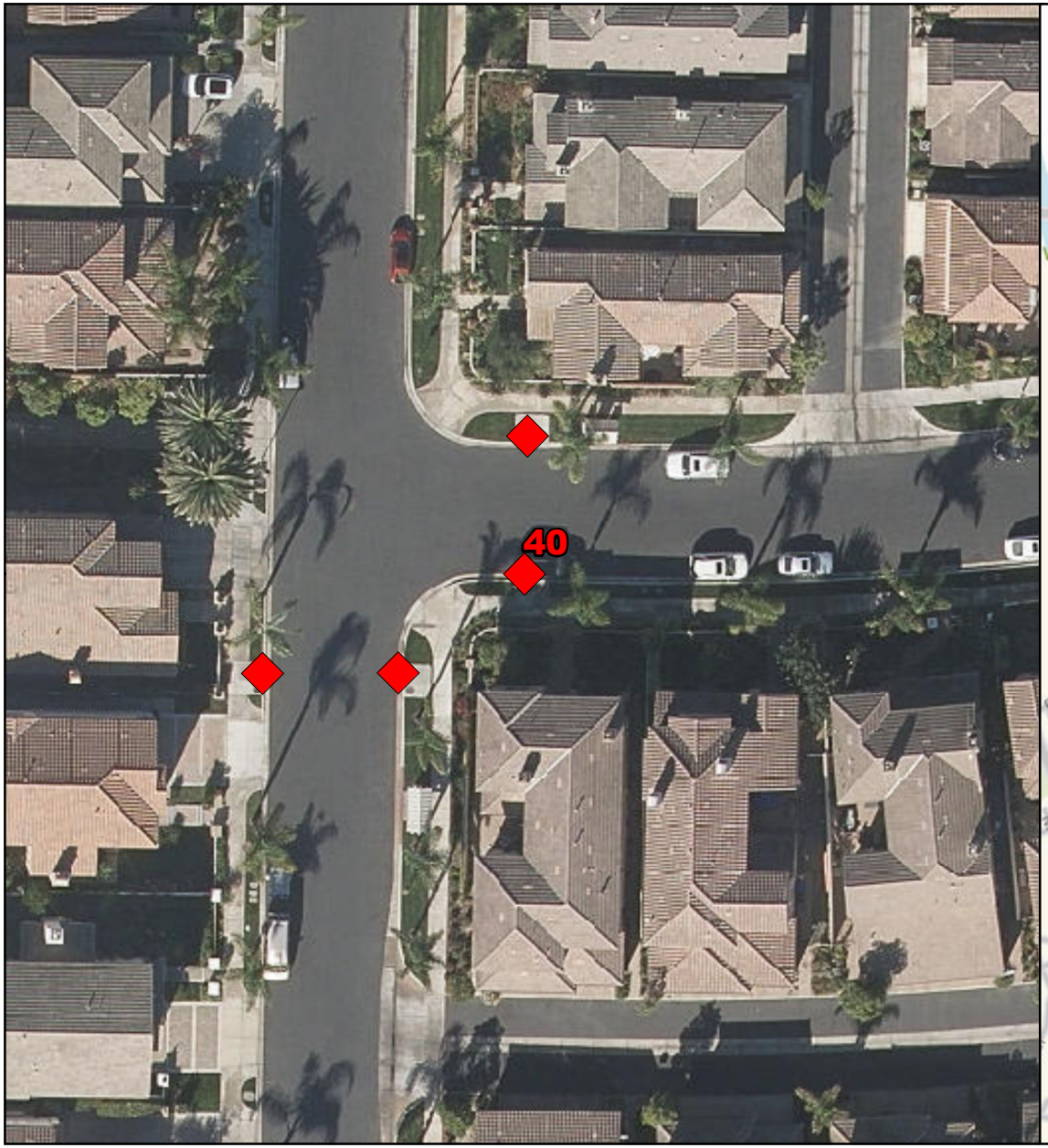
Legend

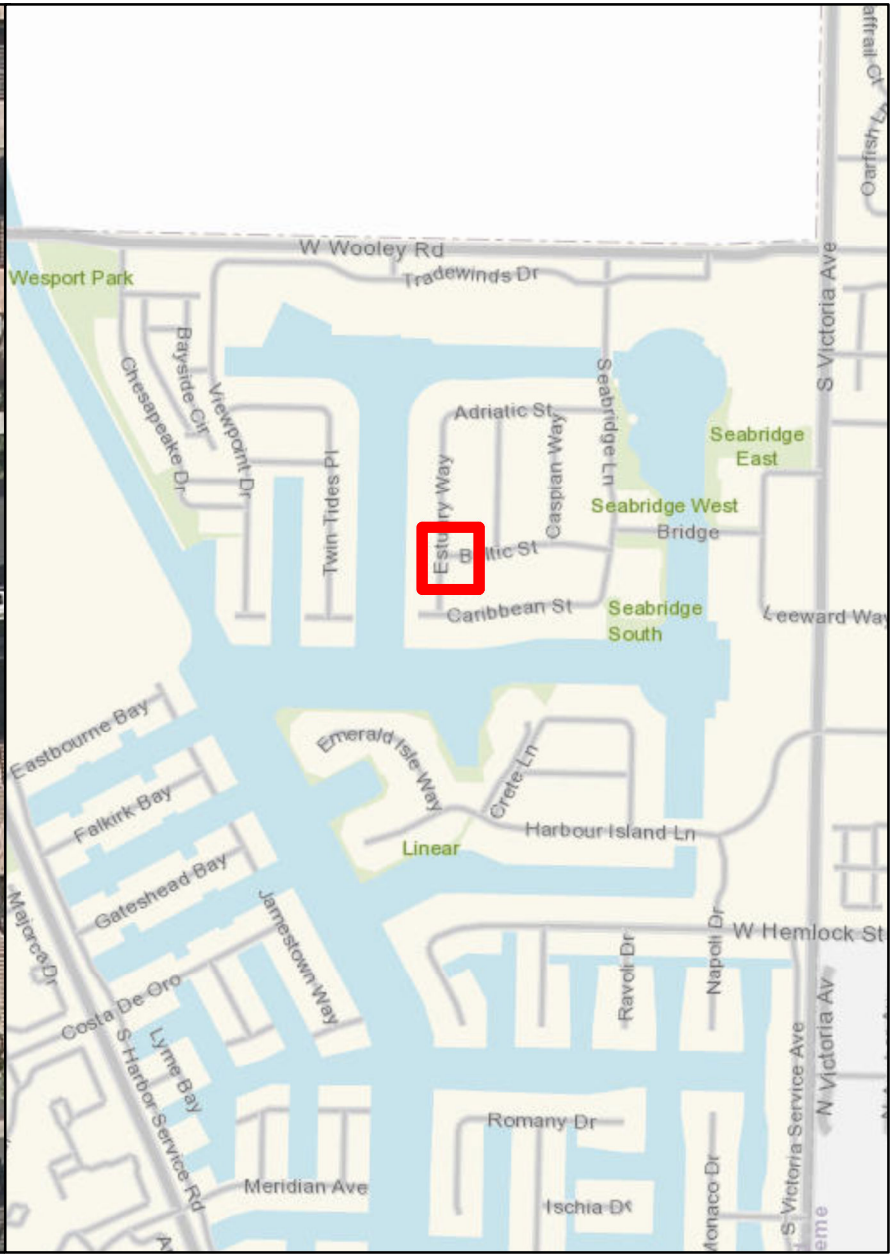
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 40





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

Legend

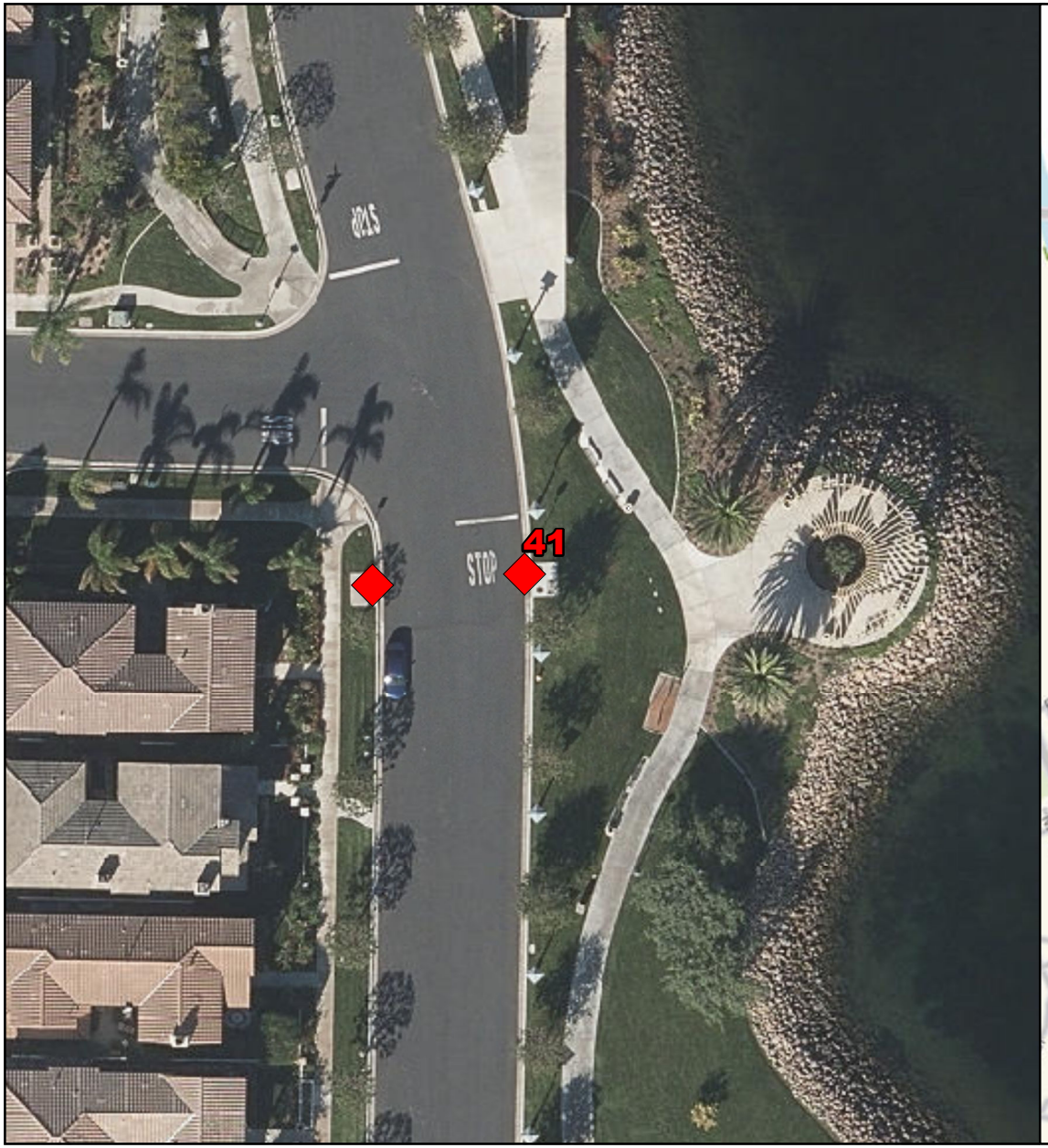
Filtration Unit

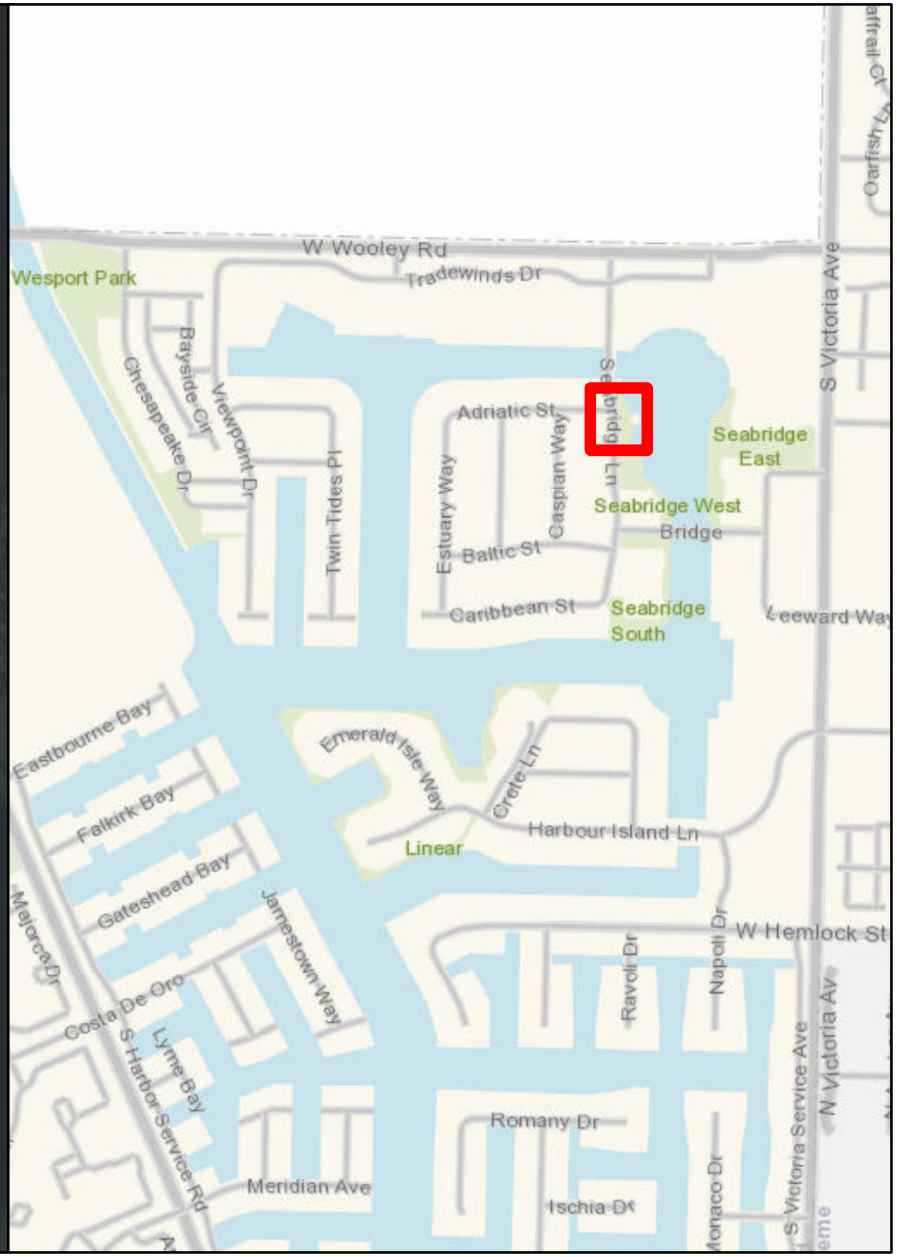
0 15 30 60 90 120 Feet

N W E S

240

Filtration Unit No. 41





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

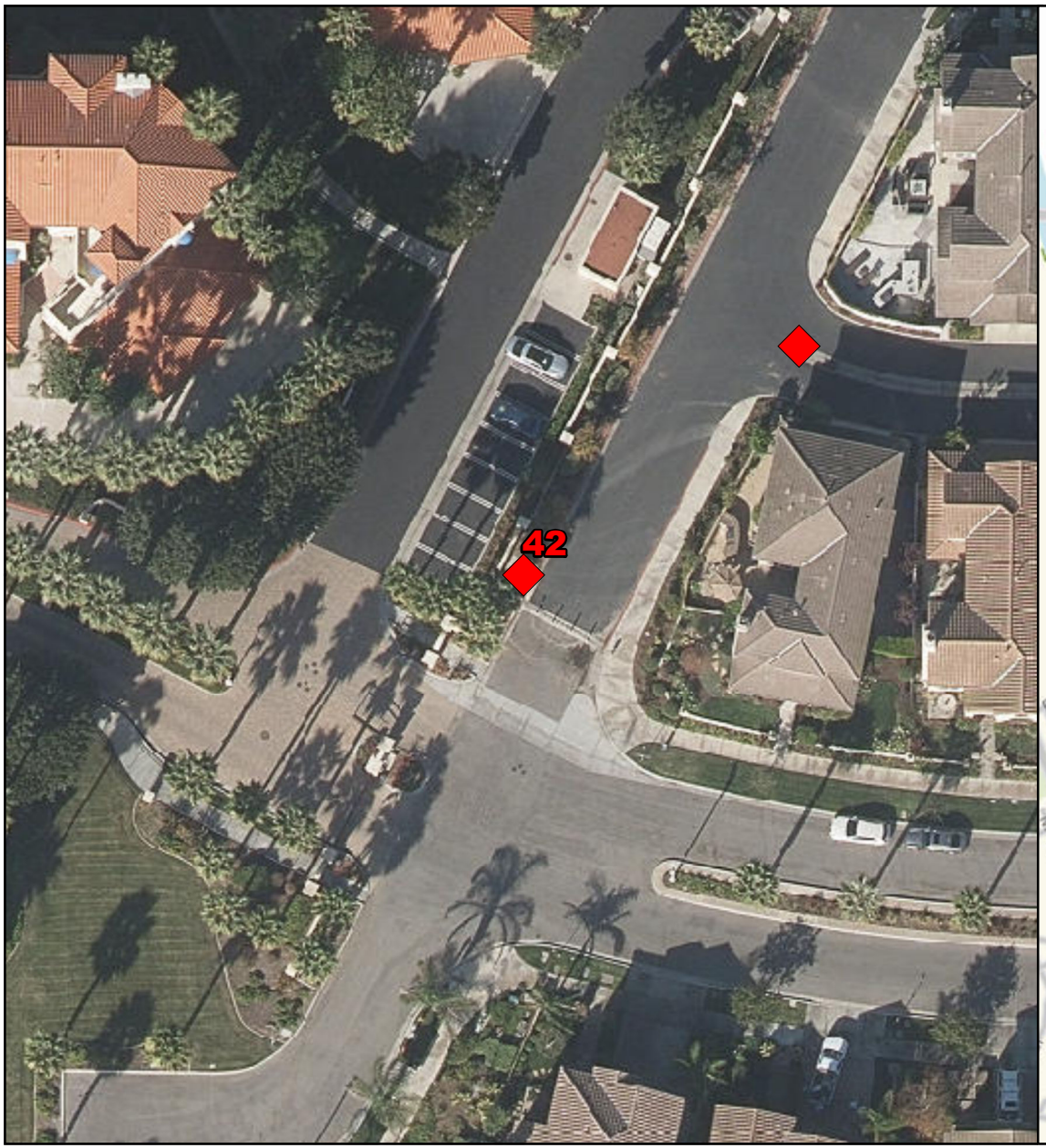
Legend

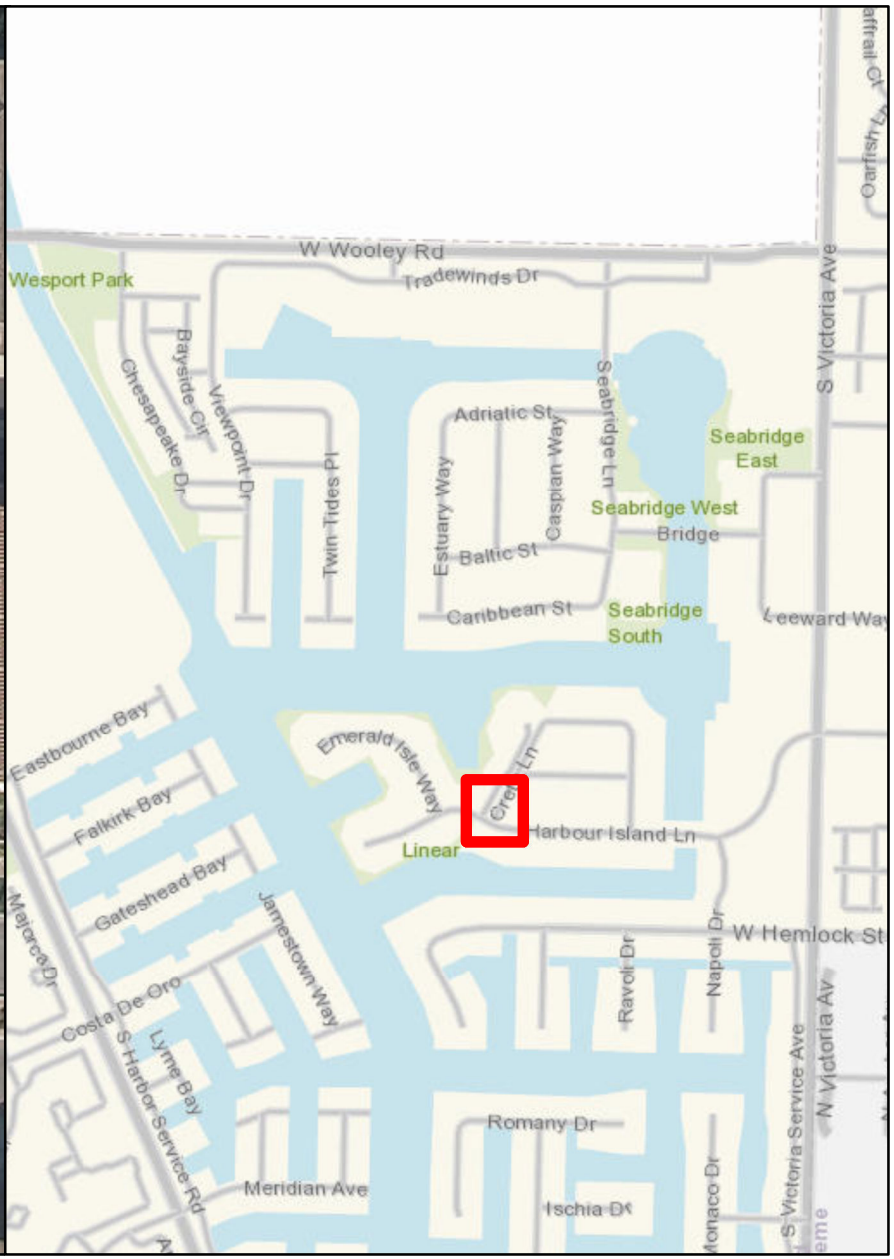
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 42





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

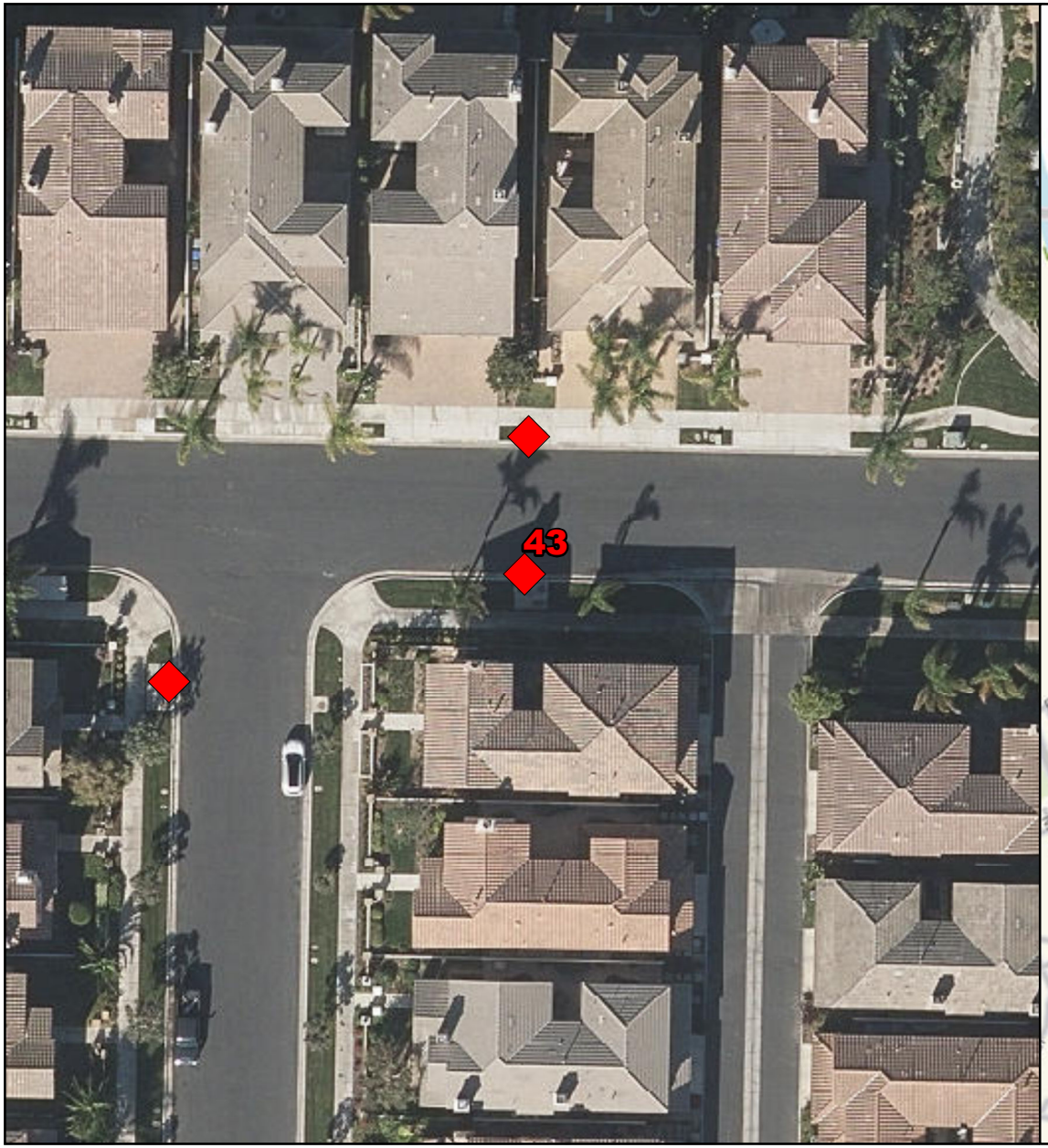
Legend

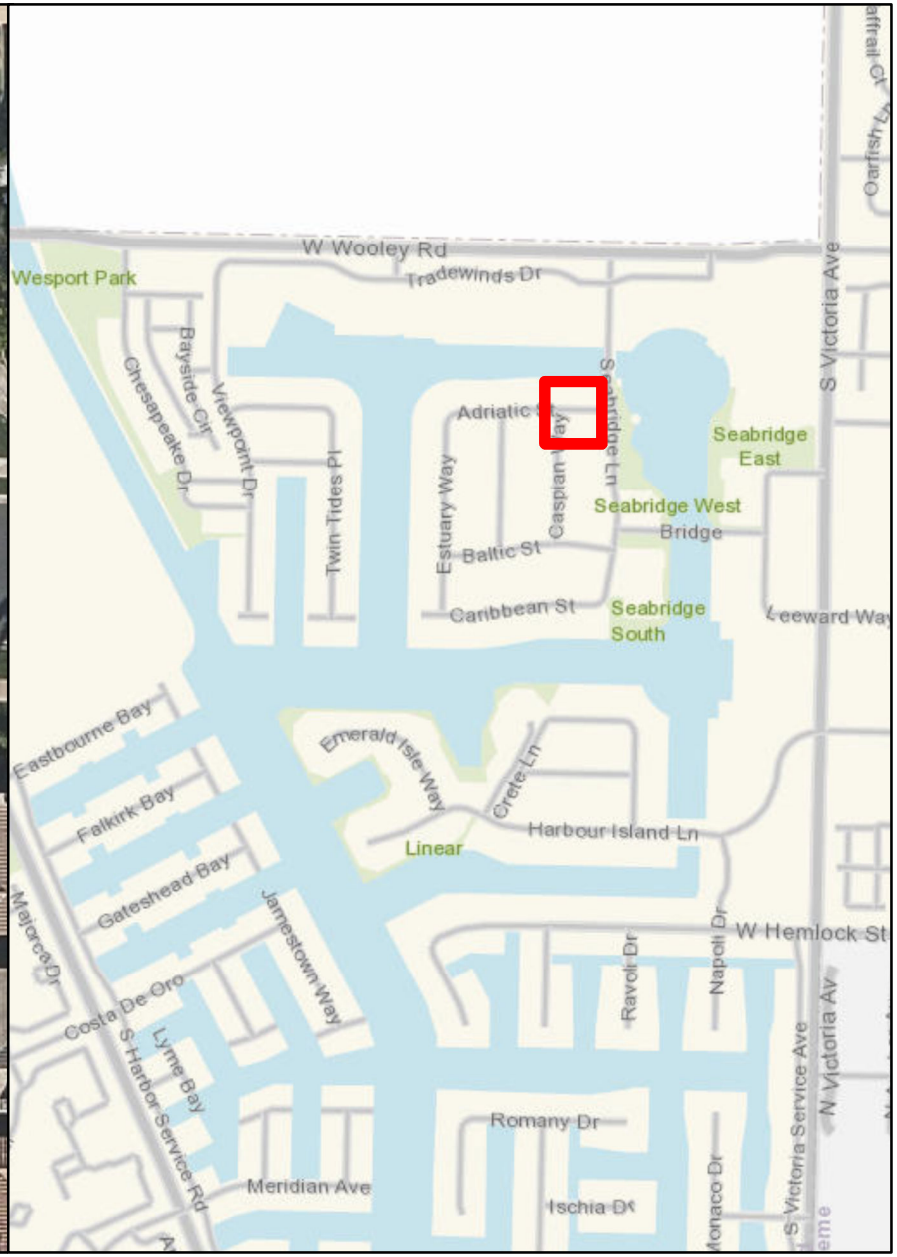
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 43





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

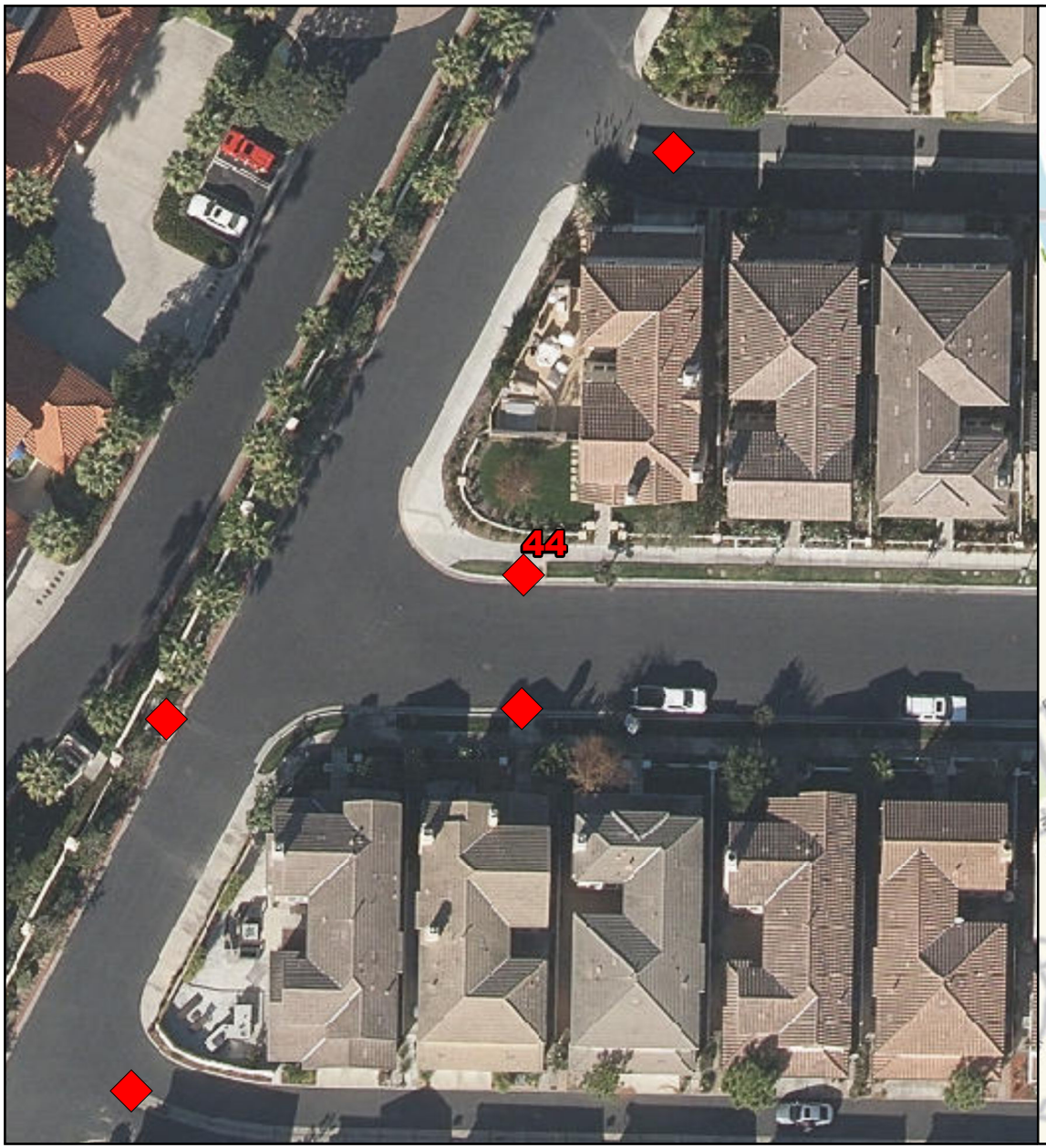
Legend

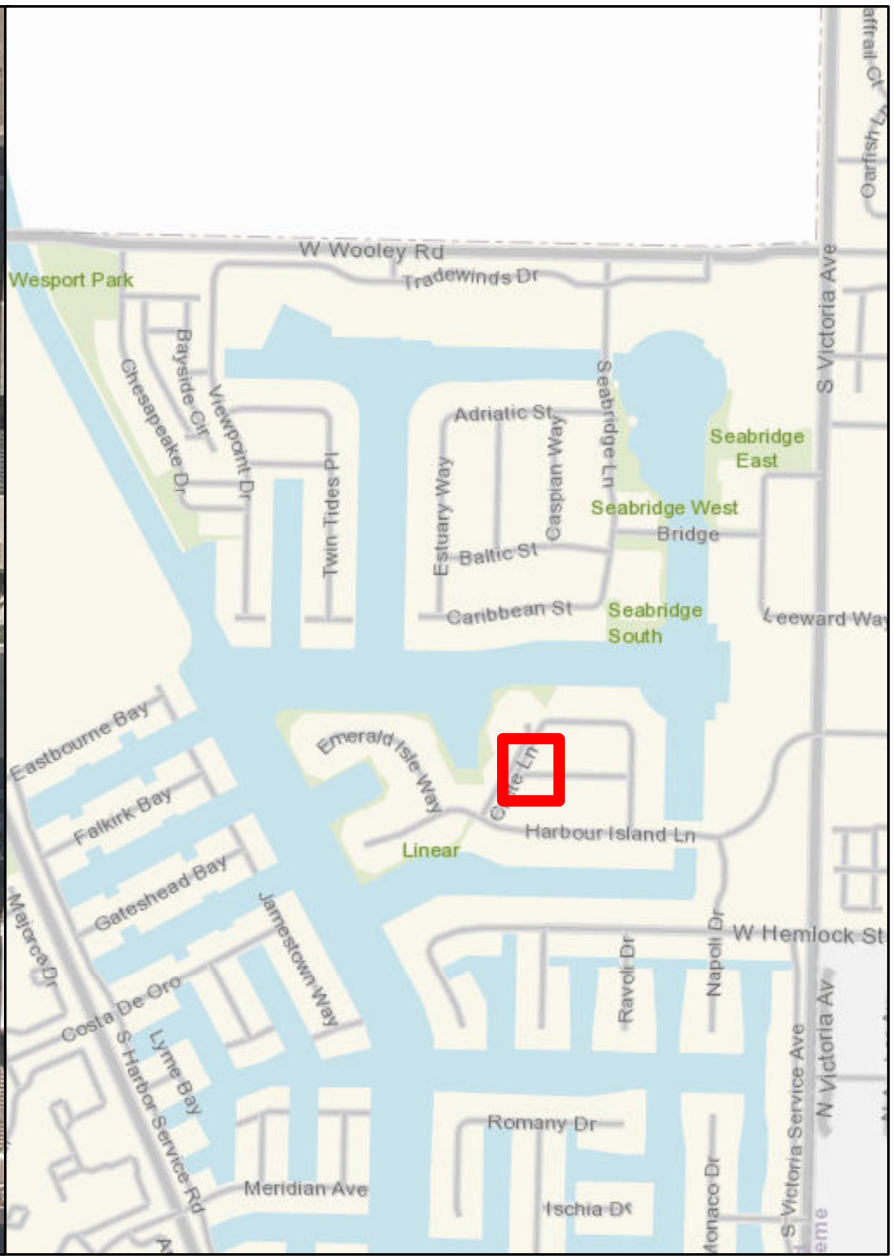
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 44





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

Legend

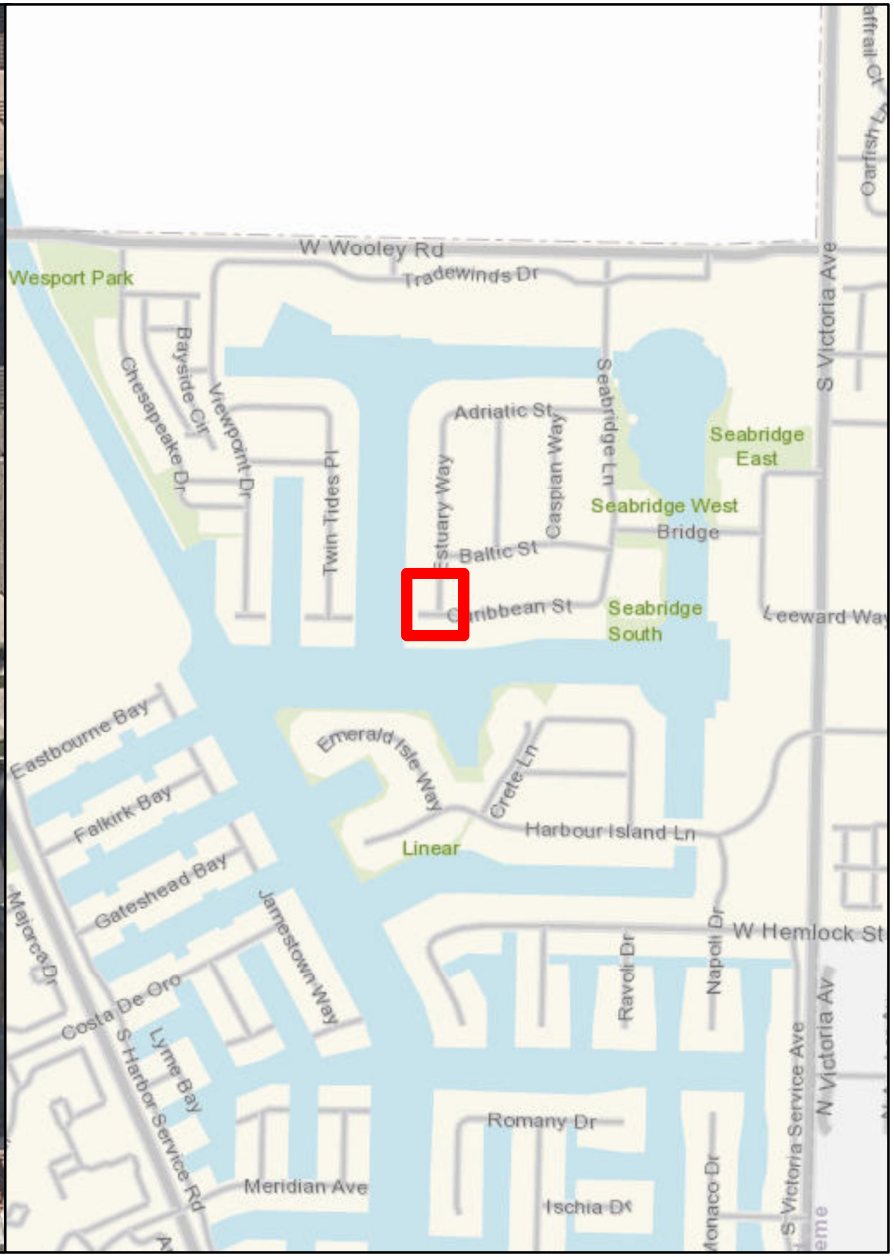
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 244

Filtration Unit No. 45





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

Legend

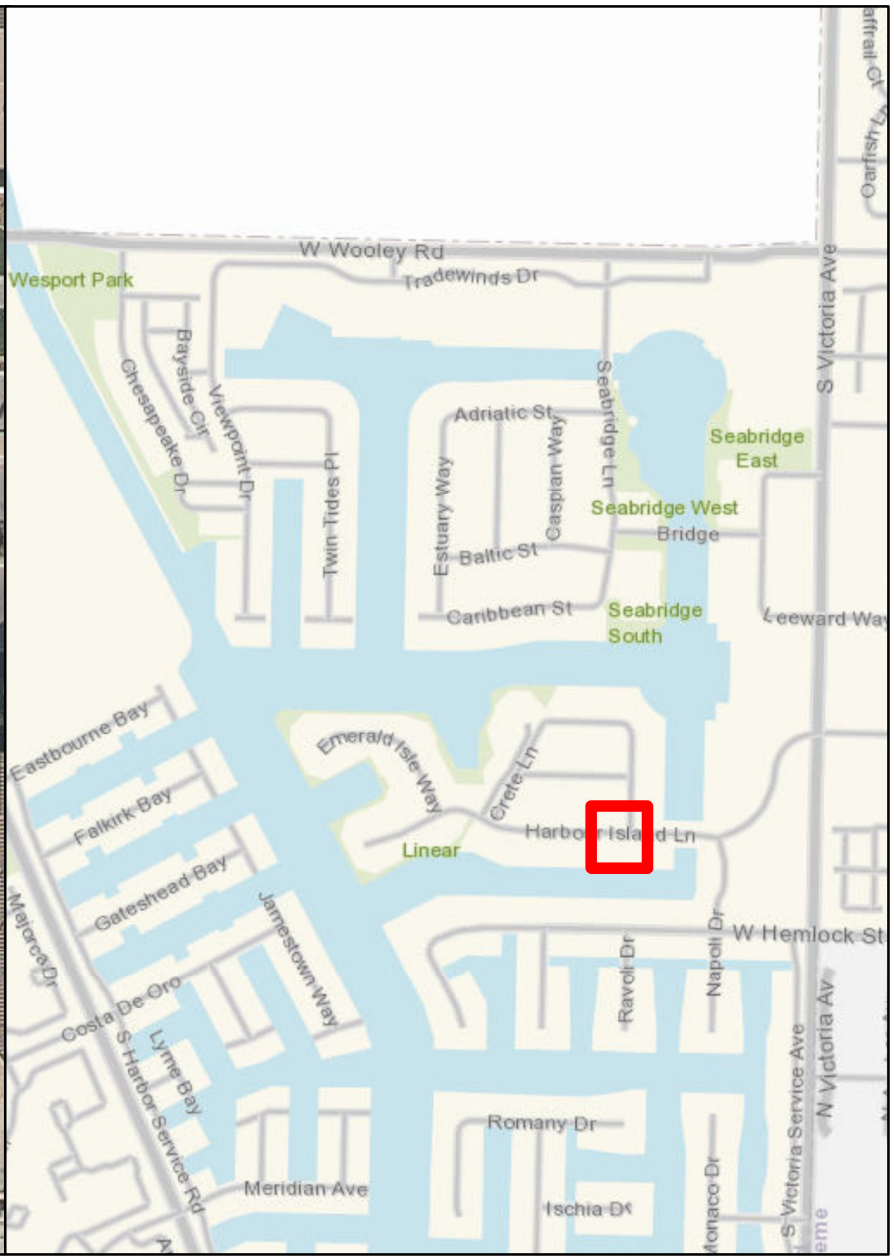
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 46





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

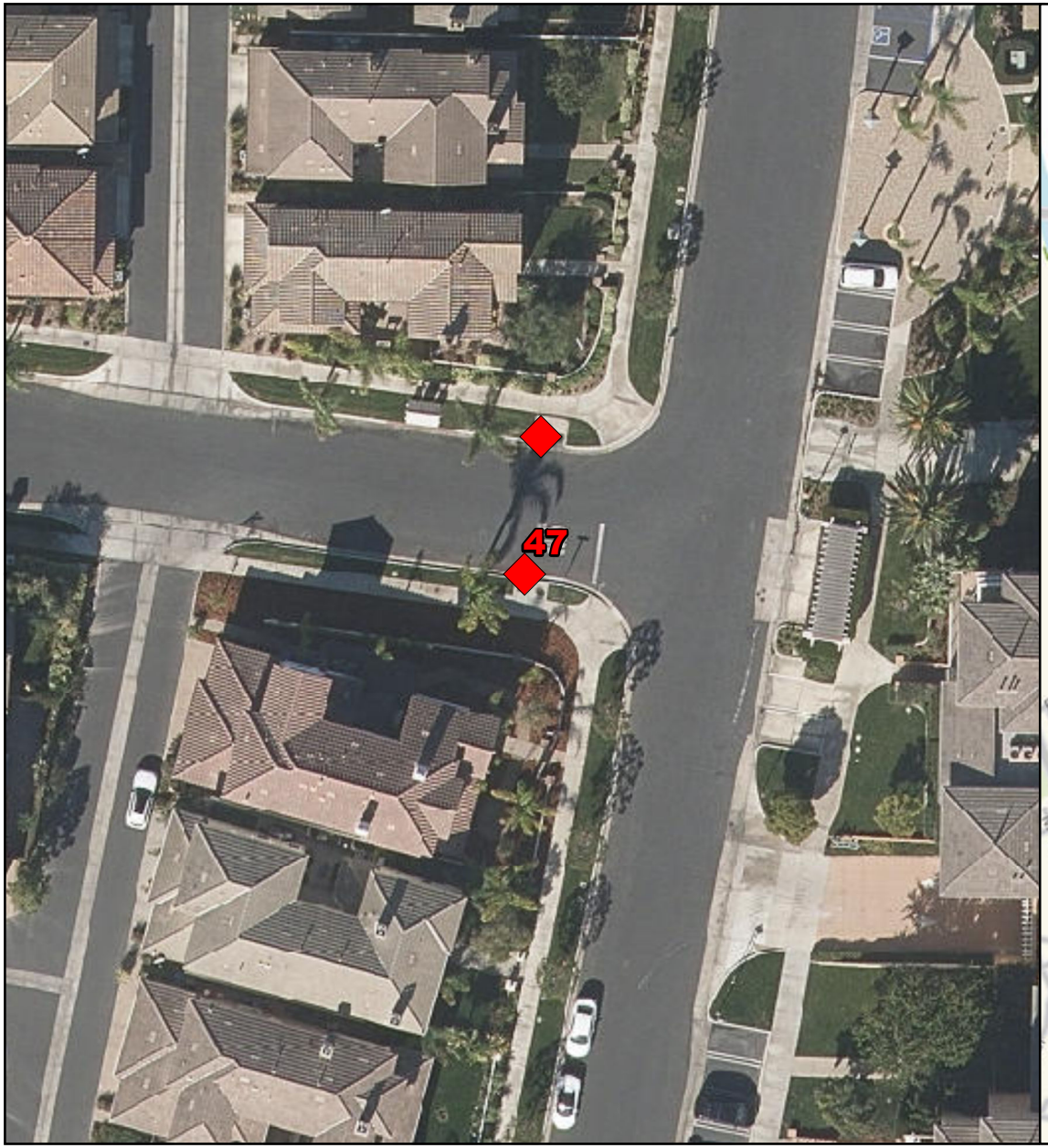
Legend

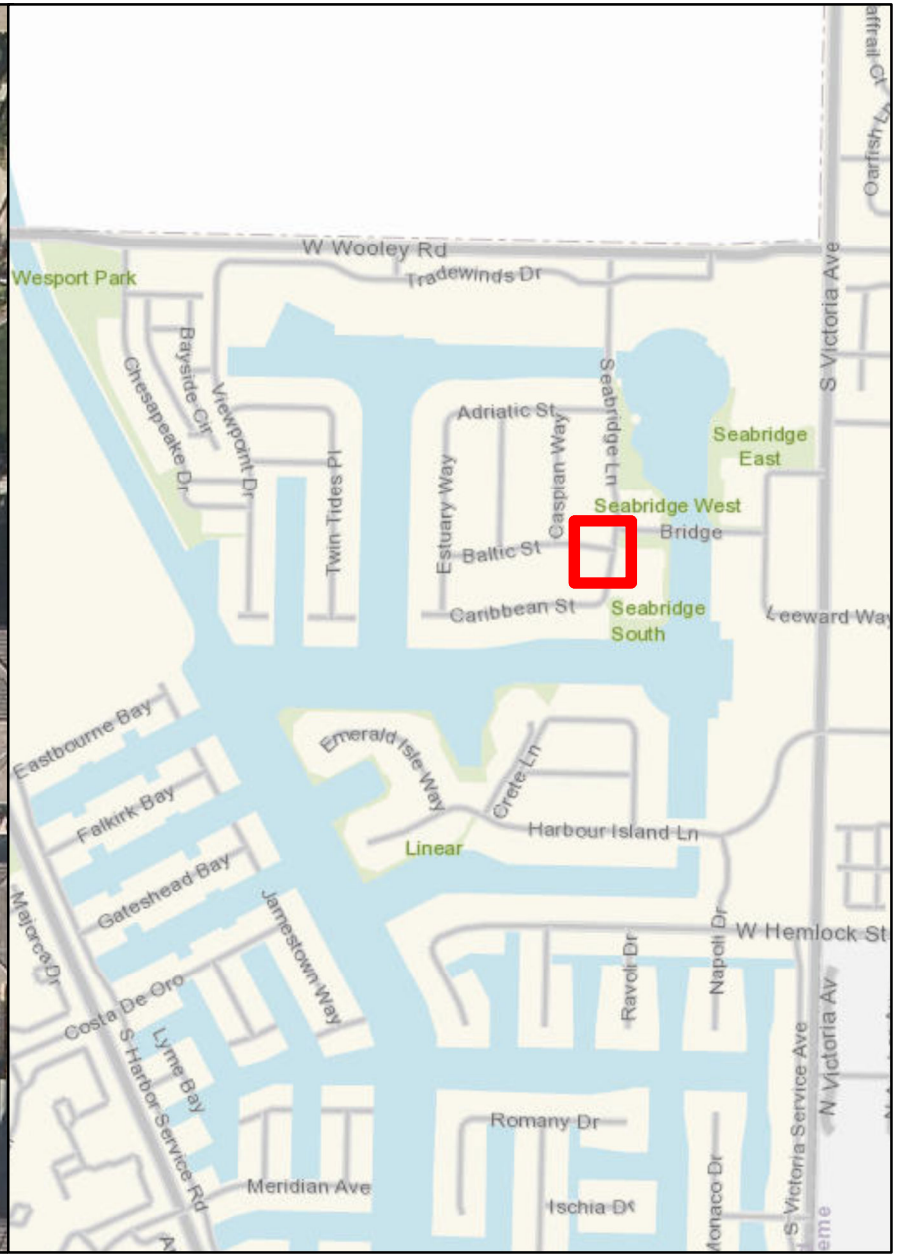
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 47





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

Legend

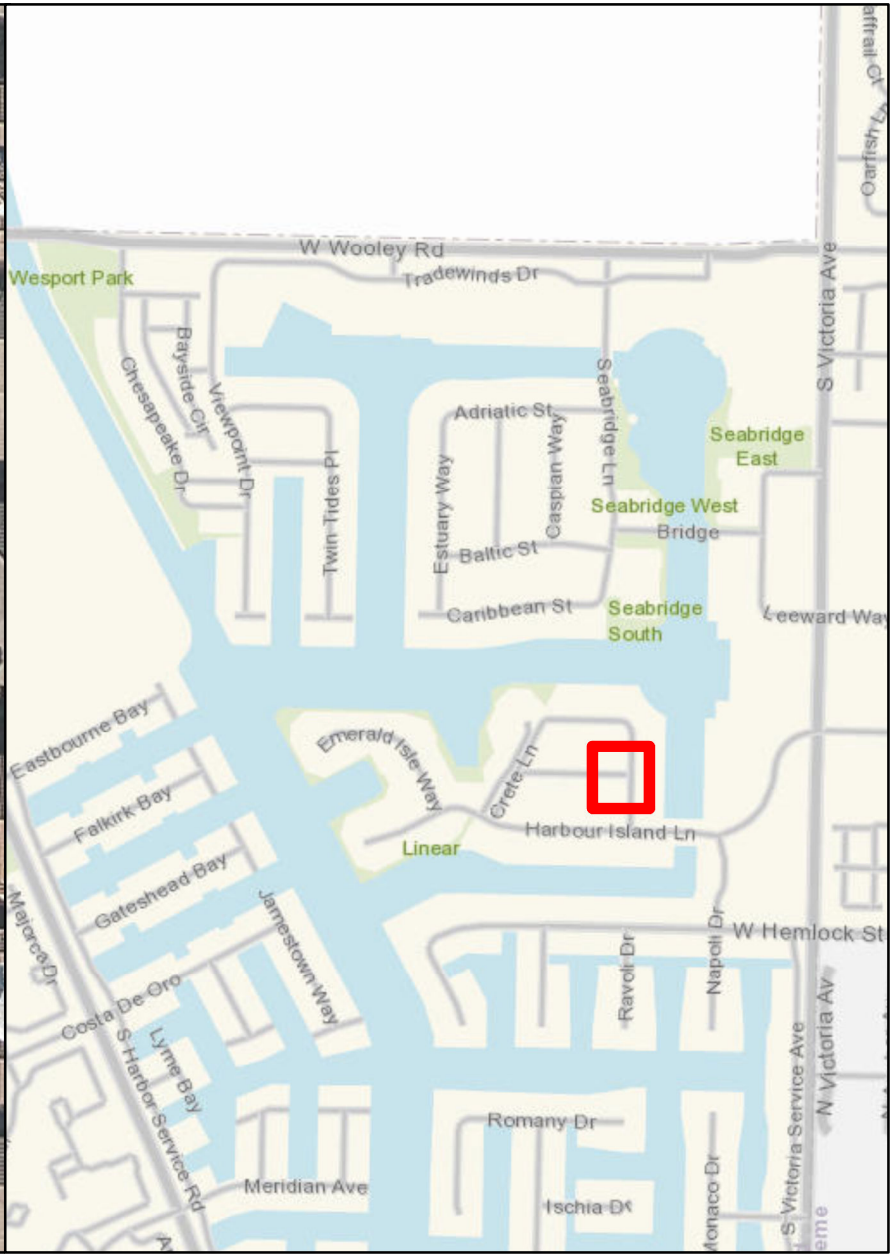
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 247

Filtration Unit No. 48





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

Legend

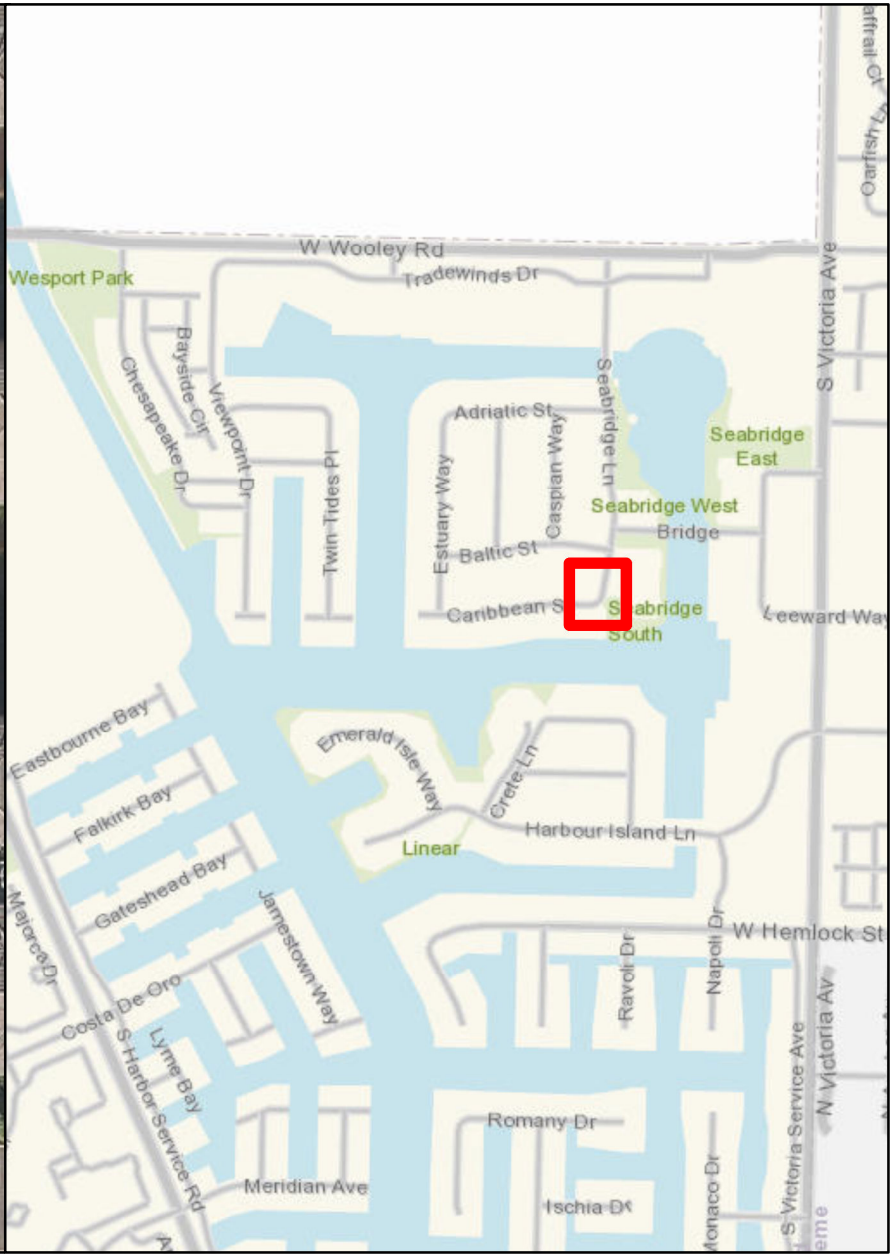
Filtration Unit

0 15 30 60 90 120 Feet

N
W E
S

Filtration Unit No. 49





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 12

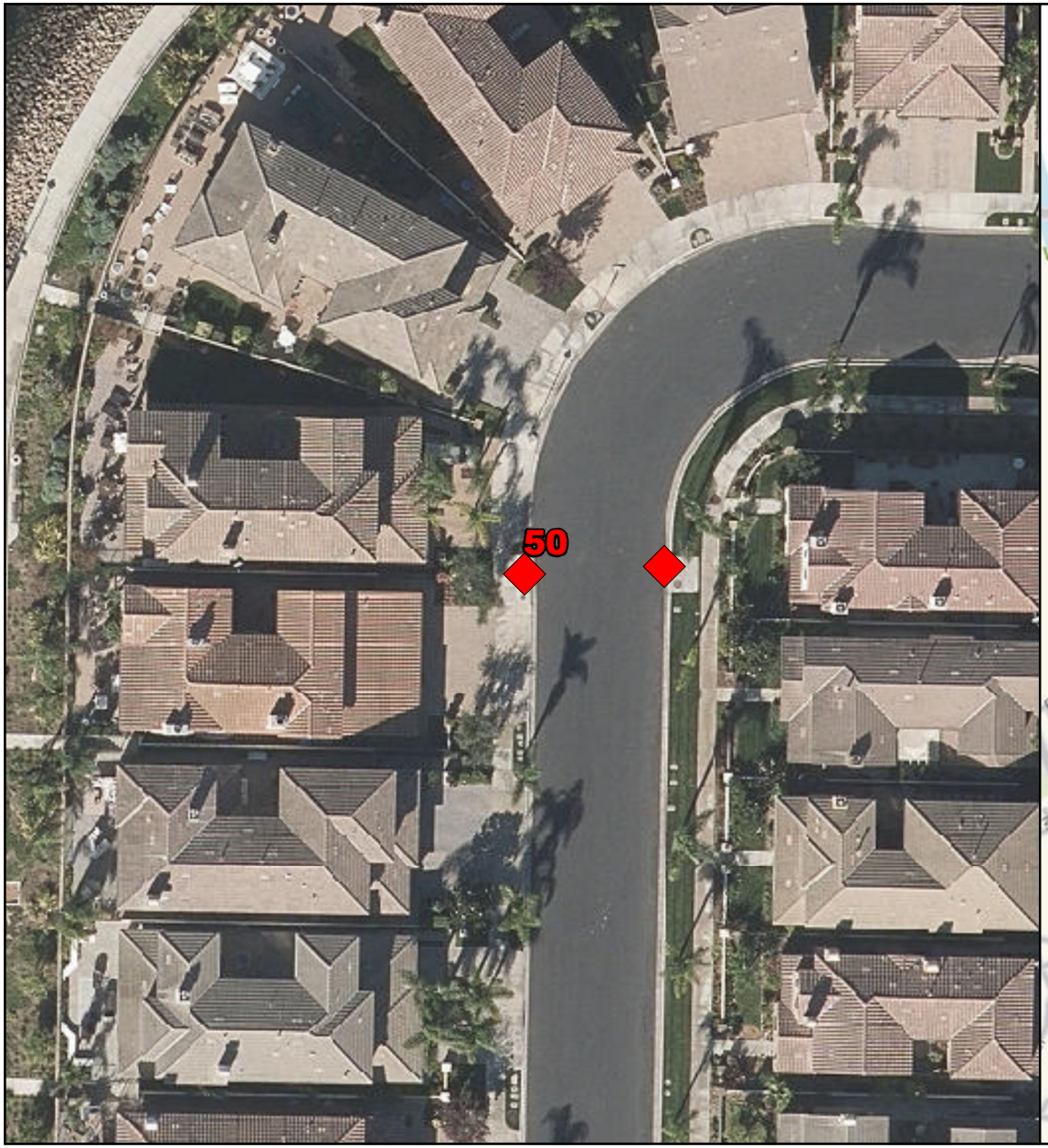
Legend

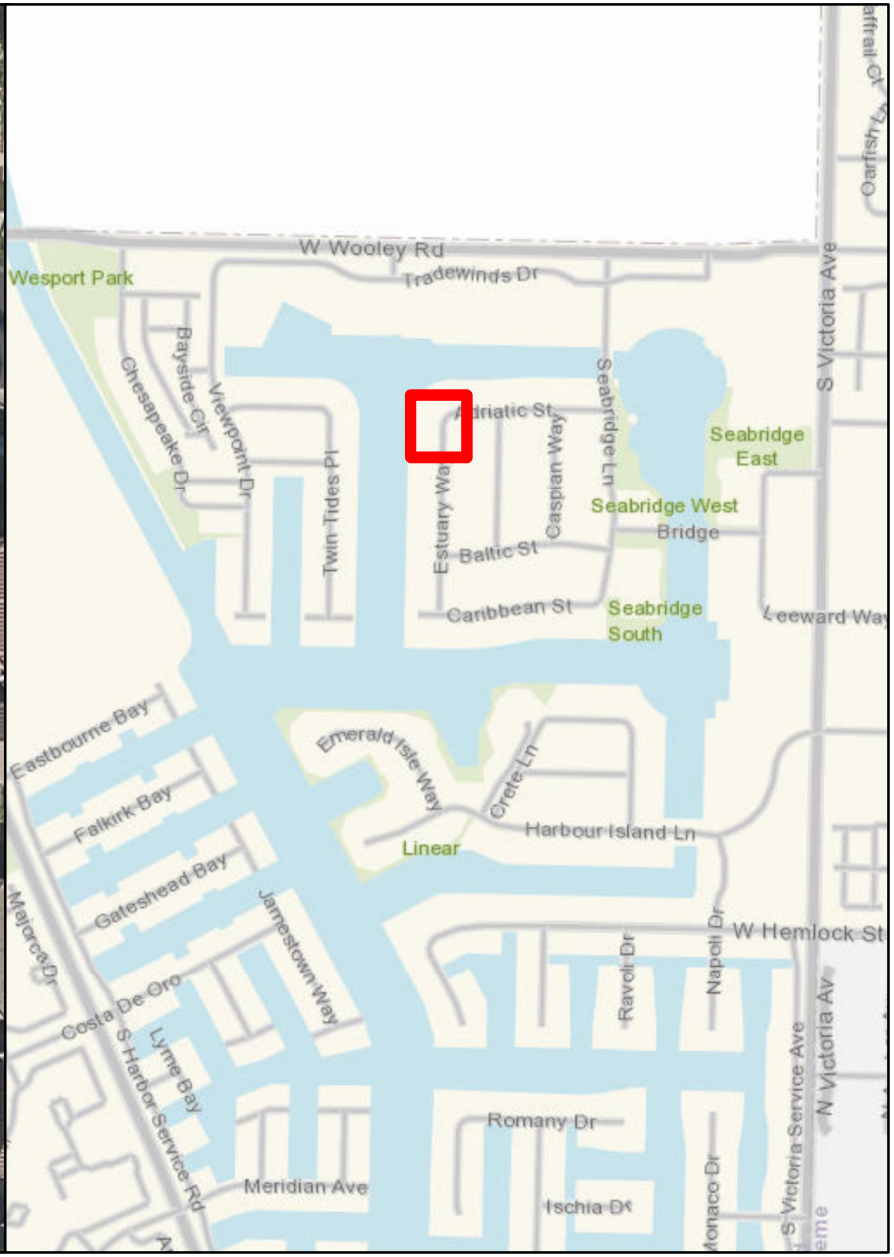
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 50





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

Legend

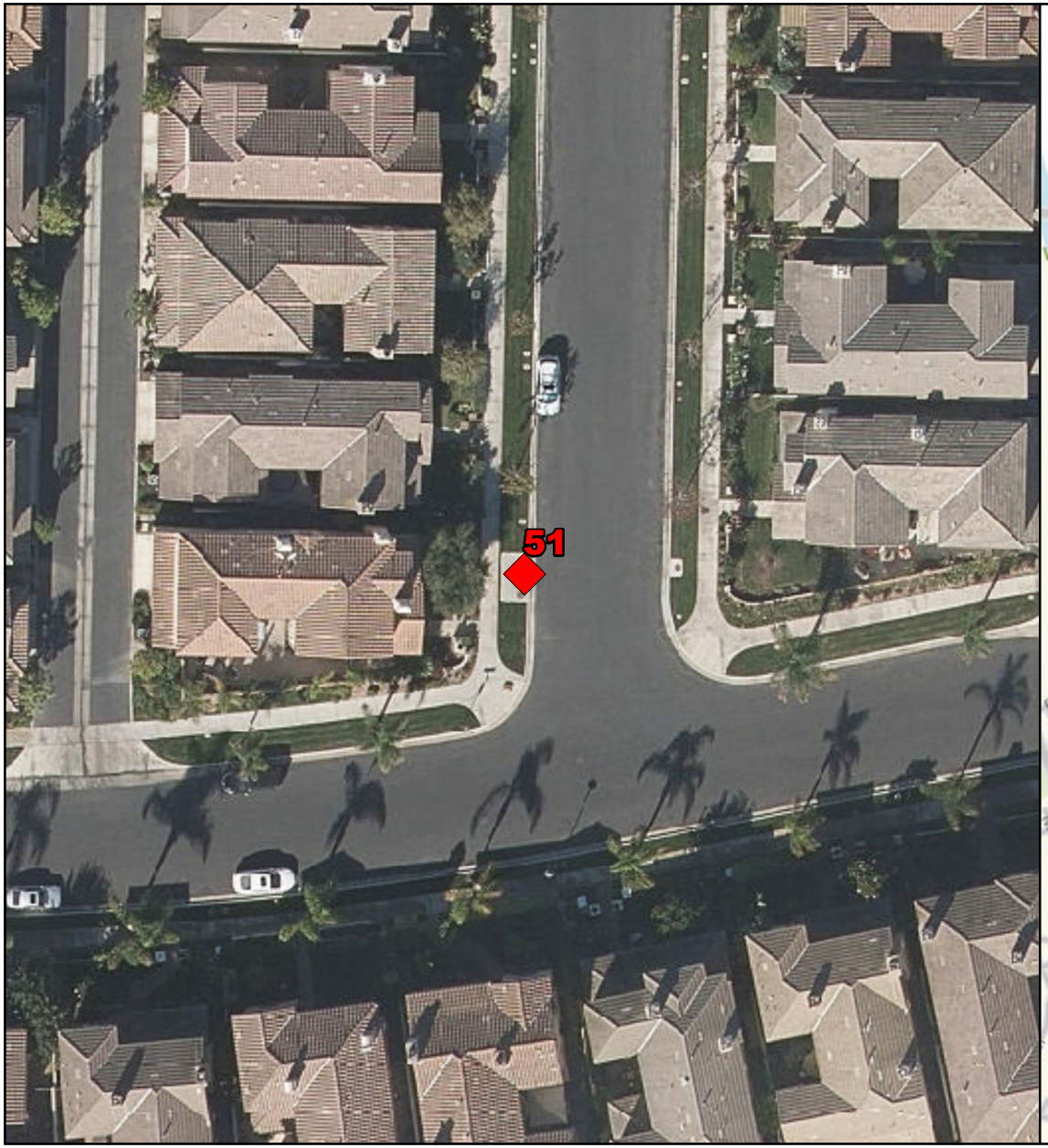
Filtration Unit

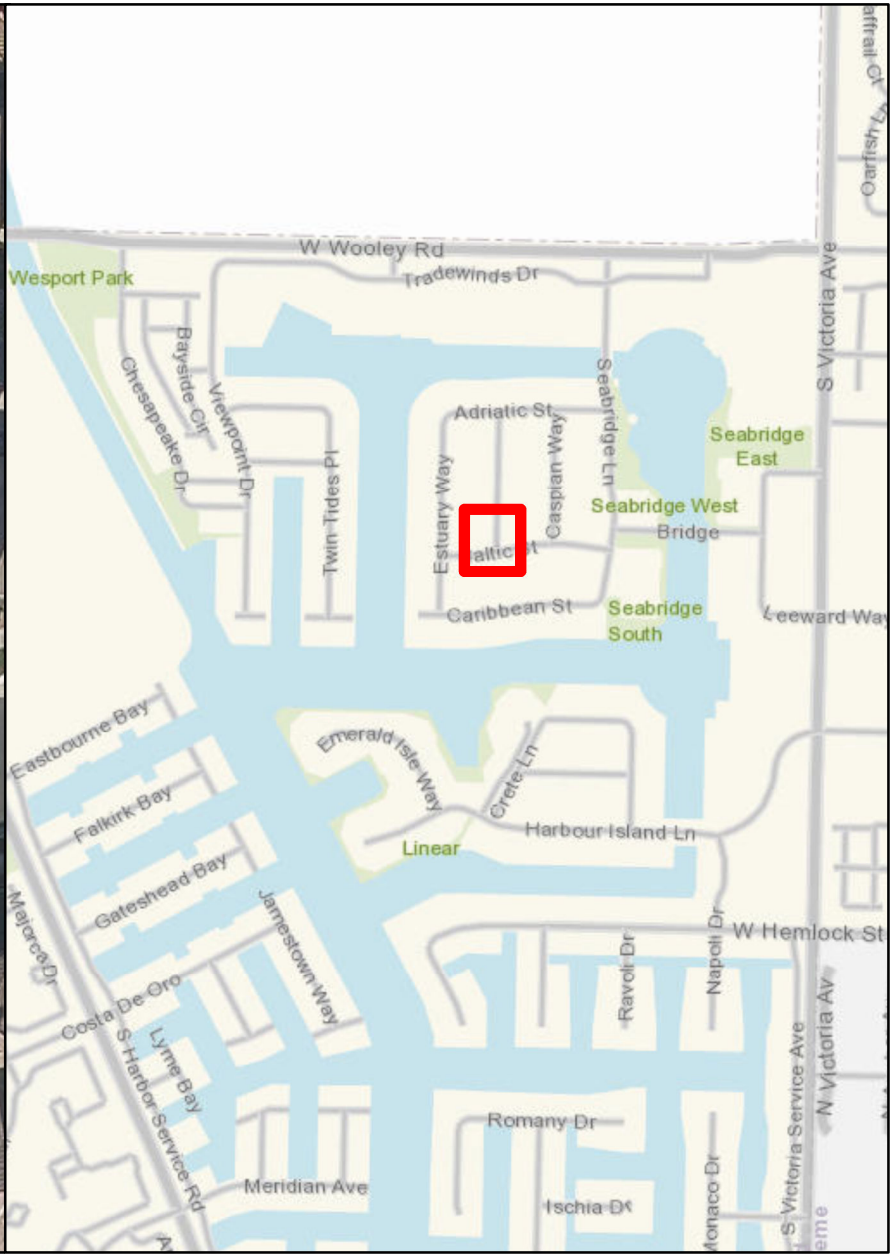
0 15 30 60 90 120 Feet

N W E S

250

Filtration Unit No. 51





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 8

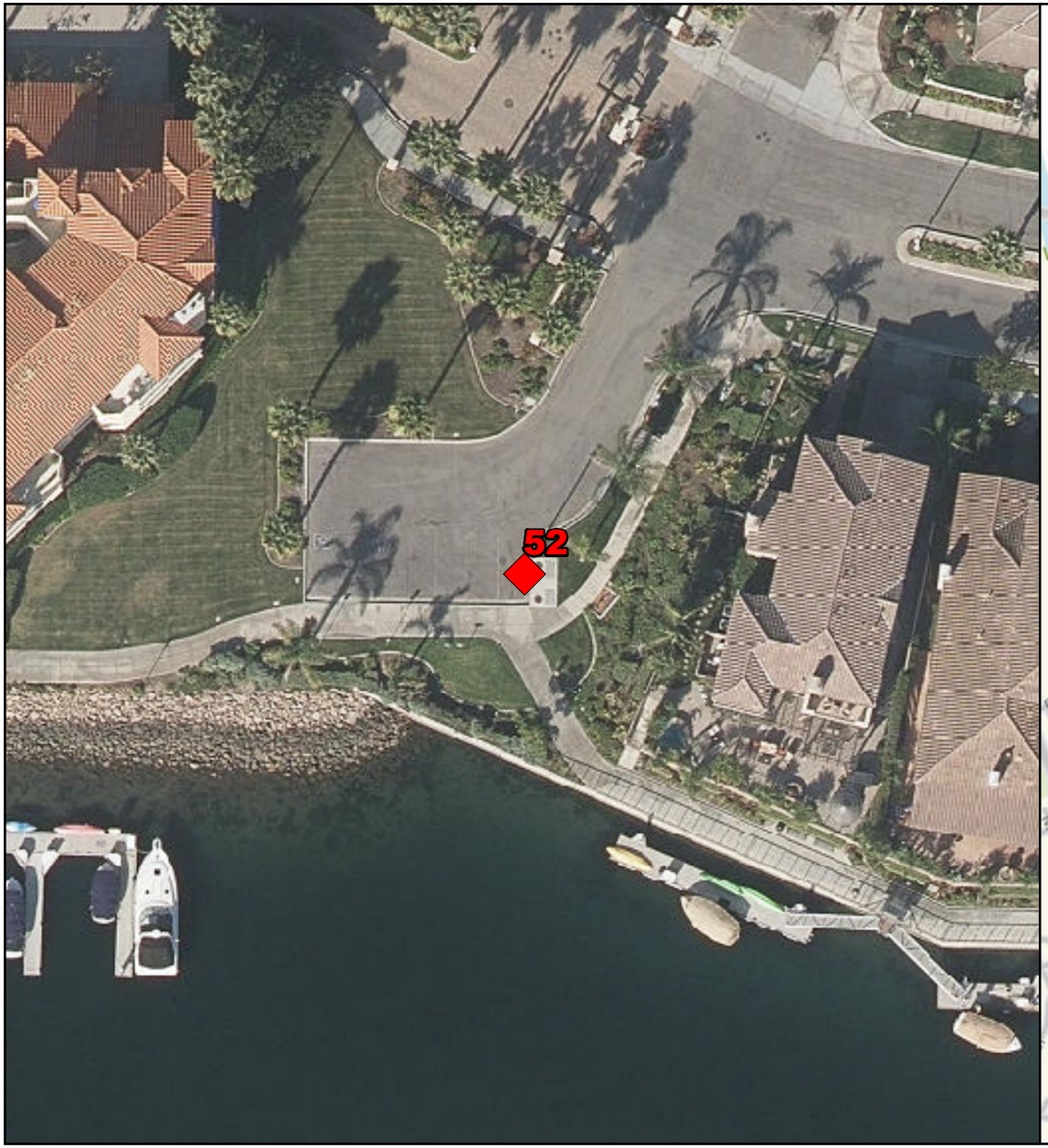
Legend

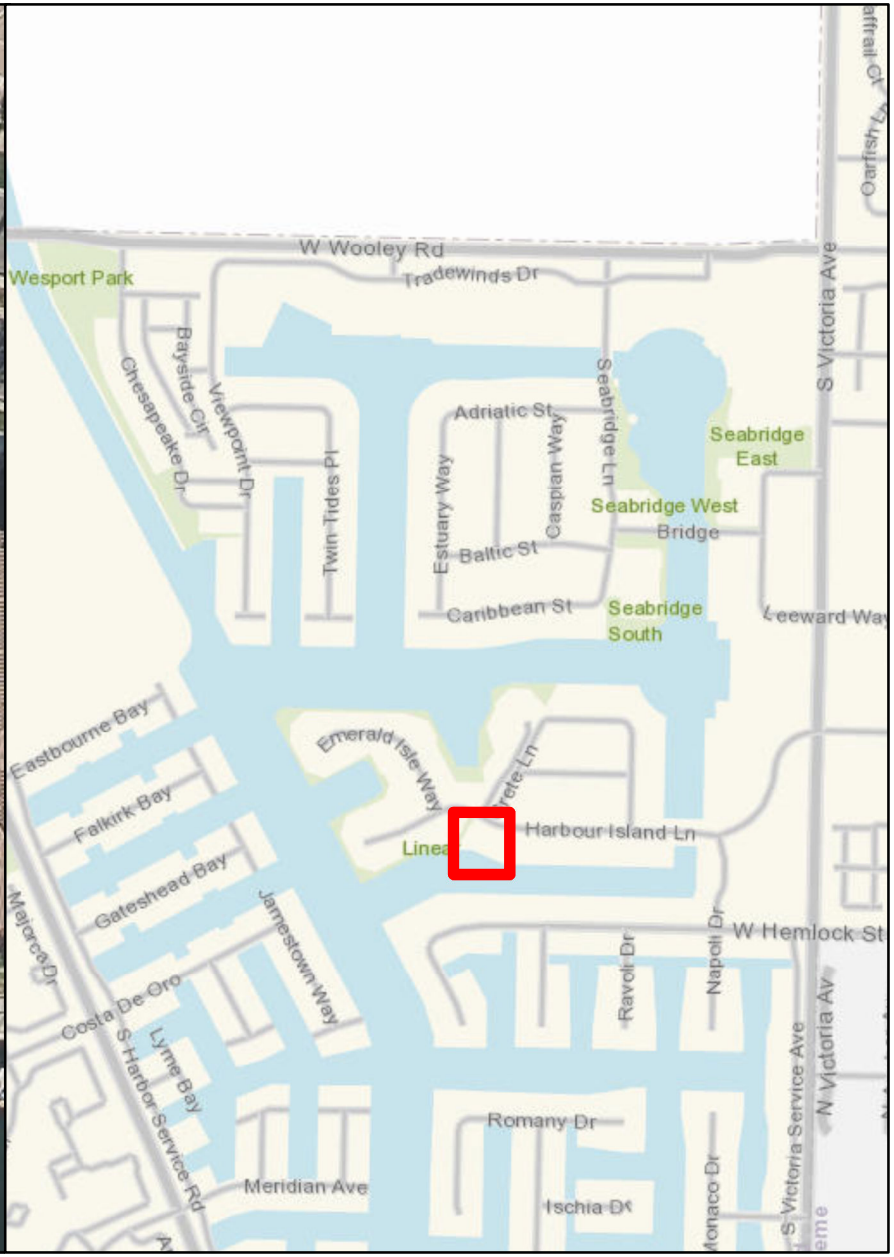
Filtration Unit

0 15 30 60 90 120 Feet

N
W E
S

Filtration Unit No. 52





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

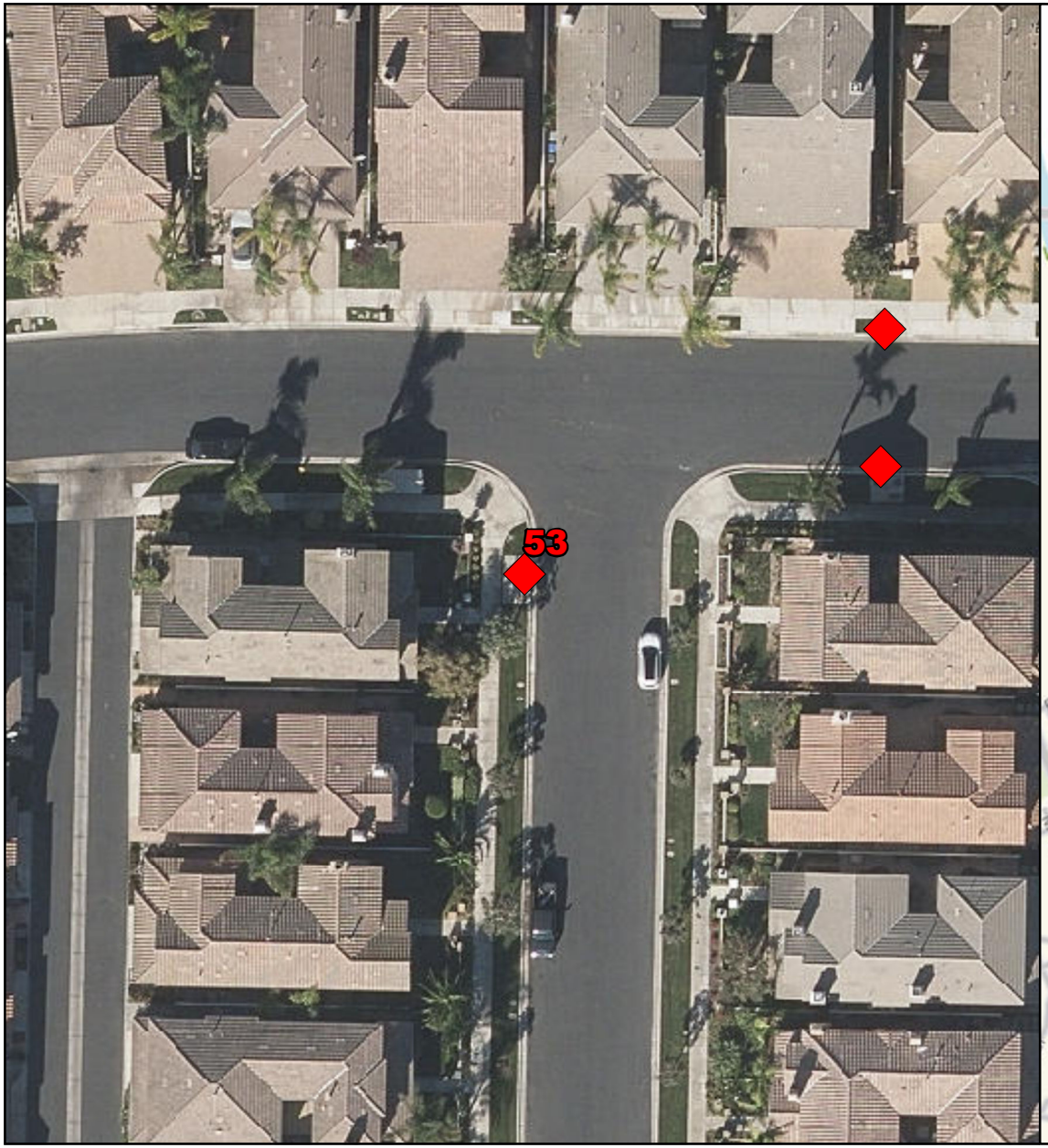
Legend

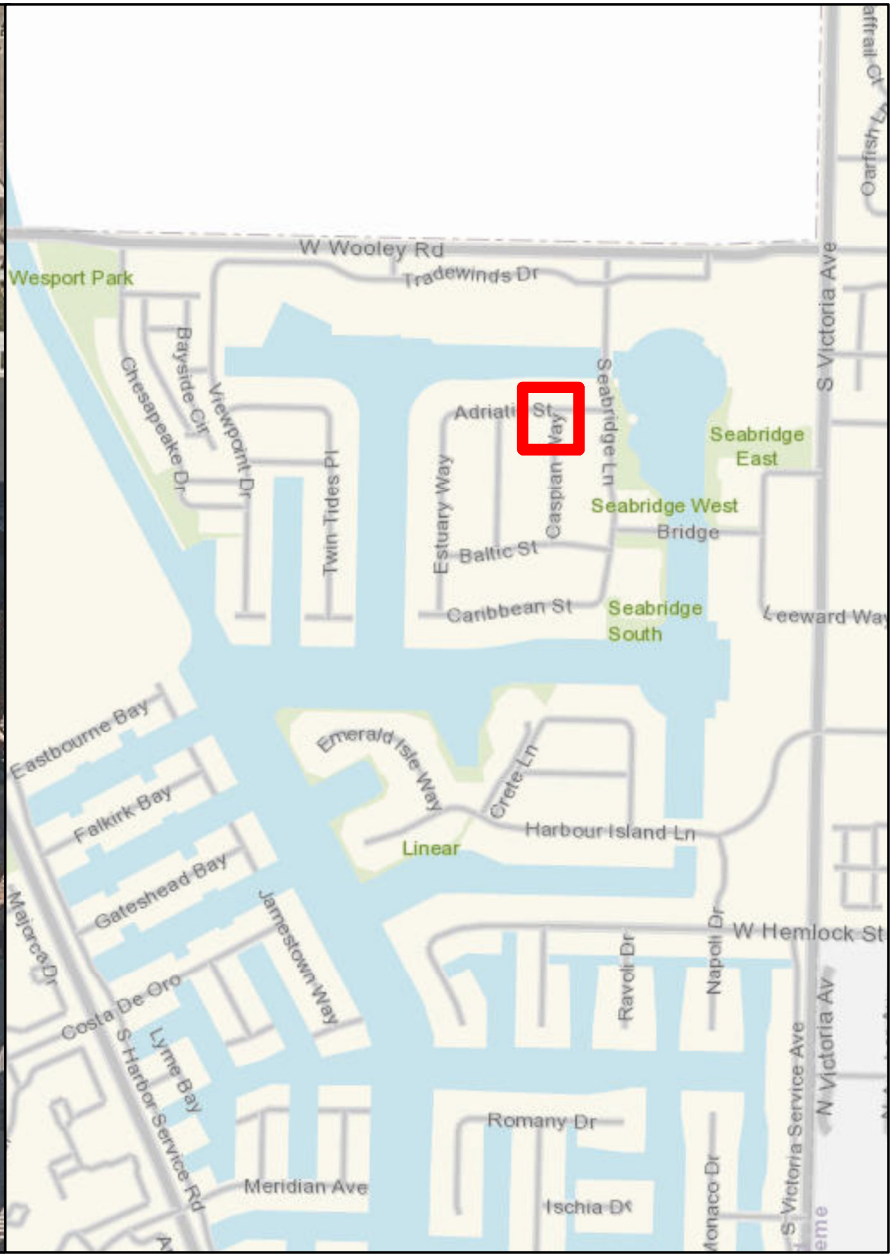
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 53





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 12

Legend

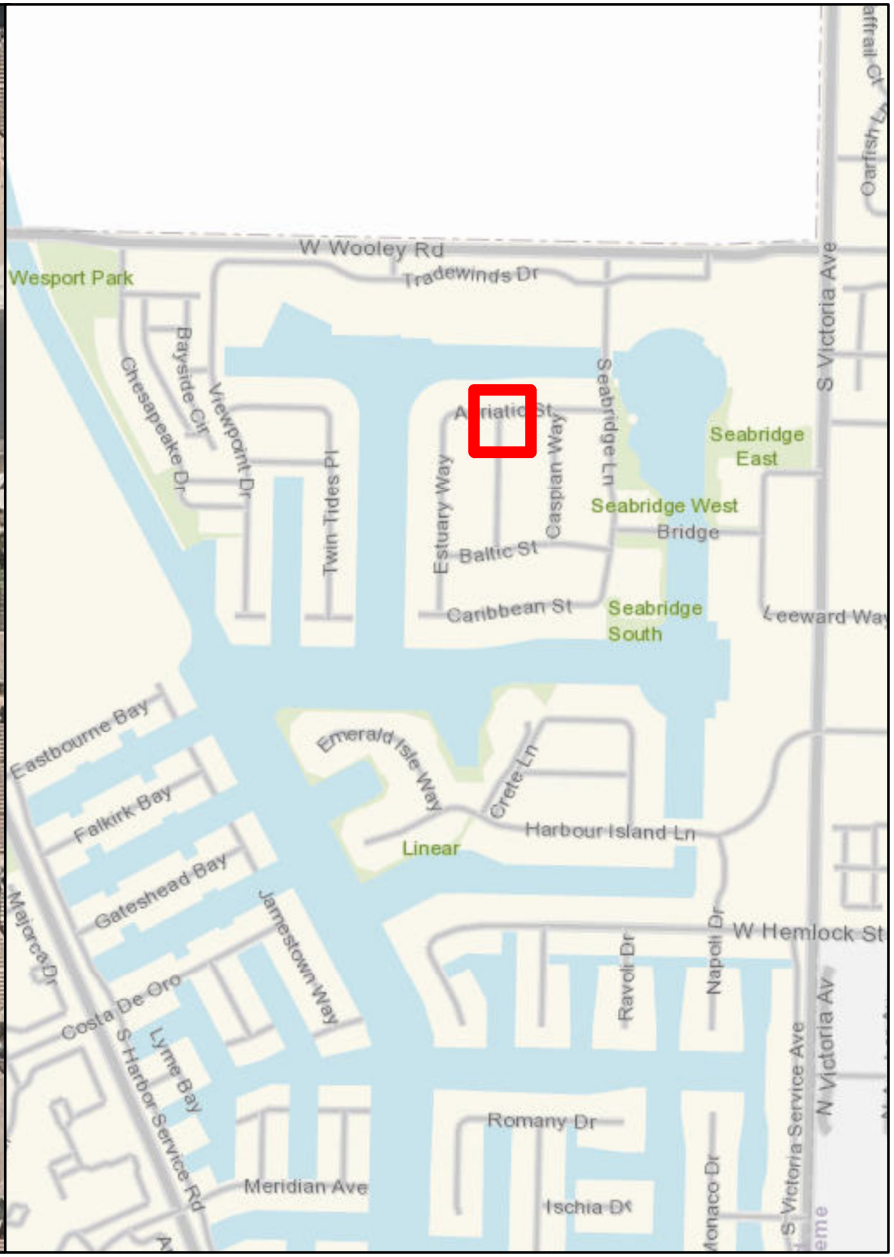
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 54





STORMFILTER CATCHBASIN - 6'X15'

Number of Cartridges is 12

Legend

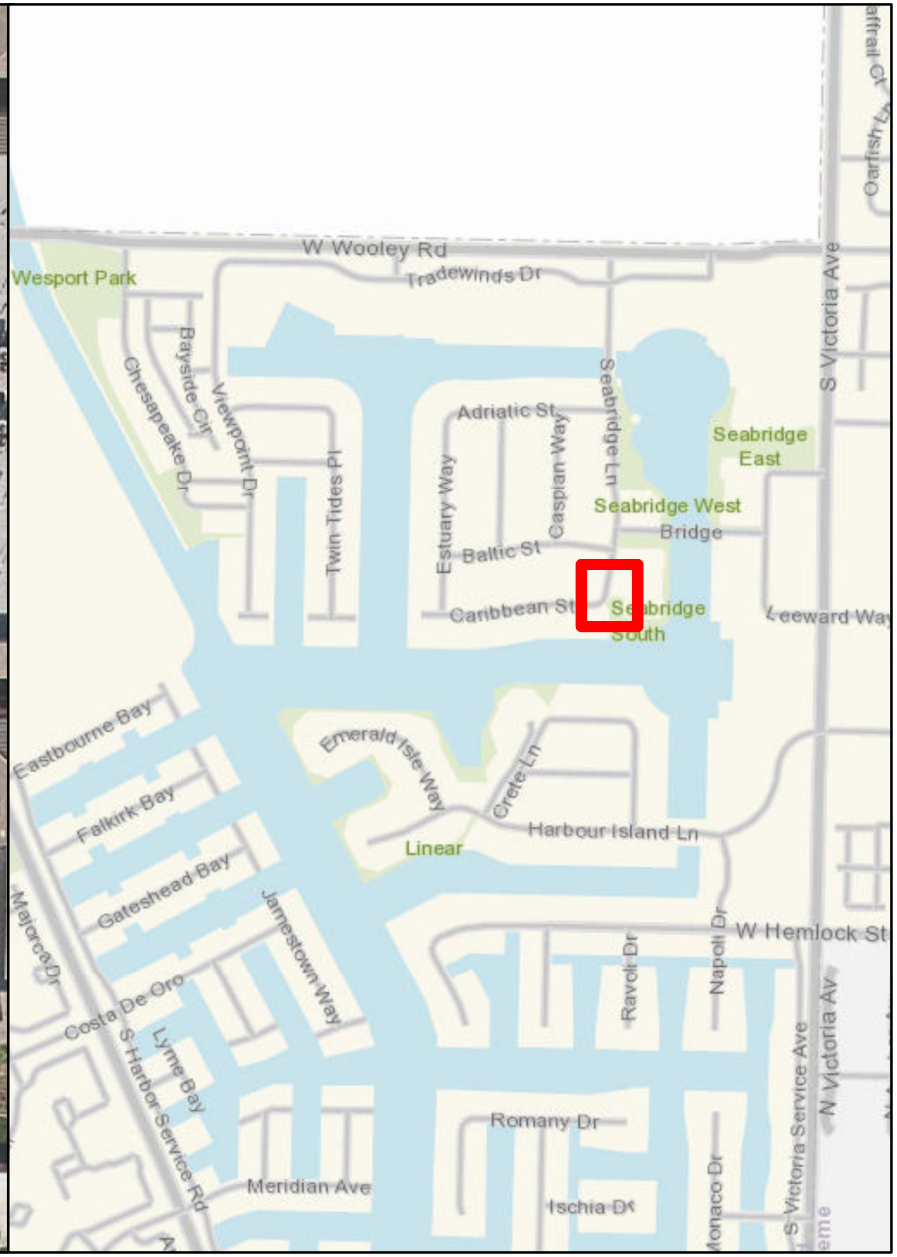
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 55





STORMFILTER CATCHBASIN - 6'X15'

Number of Cartridges is 14

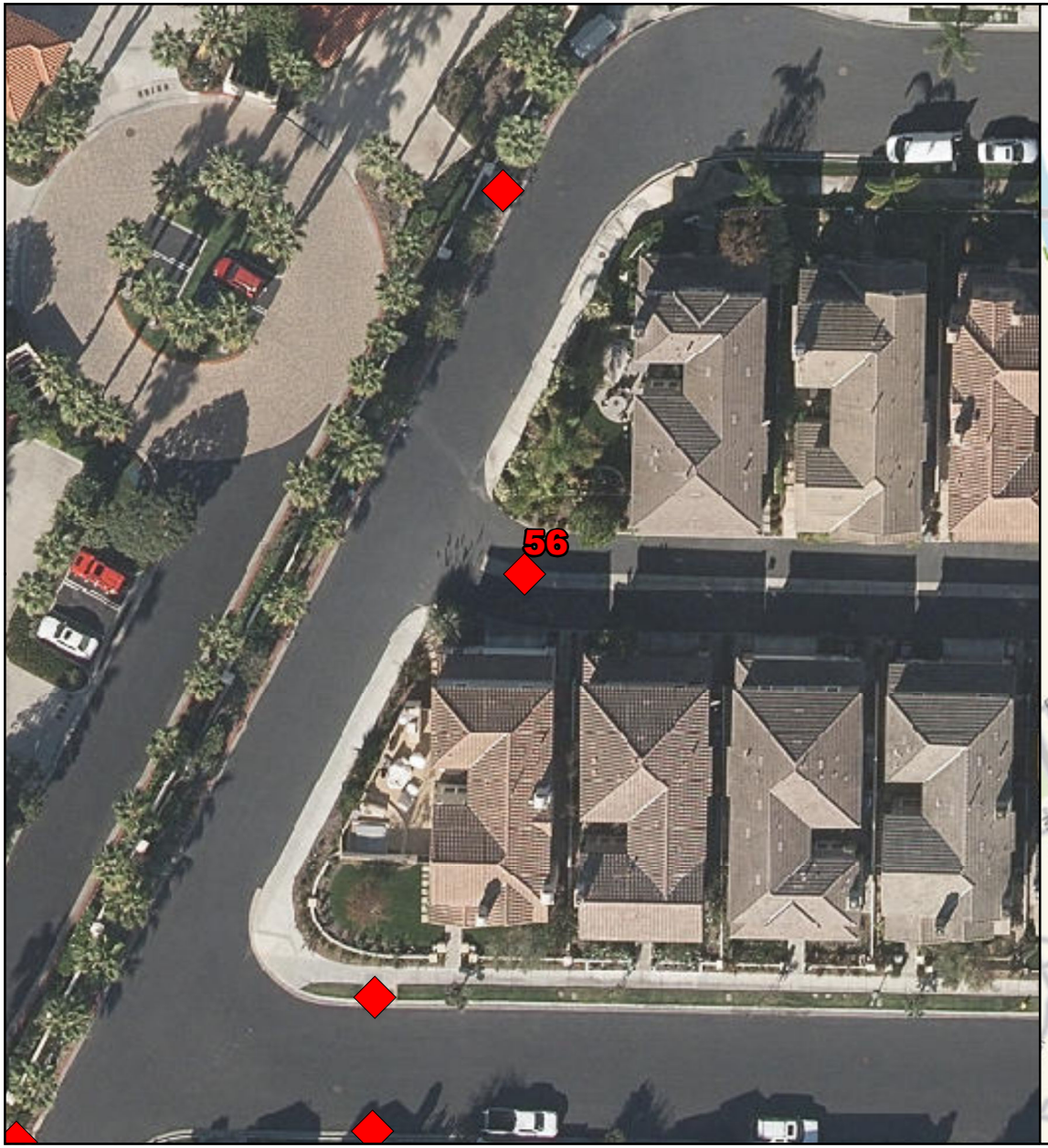
Legend

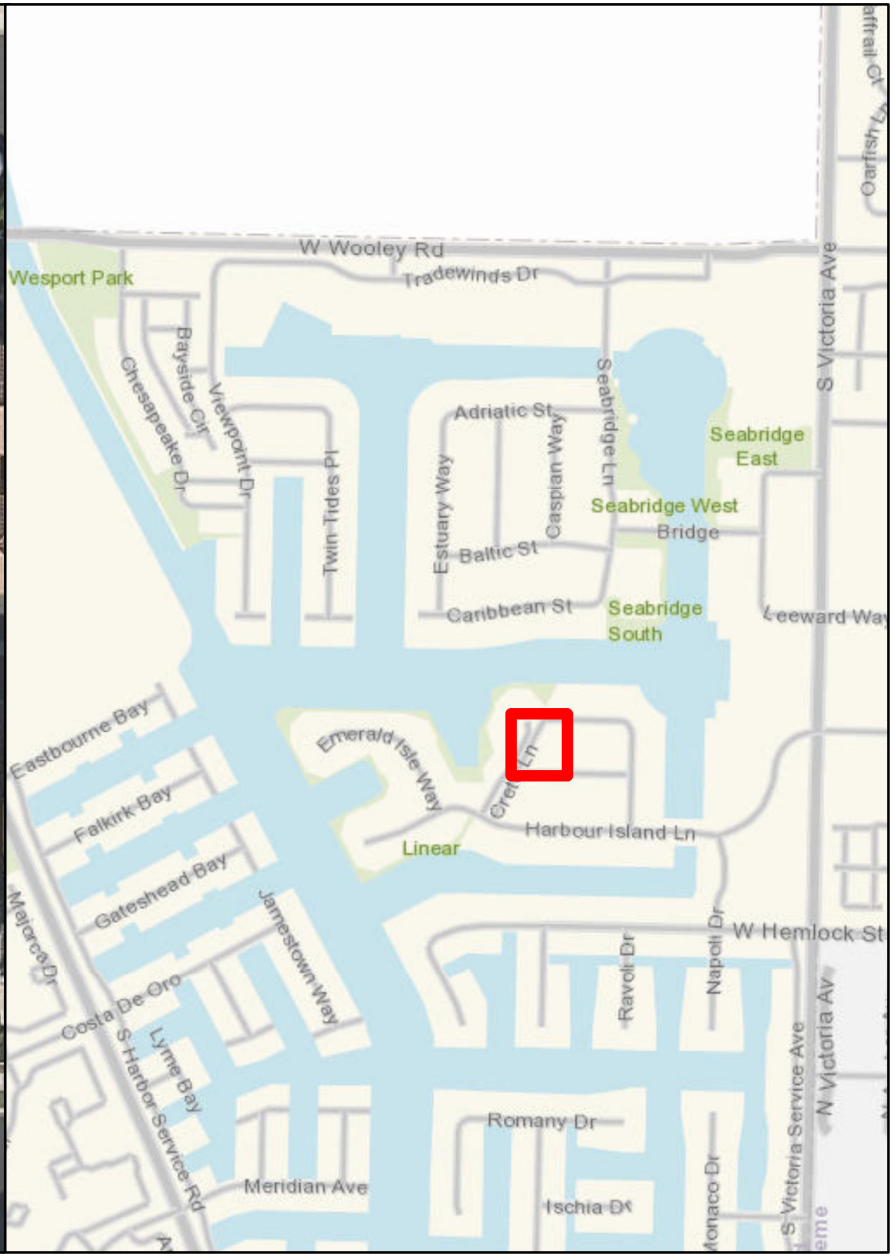
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 56





STORMFILTER MH WITH GRATED LID

Number of Cartridges is 2

Legend

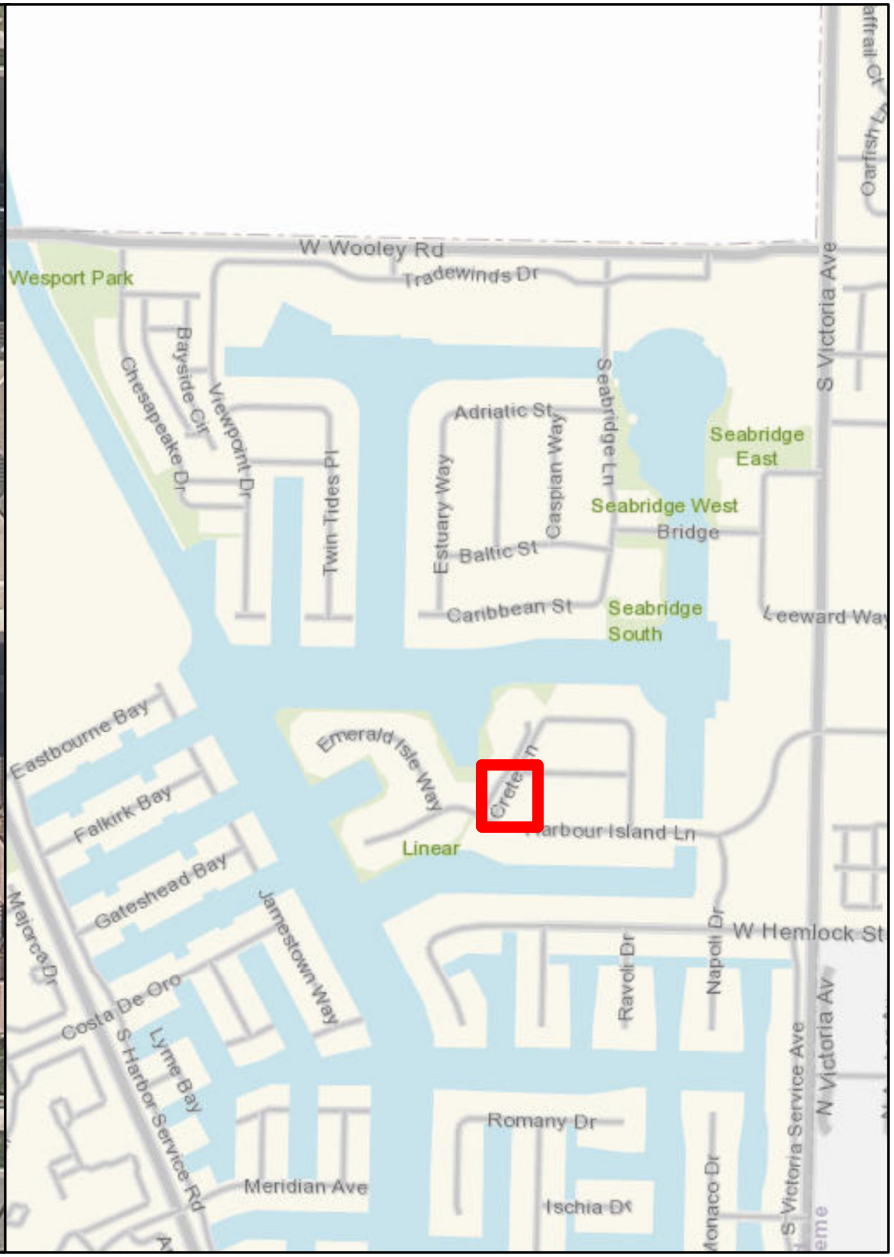
Filtration Unit

0 15 30 60 90 120 Feet

N
W E
S

Filtration Unit No. 57





STORMFILTER MH WITH GRATED LID

Number of Cartridges is 2

Legend

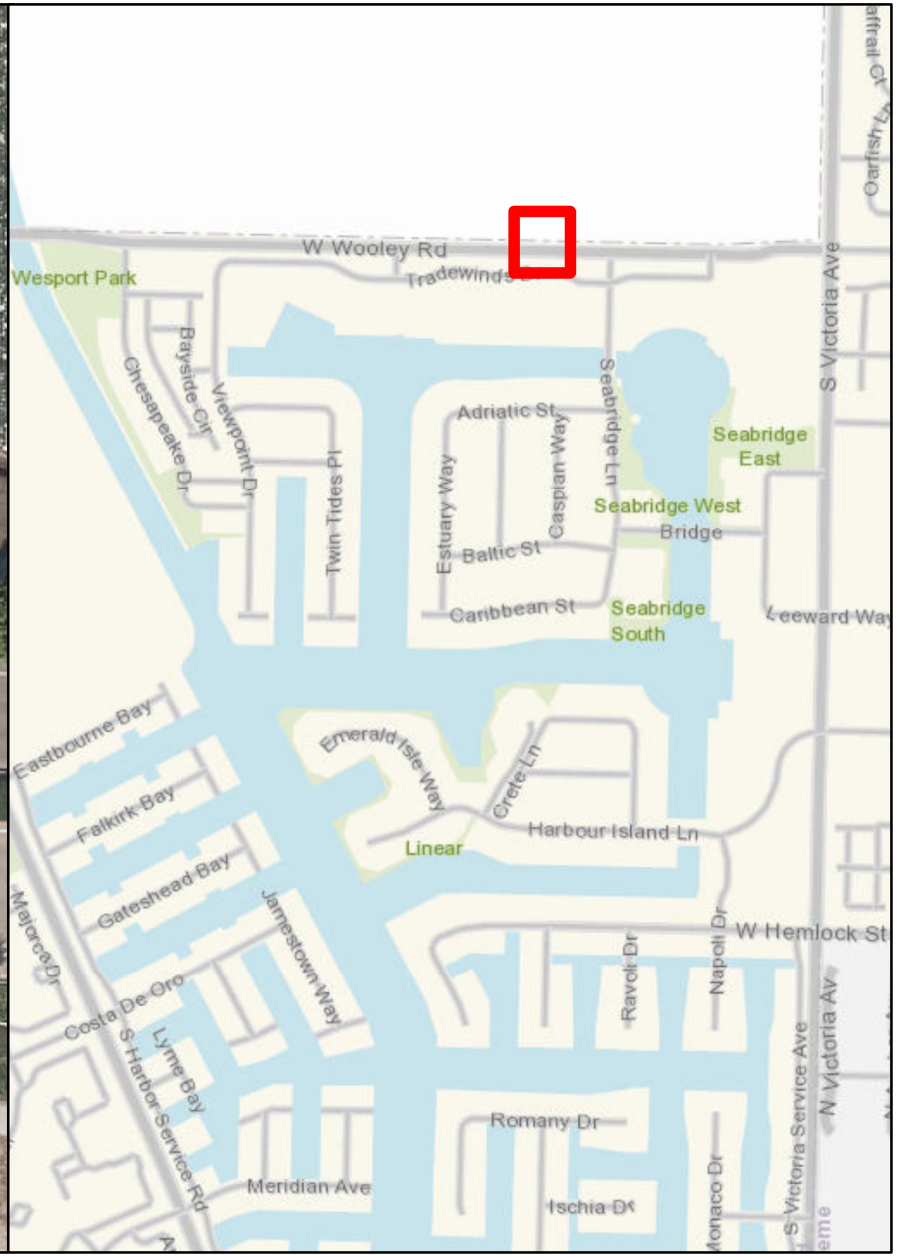
Filtration Unit

0 15 30 60 90 120 Feet

N
W E
S

Filtration Unit No. 58





STORMWATER MANAGEMENT FILTER CB

Number of Cartridges is 2

Legend

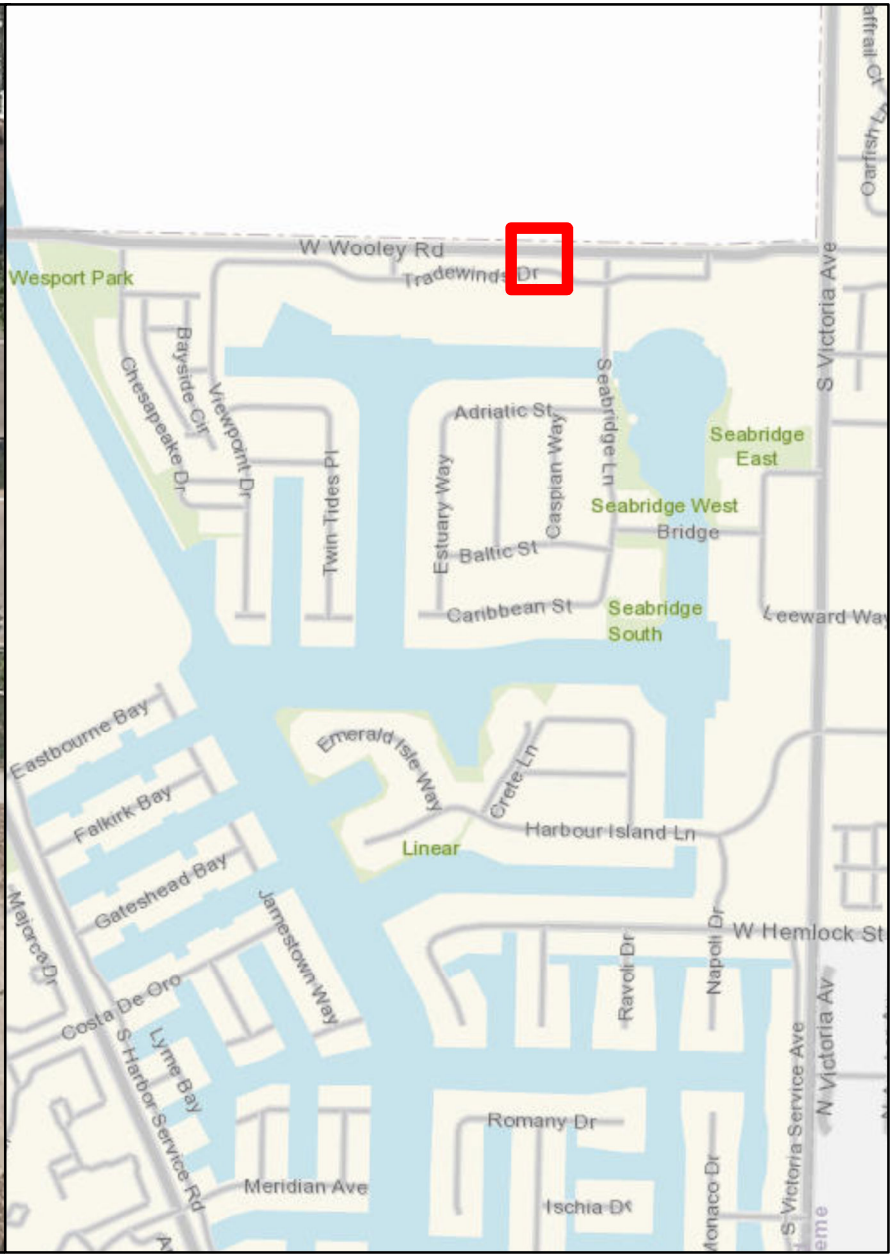
Filtration Unit

0 15 30 60 90 120 Feet

N
W E
S

Filtration Unit No. 59





STORMWATER MANAGEMENT FILTER CB

Number of Cartridges is 2

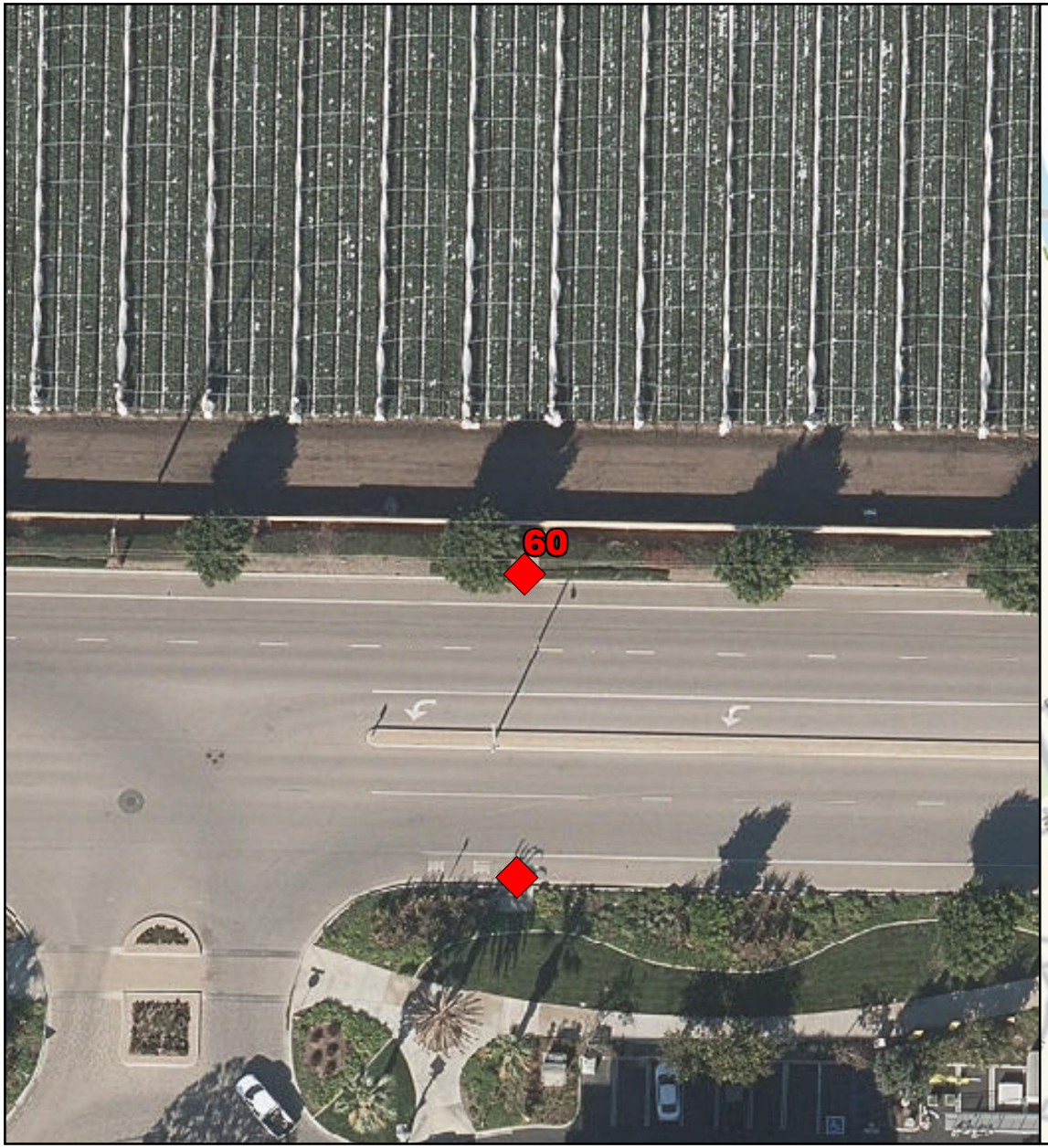
Legend

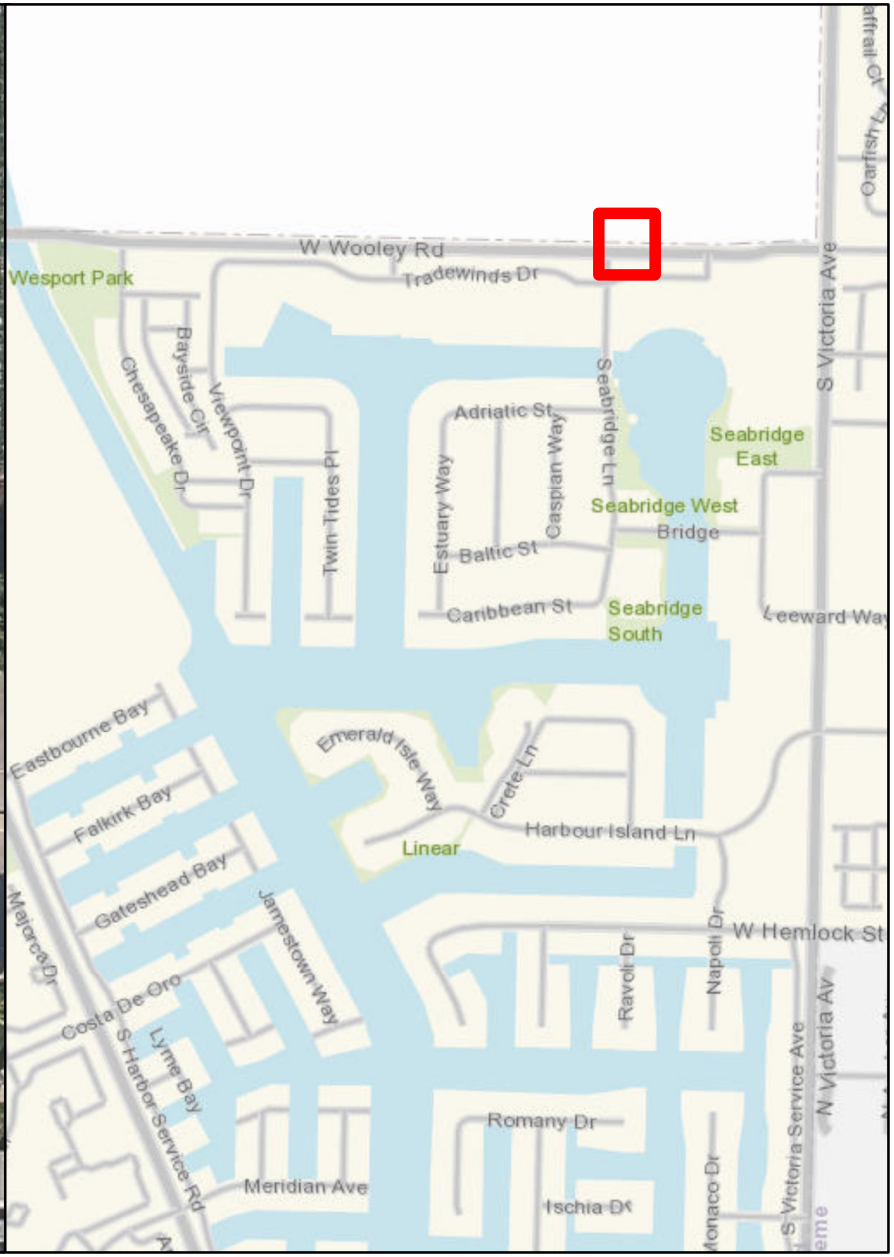
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 60





STORMWATER MANAGEMENT FILTER CB

Number of Cartridges is 2

Legend

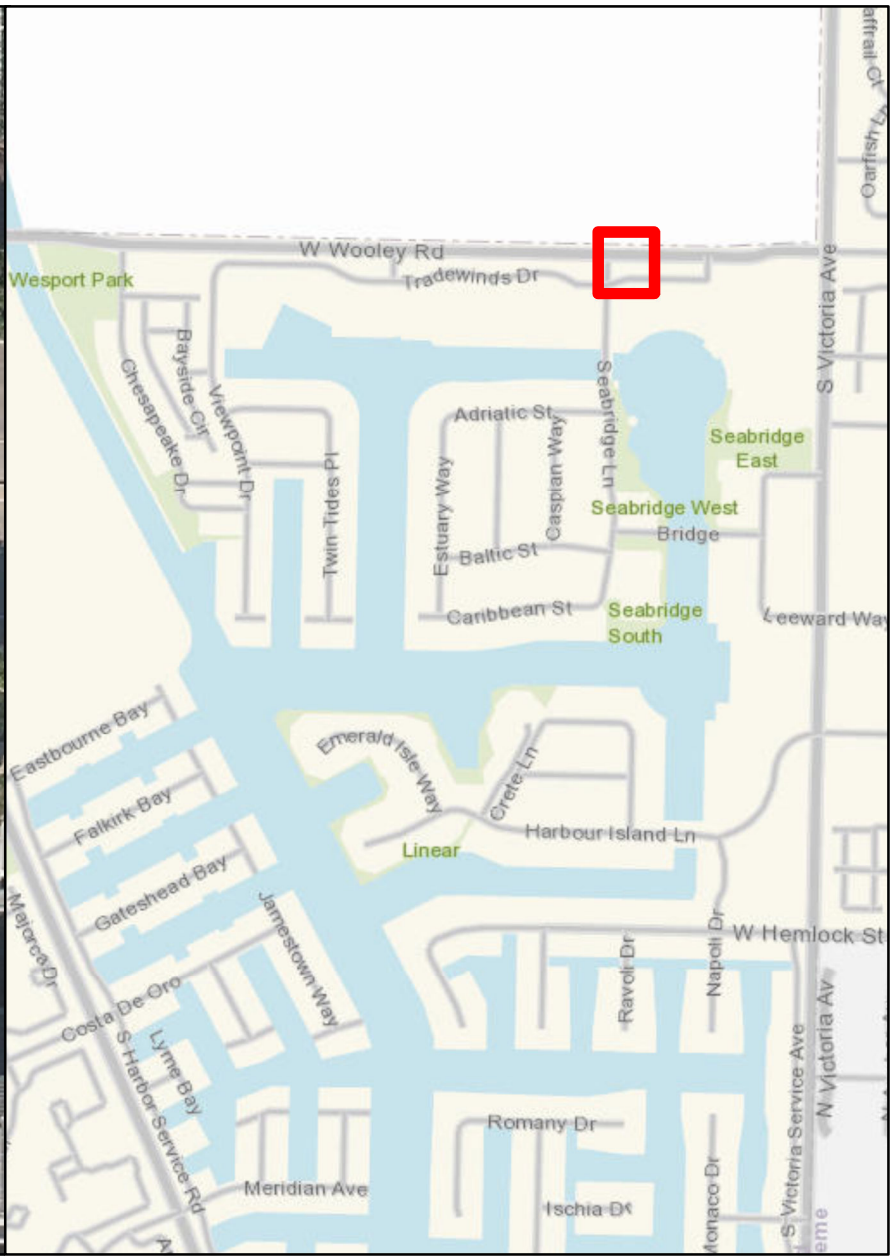
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 61





STORMWATER MANAGEMENT FILTER CB

Number of Cartridges is 2

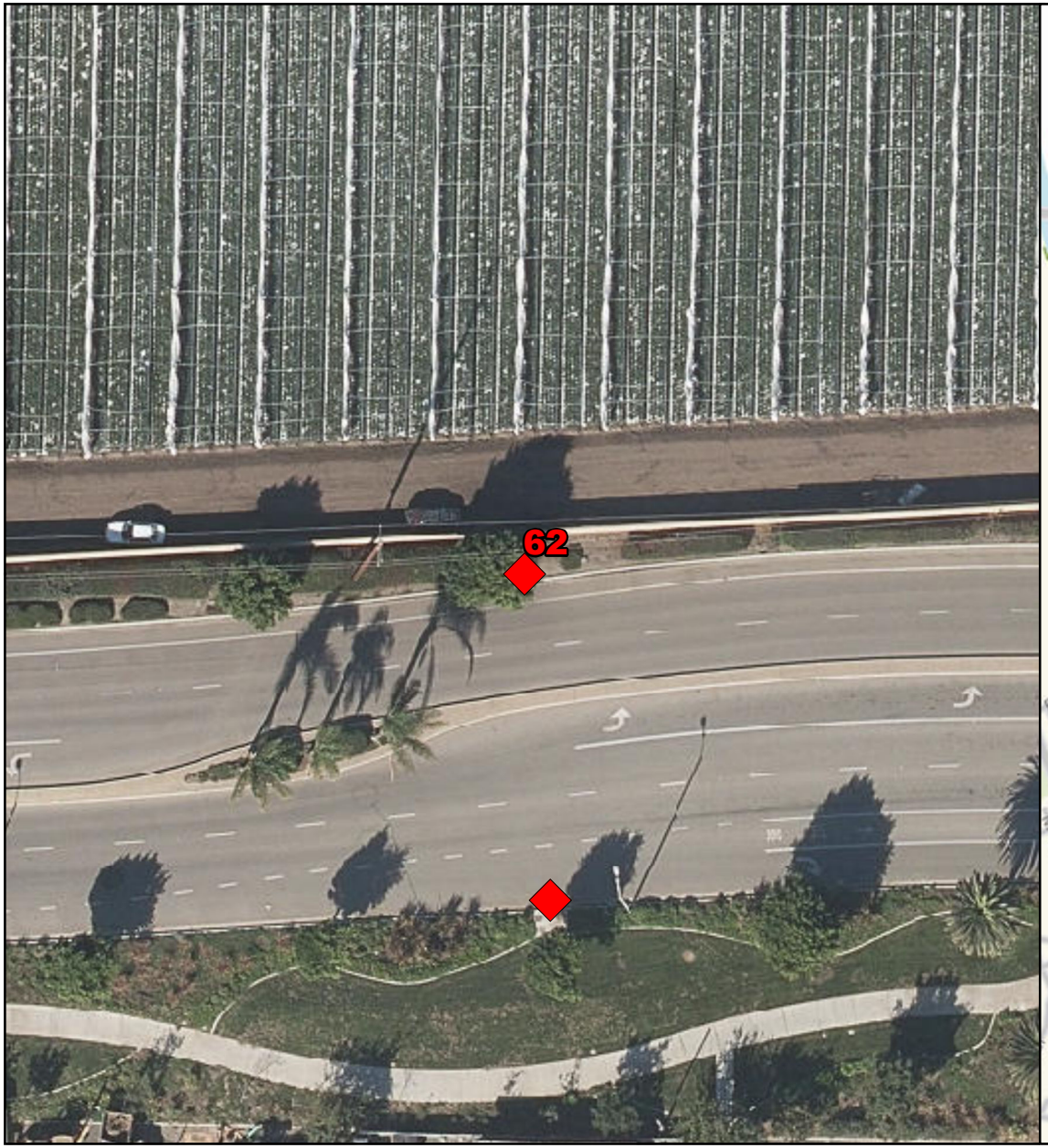
Legend

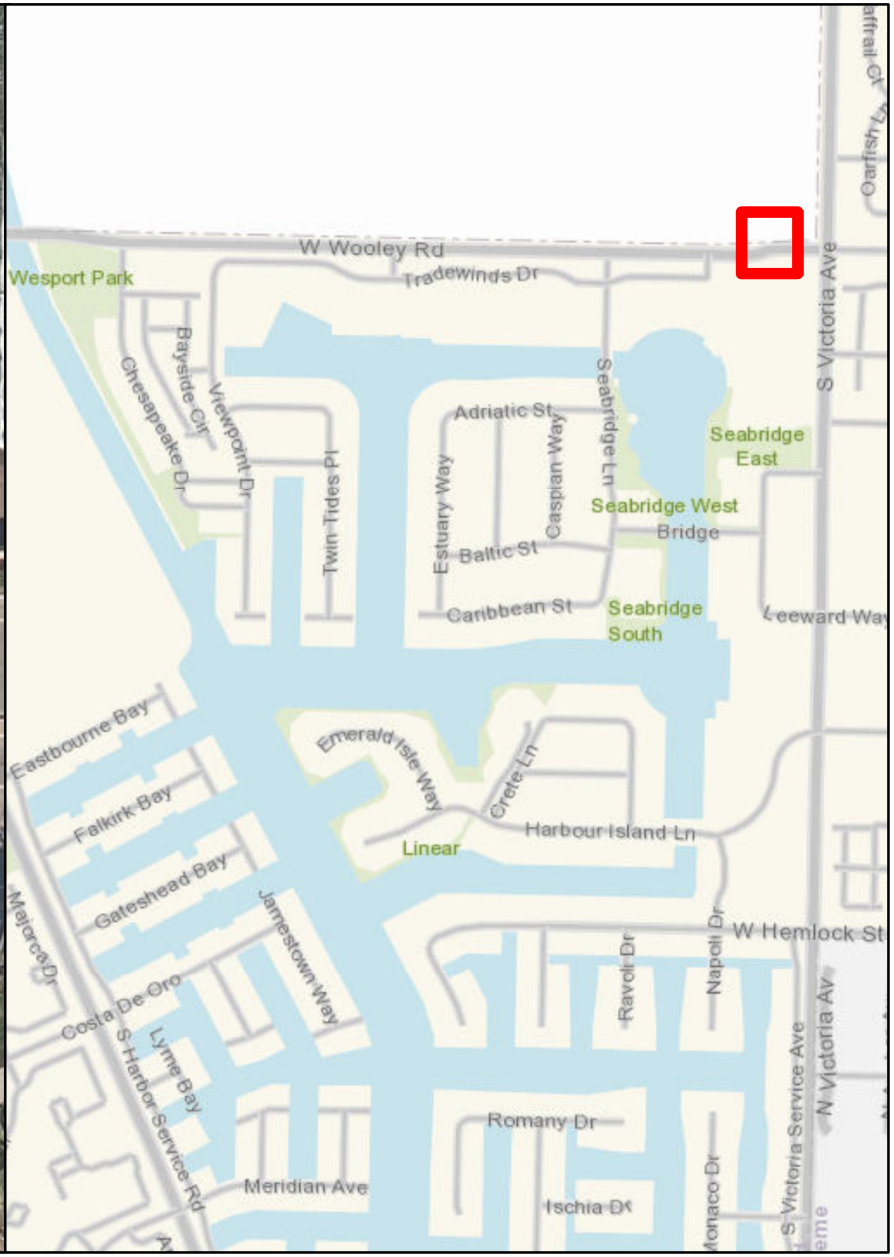
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 62





STORMWATER MANAGEMENT FILTER CB

Number of Cartridges is 2

Legend

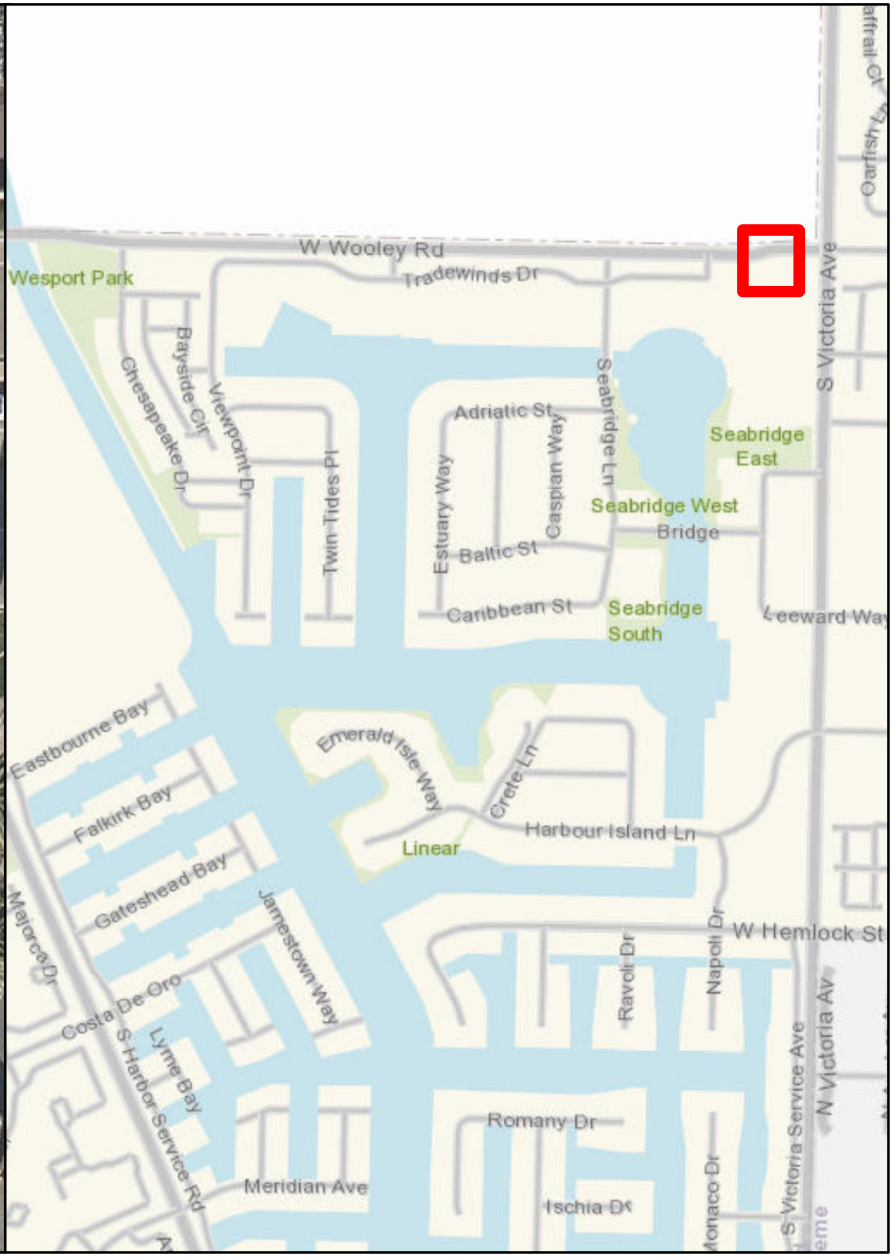
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 63





STORMWATER MANAGEMENT FILTER CB

Number of Cartridges is 2

Legend

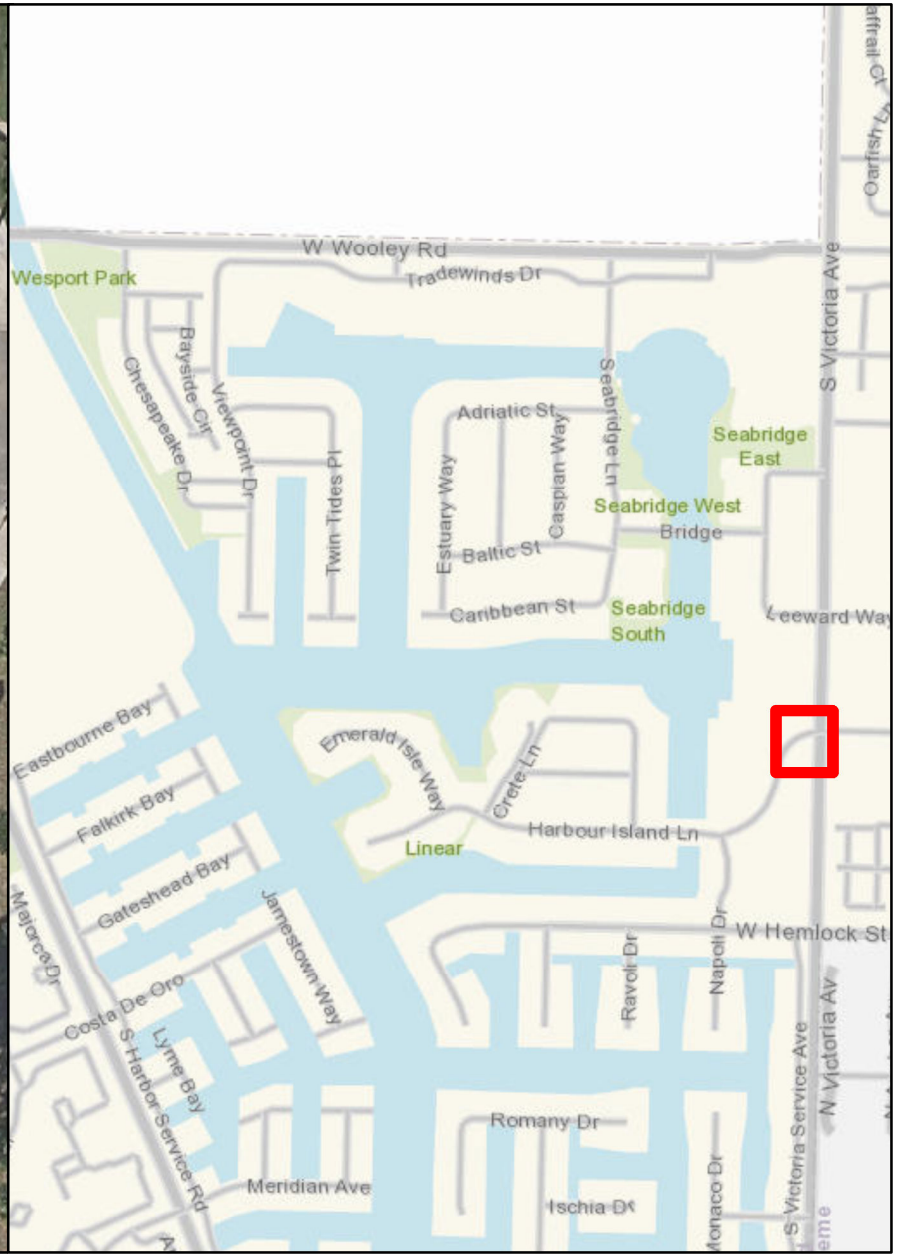
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 64





STORMWATER MANAGEMENT FILTER CB

Number of Cartridges is 5

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

EXHIBIT H

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Downstream Services, Inc.)

CFD EXHIBIT MAPS_RIVERPARK

(ON THE FOLLOWING PAGES)

Filtration Unit No. 1





STORMFILTER VAULT

Number of Cartridges is Unk

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 2





STORMFILTER PEAK DIVERSION - 8'X14'

Number of Cartridges is 56

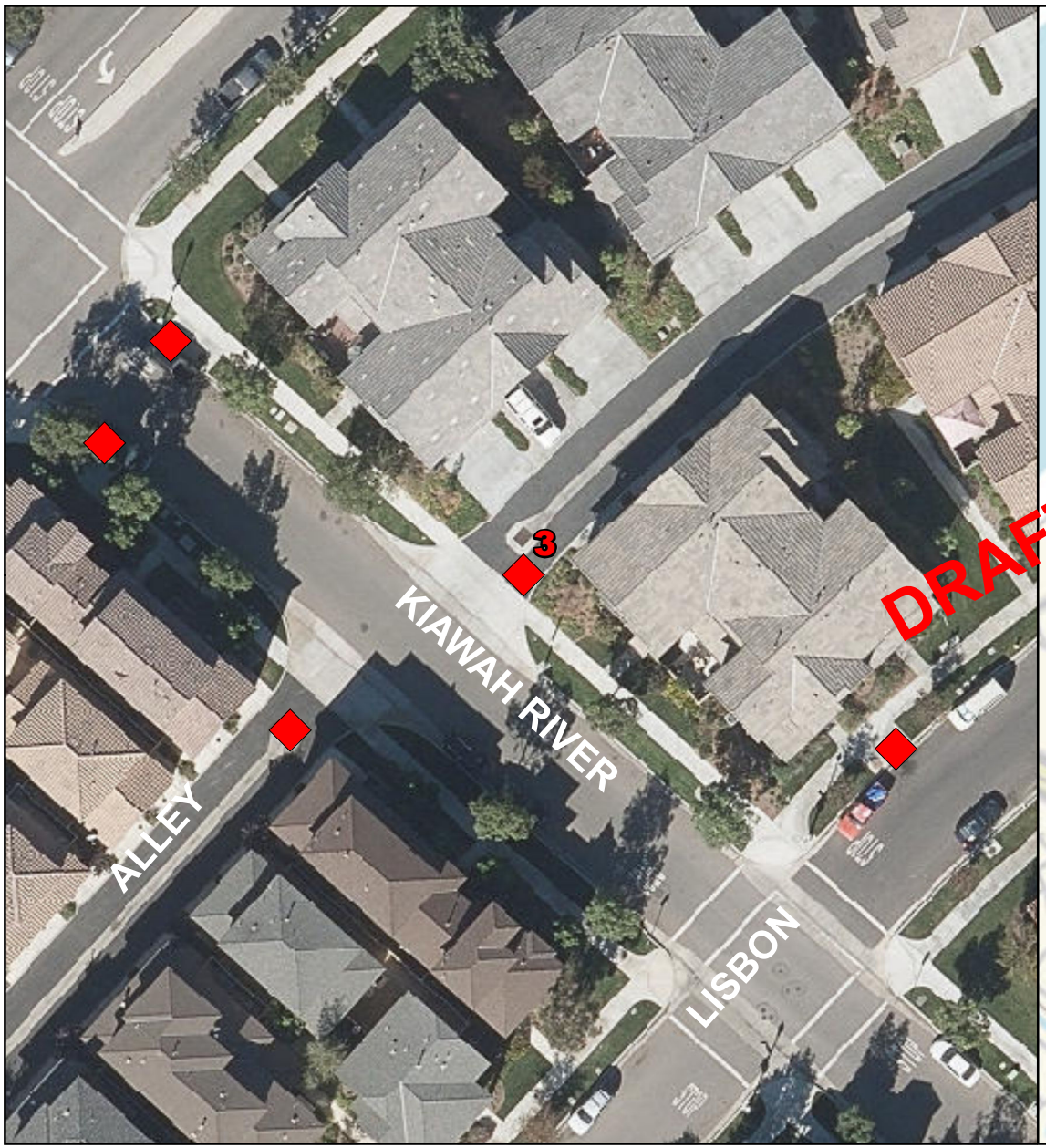
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 3





STORMFILTER VAULT - 6'X15'

Number of Cartridges is 10

Legend

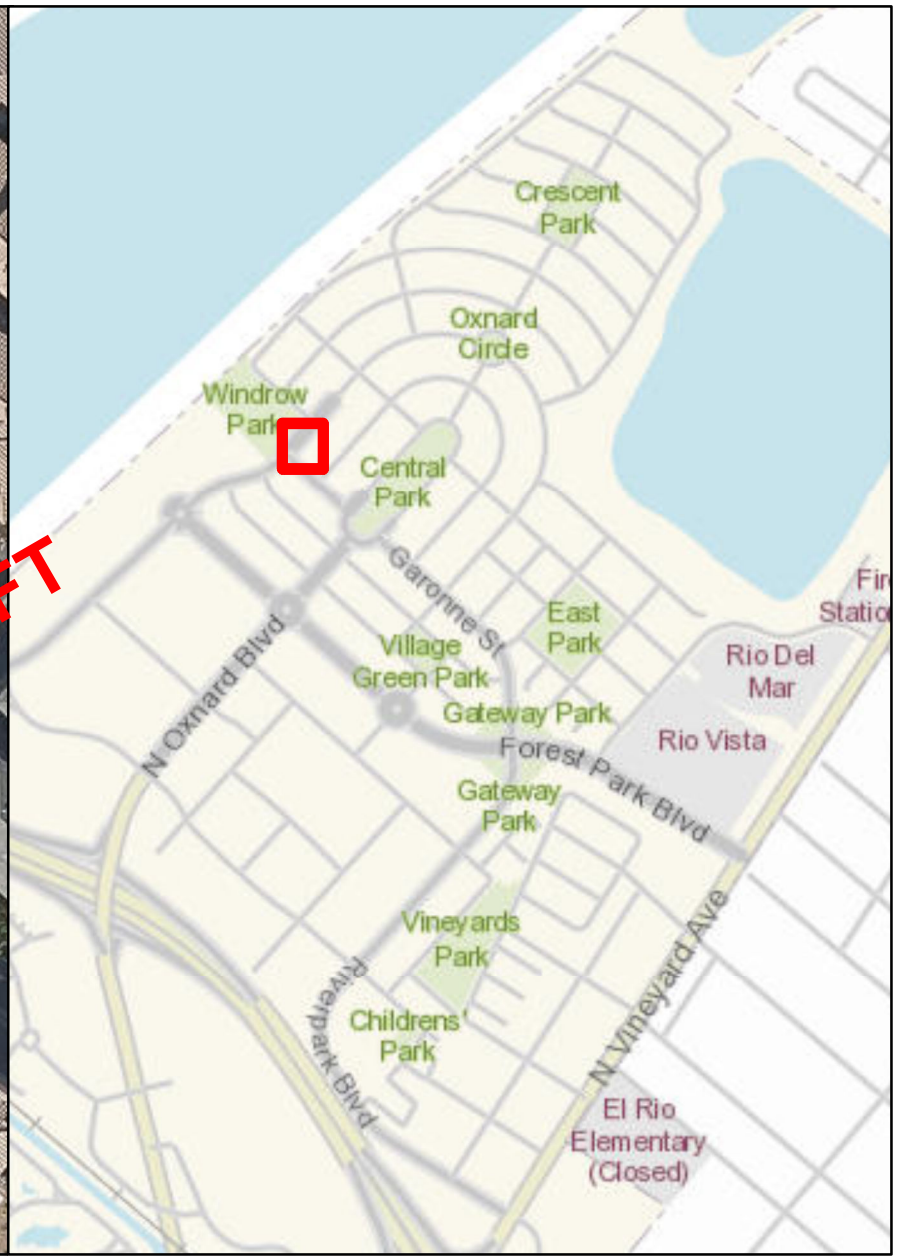
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 4





STORMFILTER VAULT - 8'X16'

Number of Cartridges is 26

Legend

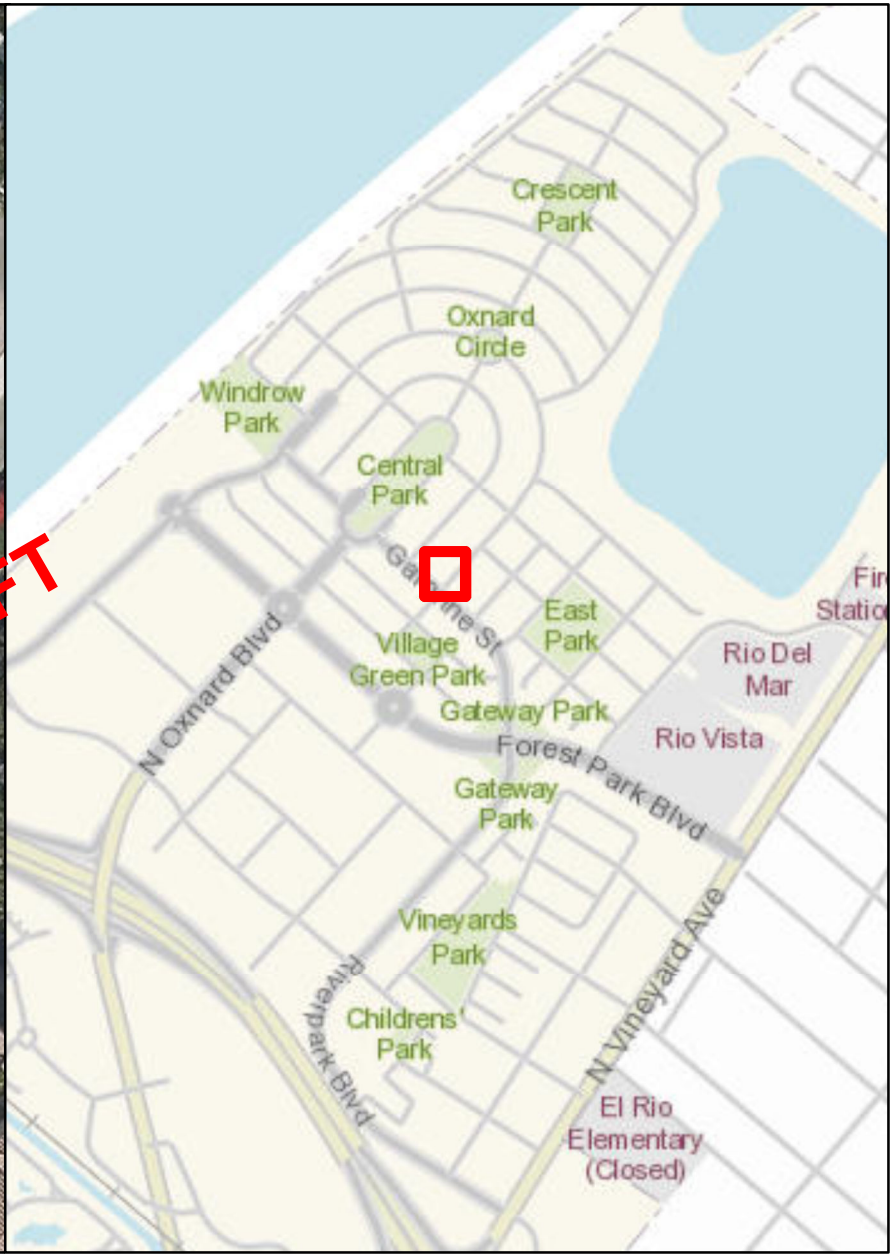
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 5





STORMFILTER VAULT - 7'X14'

Number of Cartridges is 12

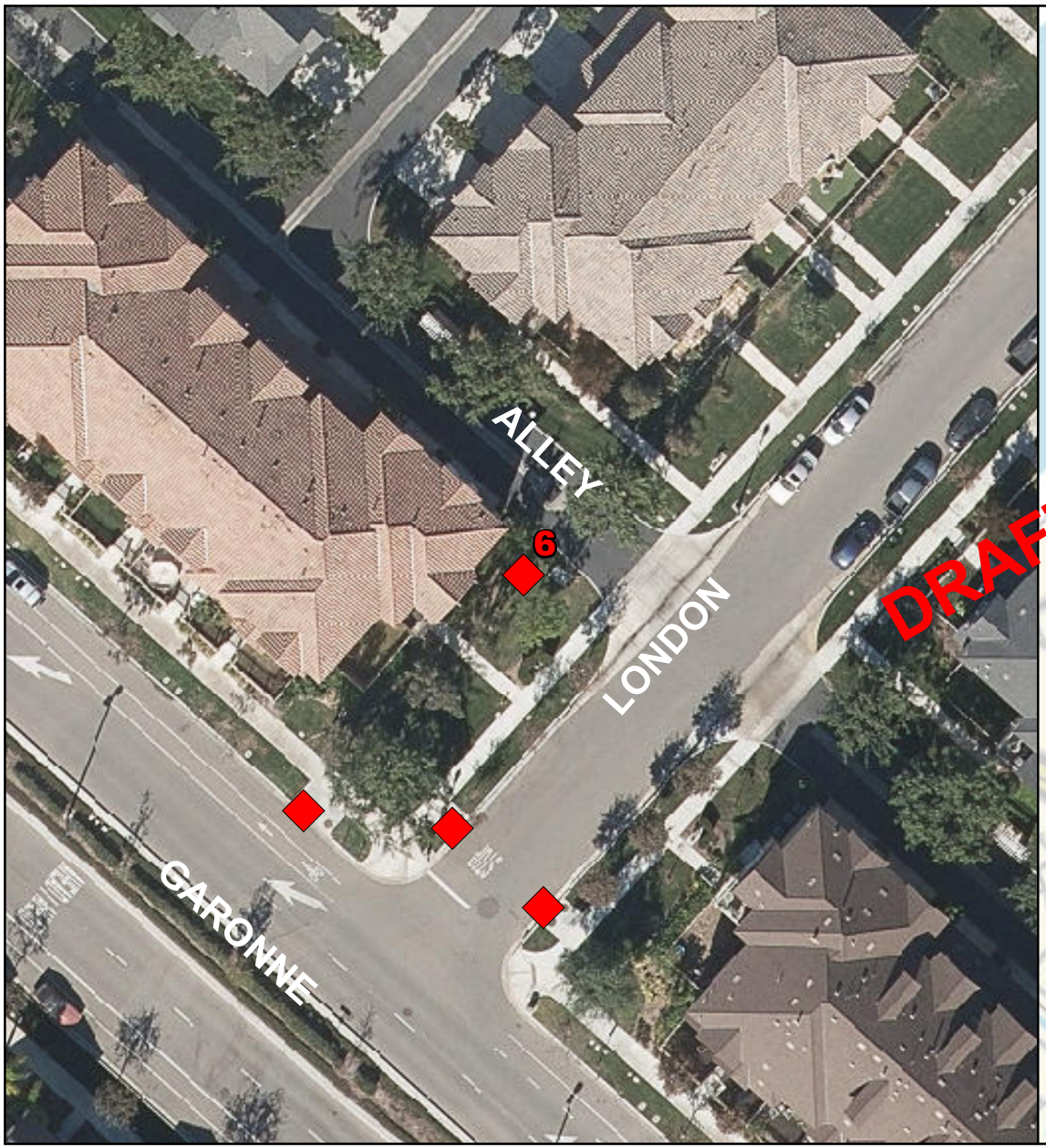
Legend

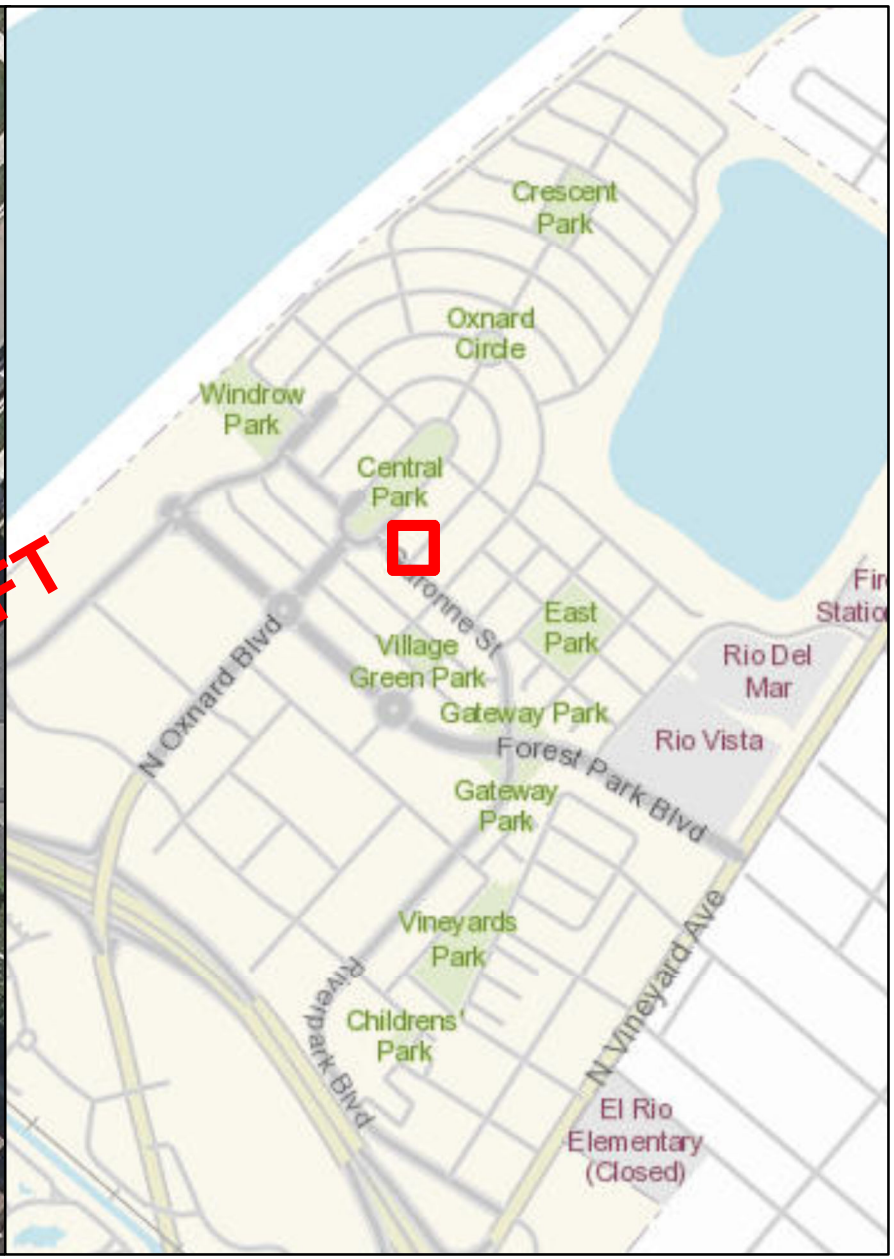
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 270

Filtration Unit No. 6





STORMFILTER VAULT - 7'X14'

Number of Cartridges is 11

Legend

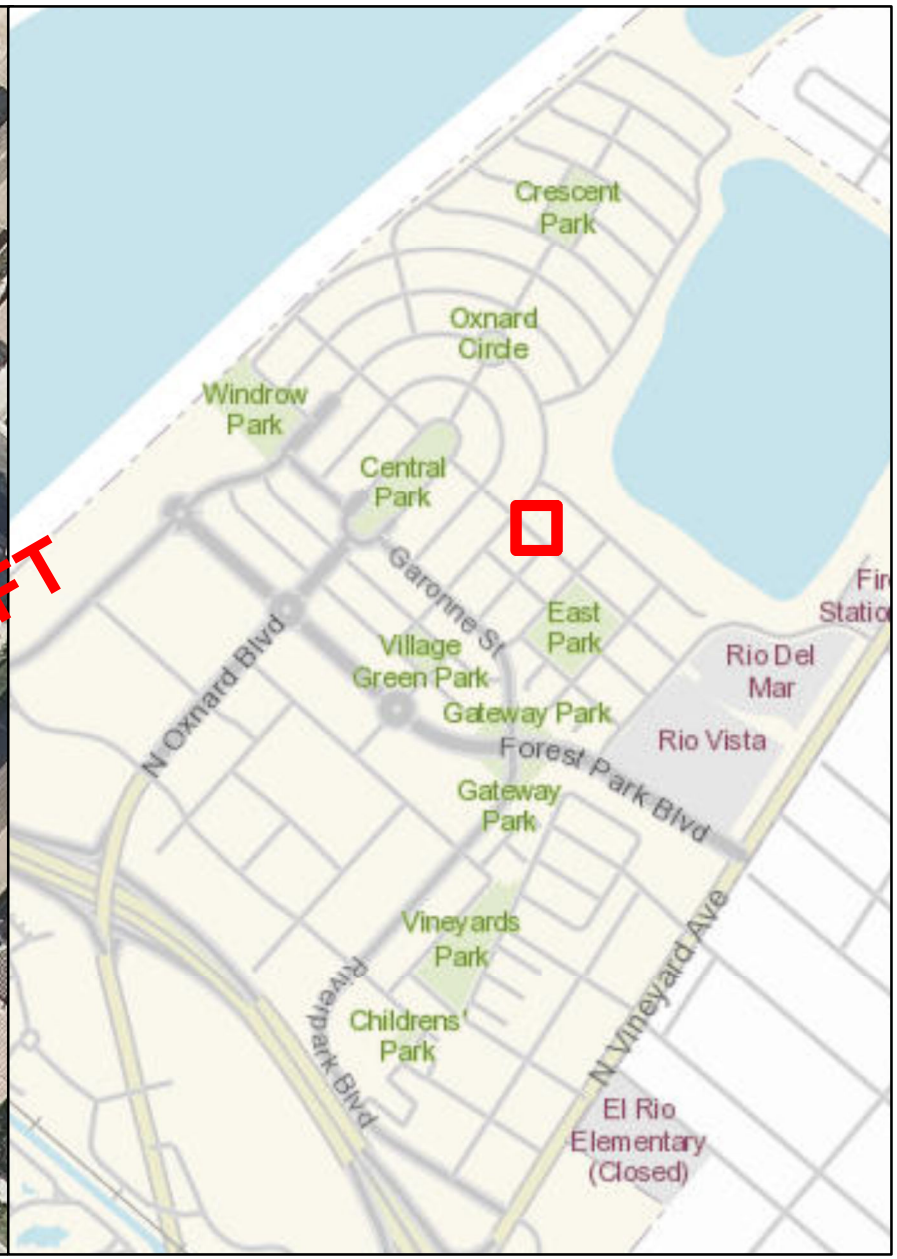
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 7





STORMFILTER VAULT - 6'X12'

Number of Cartridges is 8

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S 272

Filtration Unit No. 8





STORMFILTER VAULT - 6'X12'

Number of Cartridges is 9

Legend

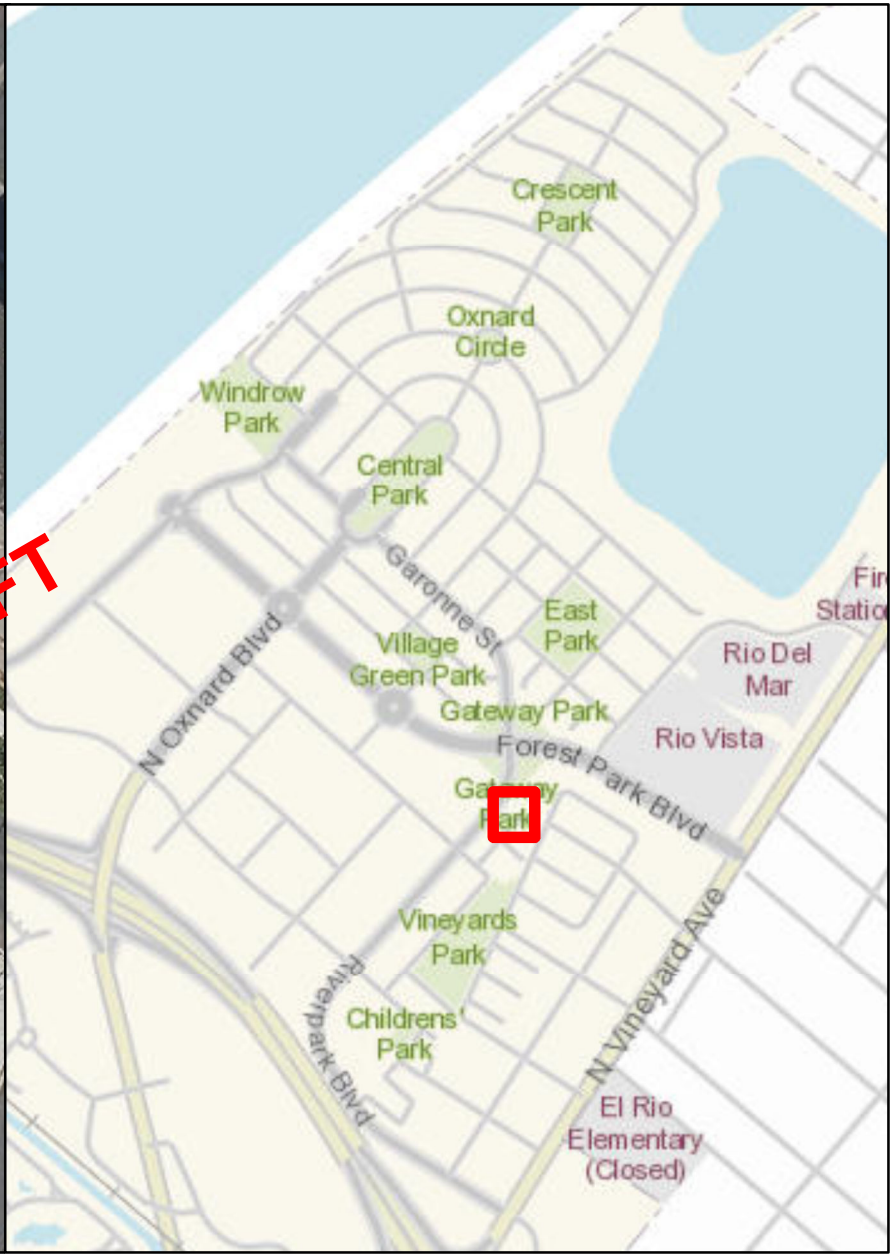
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 9





STORMFILTER VAULT - 6'X12'

Number of Cartridges is 11

Legend

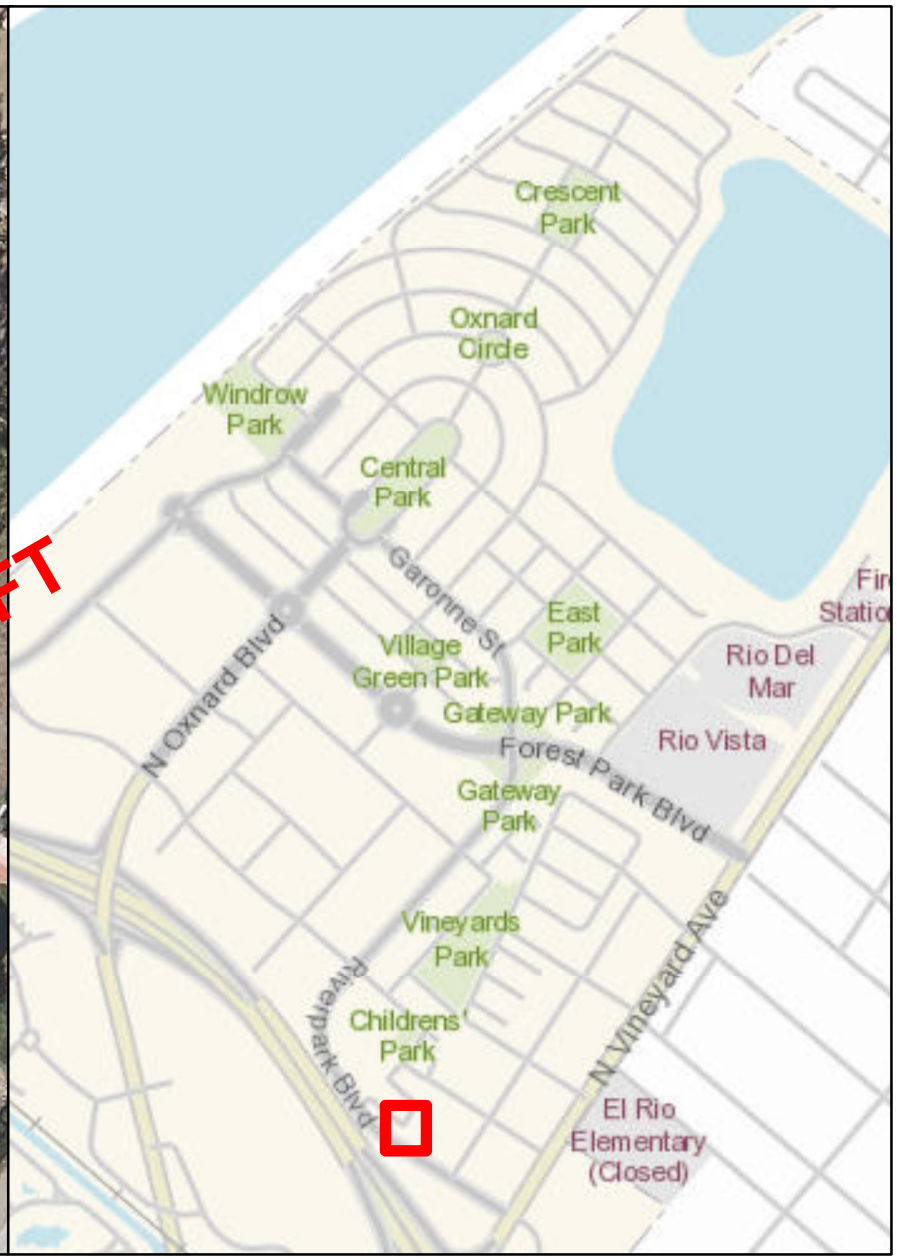
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 10





STORMFILTER VAULT - 8'X18'

Number of Cartridges is 34

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 11





STORMFILTER VAULT - 6'X12'

Number of Cartridges is 11

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 12





STORMFILTER VAULT - 8'X16'

Number of Cartridges is 15

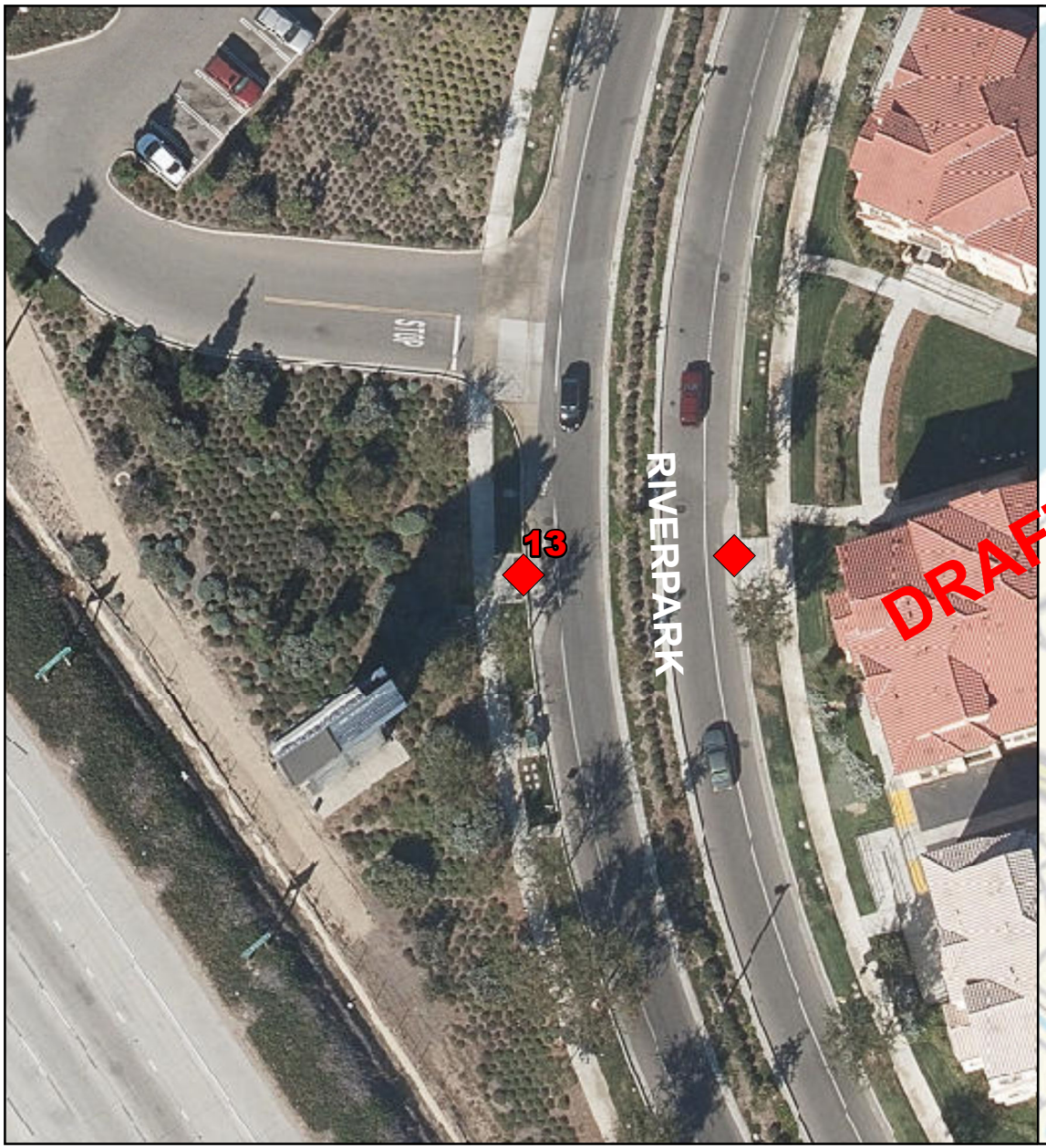
Legend

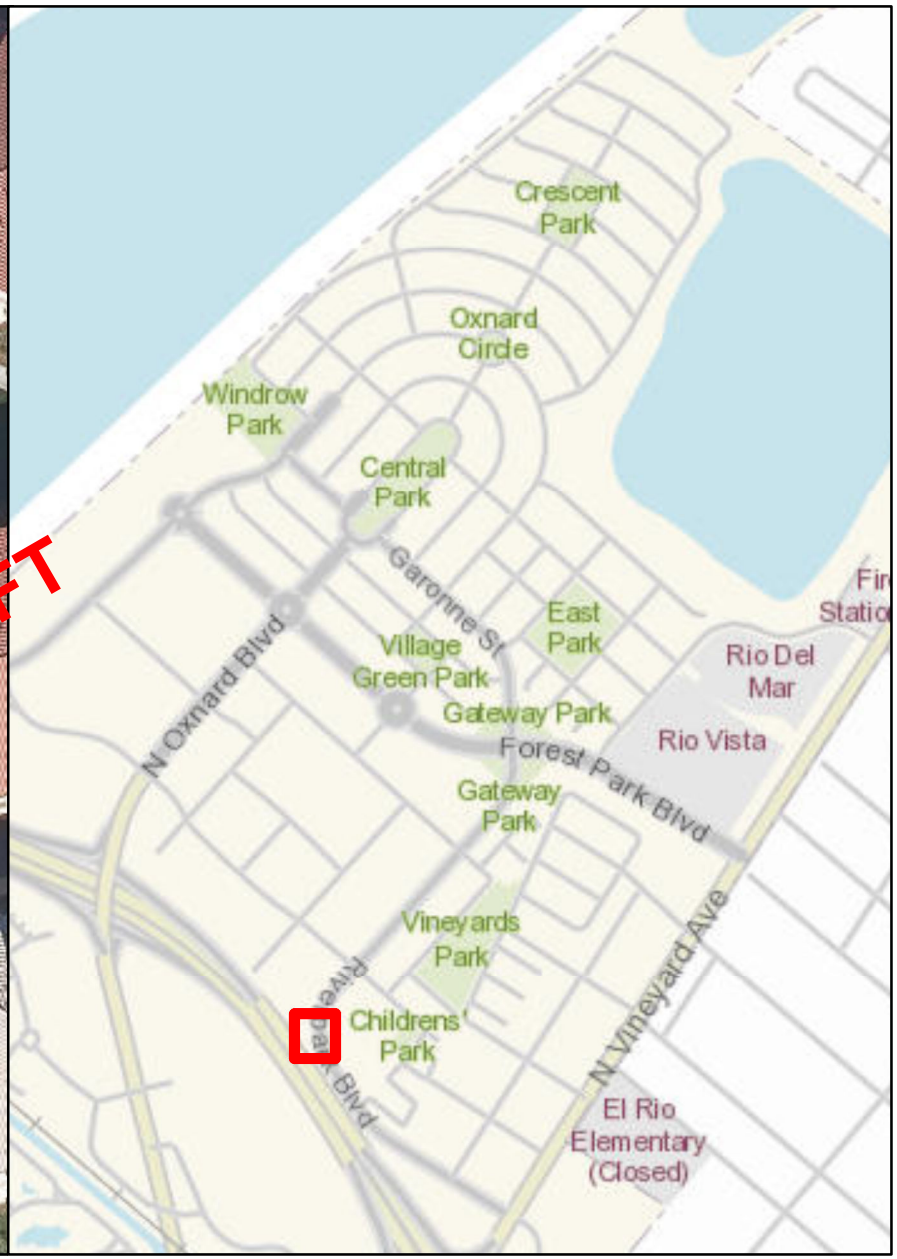
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 13





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 14





STORMFILTER VAULT - 8'X16'

Number of Cartridges is 24

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 15





STORMFILTER VAULT - 8'X20'

Number of Cartridges is 32

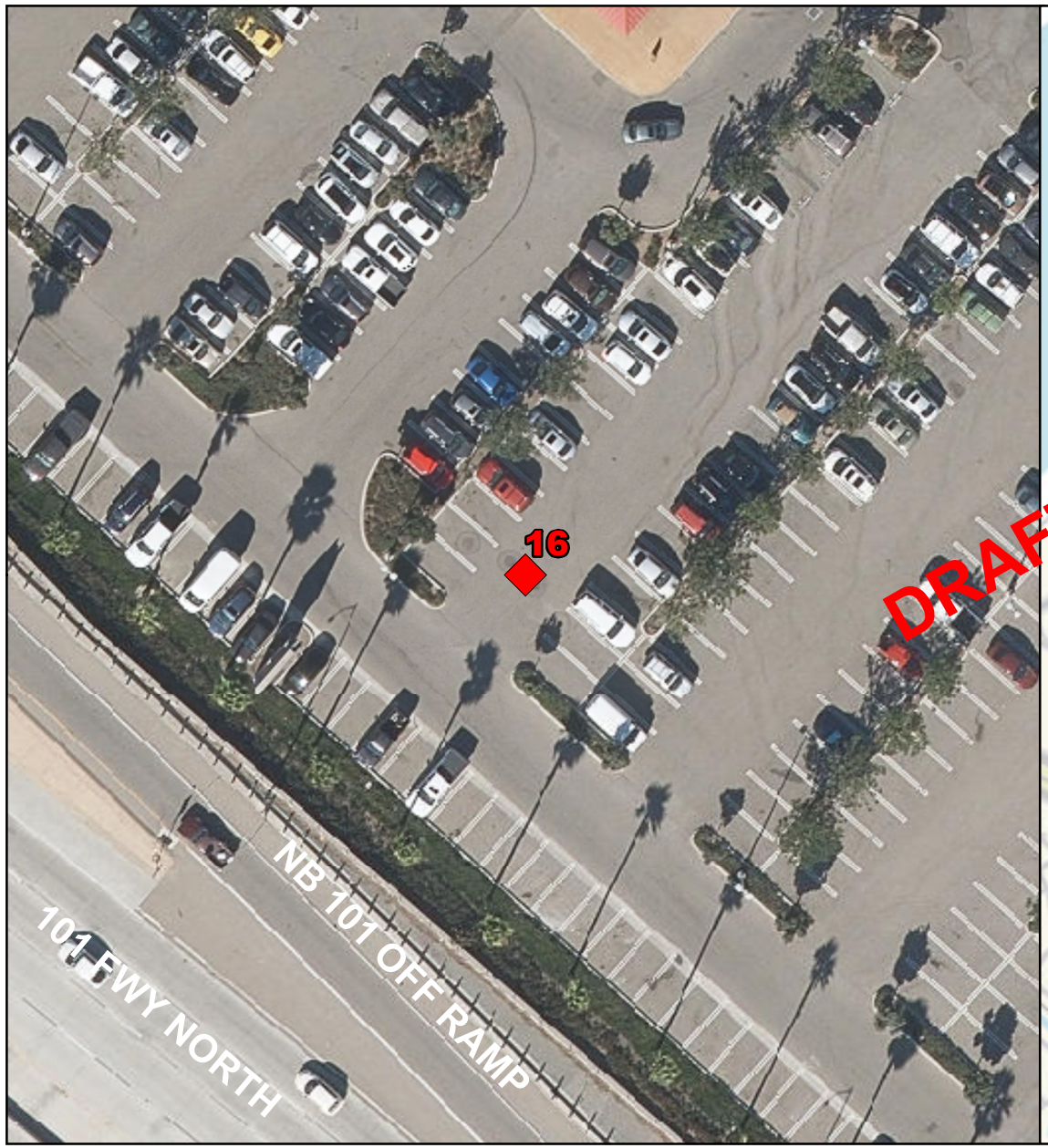
Legend

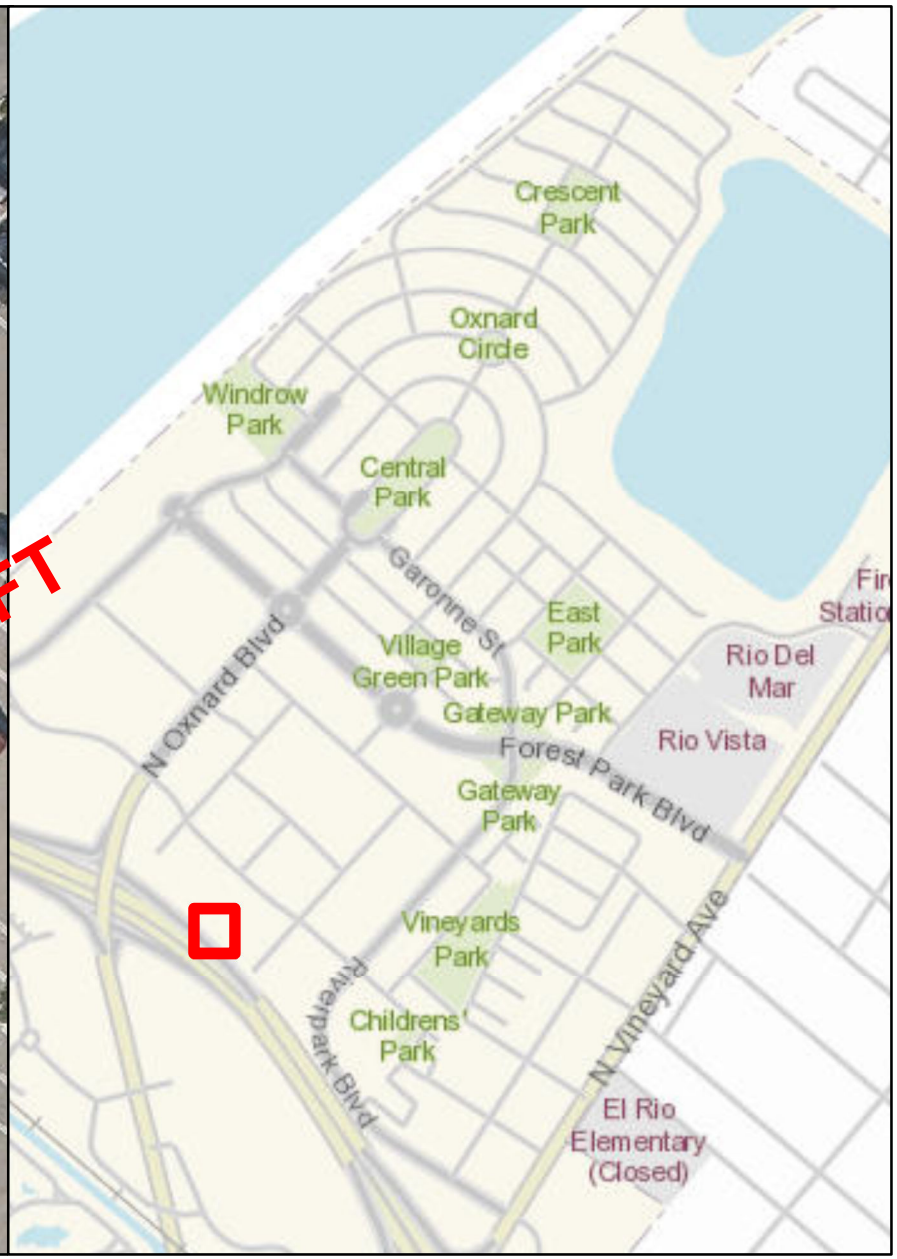
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 280

Filtration Unit No. 16





STORMFILTER VAULT

Number of Cartridges is Unk

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S 281

Filtration Unit No. 17





STORMFILTER VAULT - 11'X26'

Number of Cartridges is 67

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 18





STORMFILTER VAULT - 11'X26'

Number of Cartridges is 66

Legend

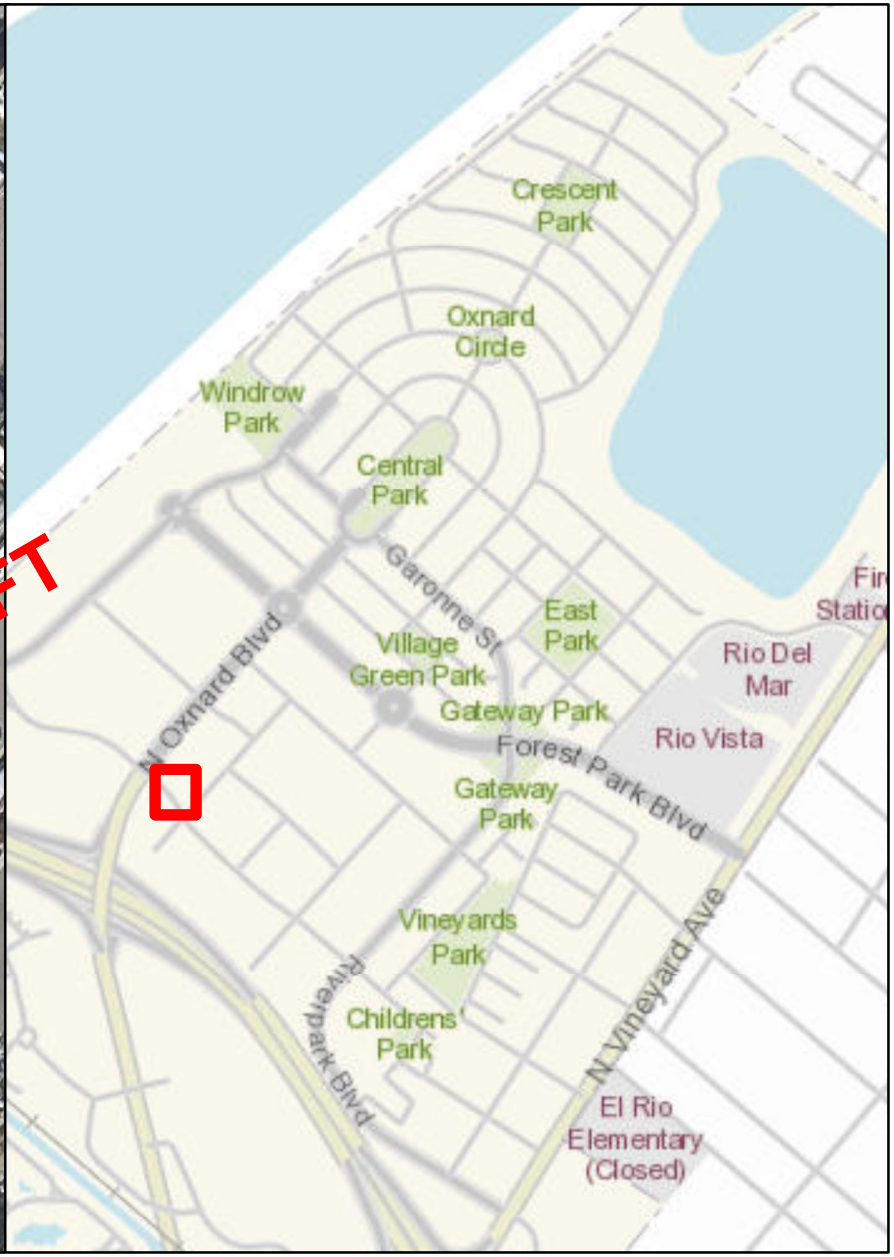
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 19





STORMFILTER VAULT - 11'X26'

Number of Cartridges is 67

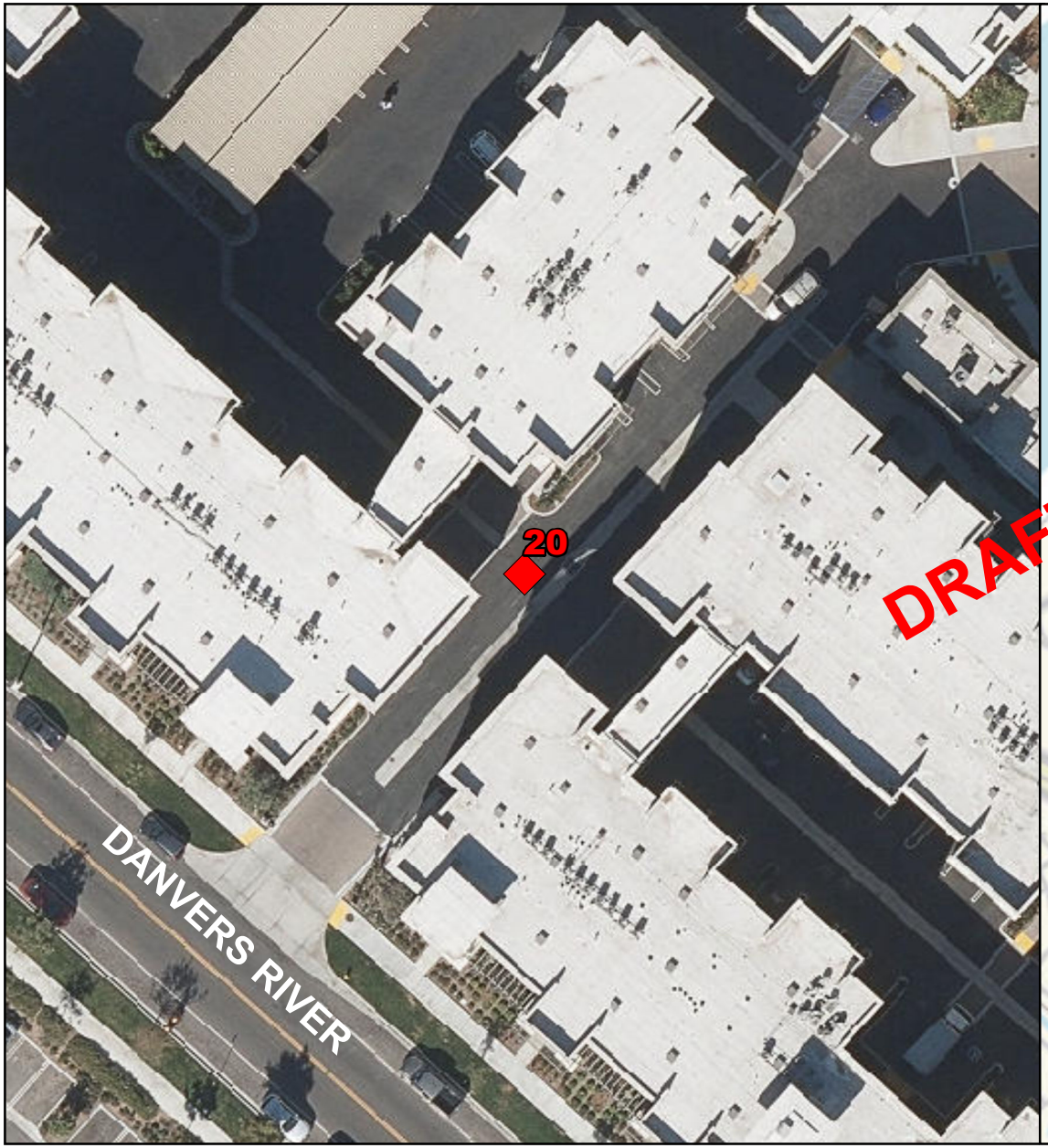
Legend

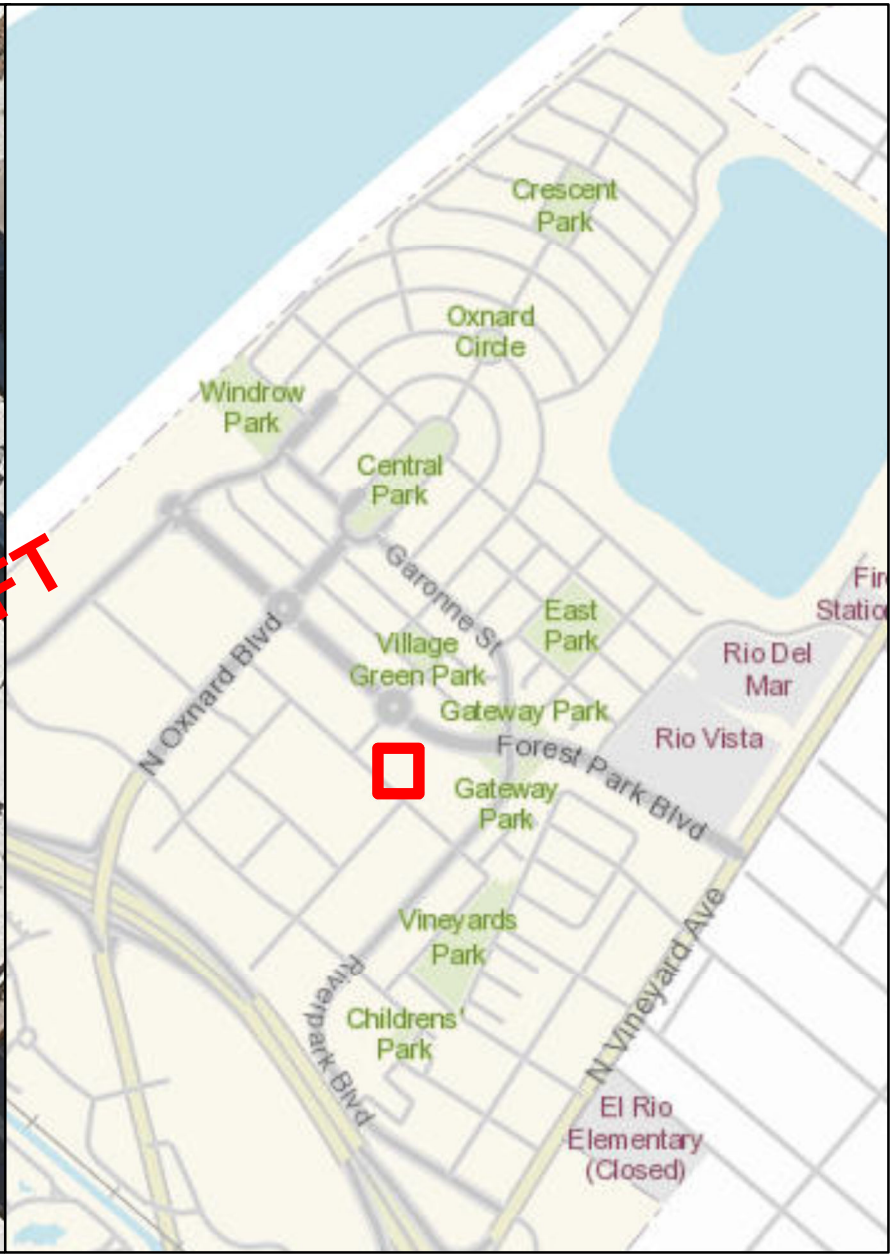
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 20





STORMFILTER VAULT - 8'X16'

Number of Cartridges is 30

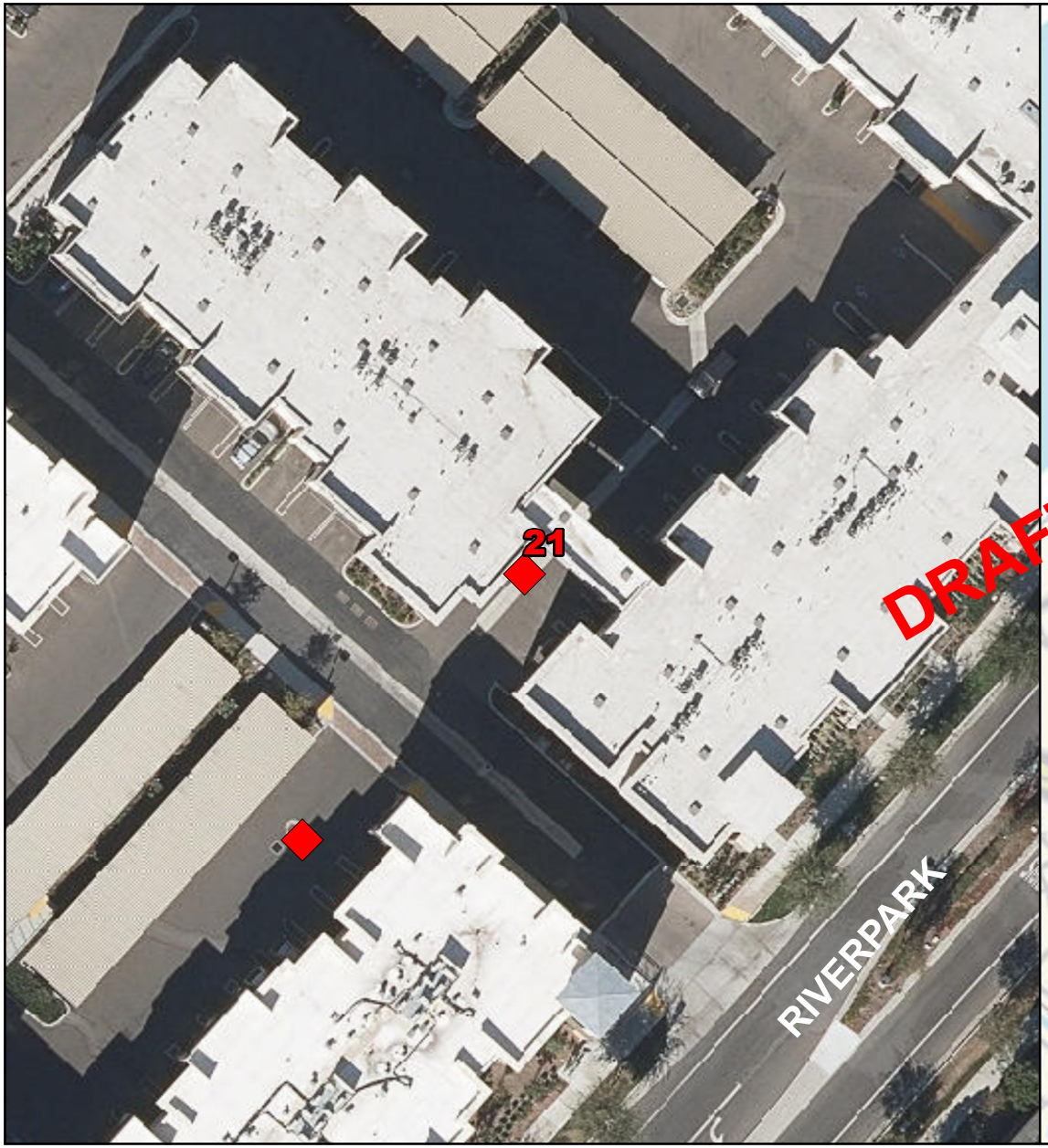
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 21





STORMFILTER VAULT - 8'X11'

Number of Cartridges is 18

Legend

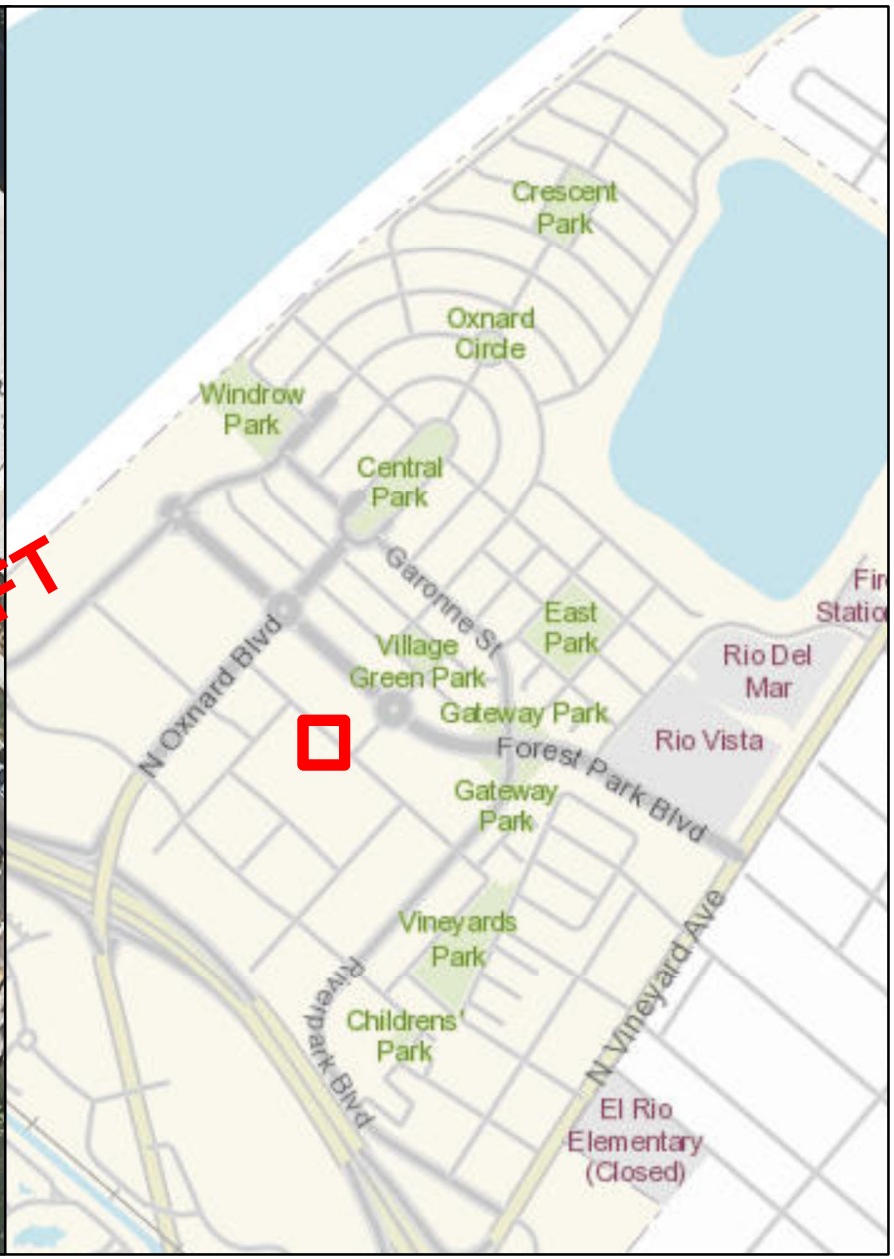
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 22





STORMFILTER CATCHBASIN - 8'X14'

Number of Cartridges is 27

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 23





STORMFILTER PEAK DIVERSION - 8'X16'

Number of Cartridges is 31

Legend

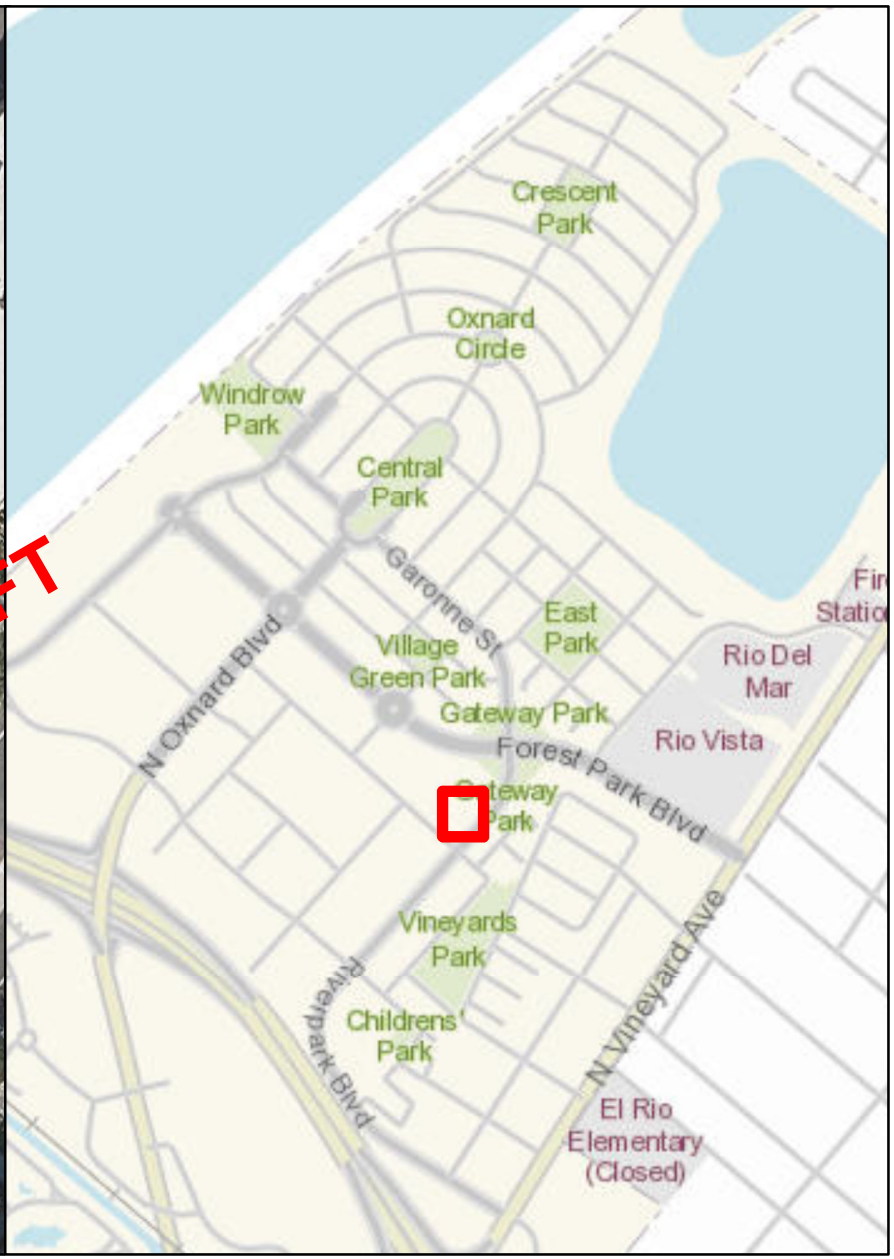
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 24





STORMFILTER MH - 48"

Number of Cartridges is 3

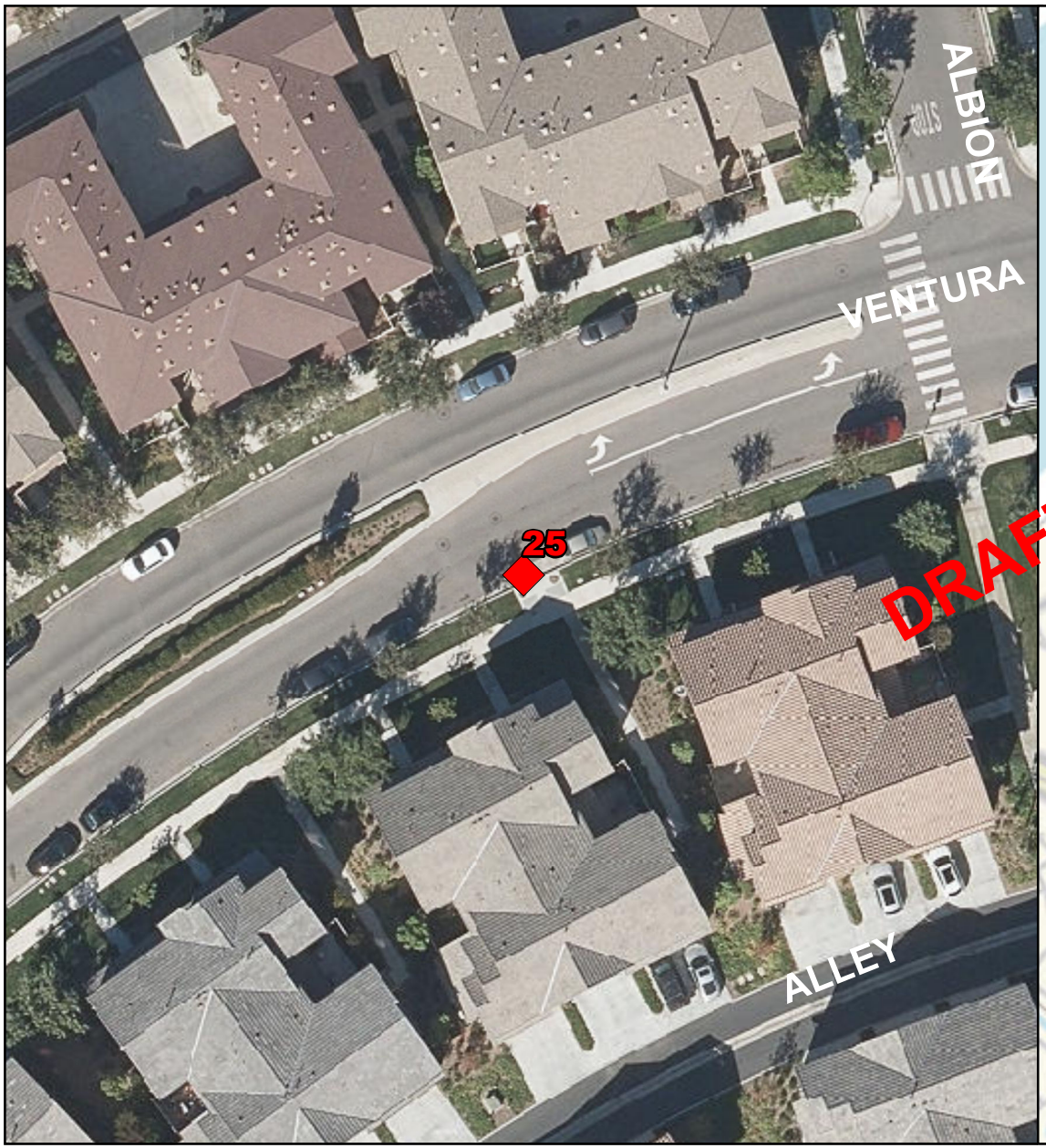
Legend

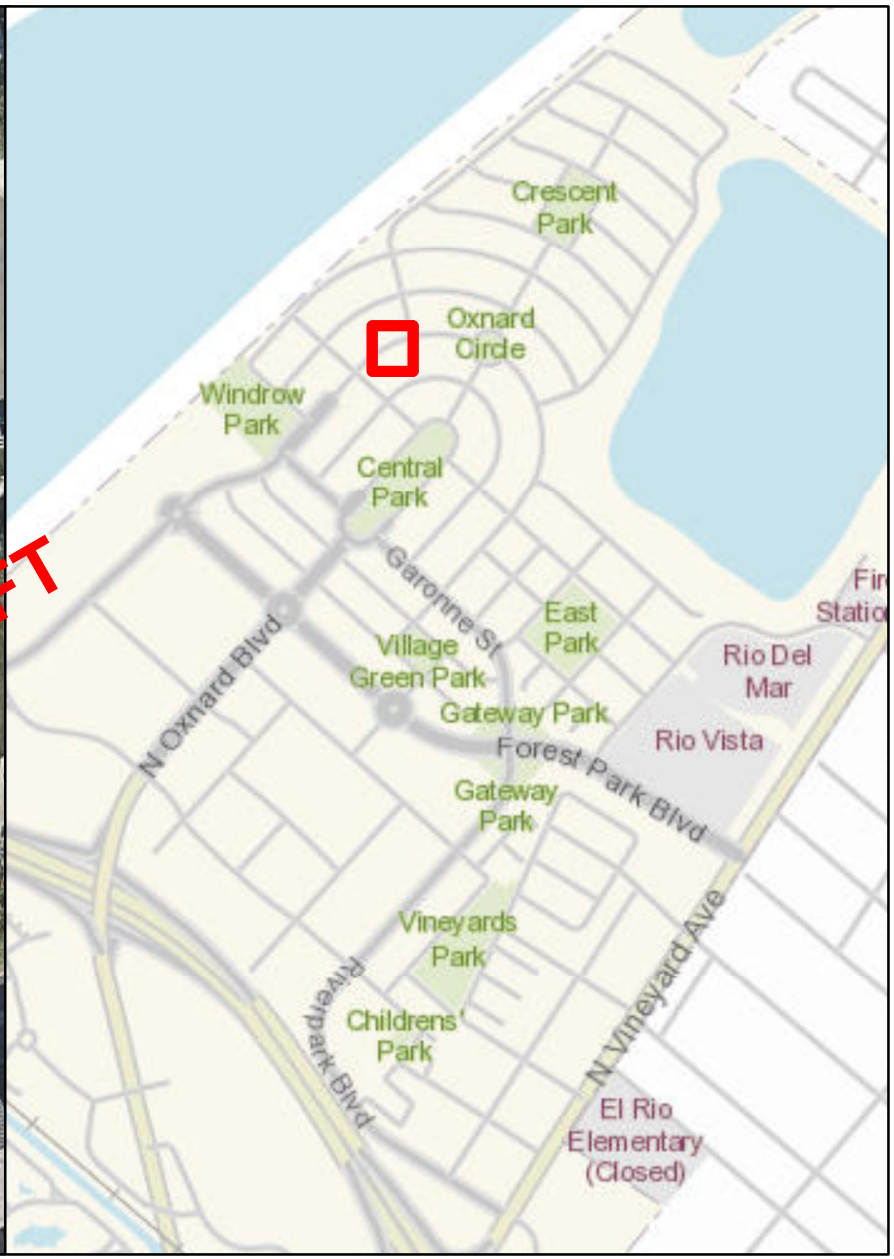
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 25





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 10

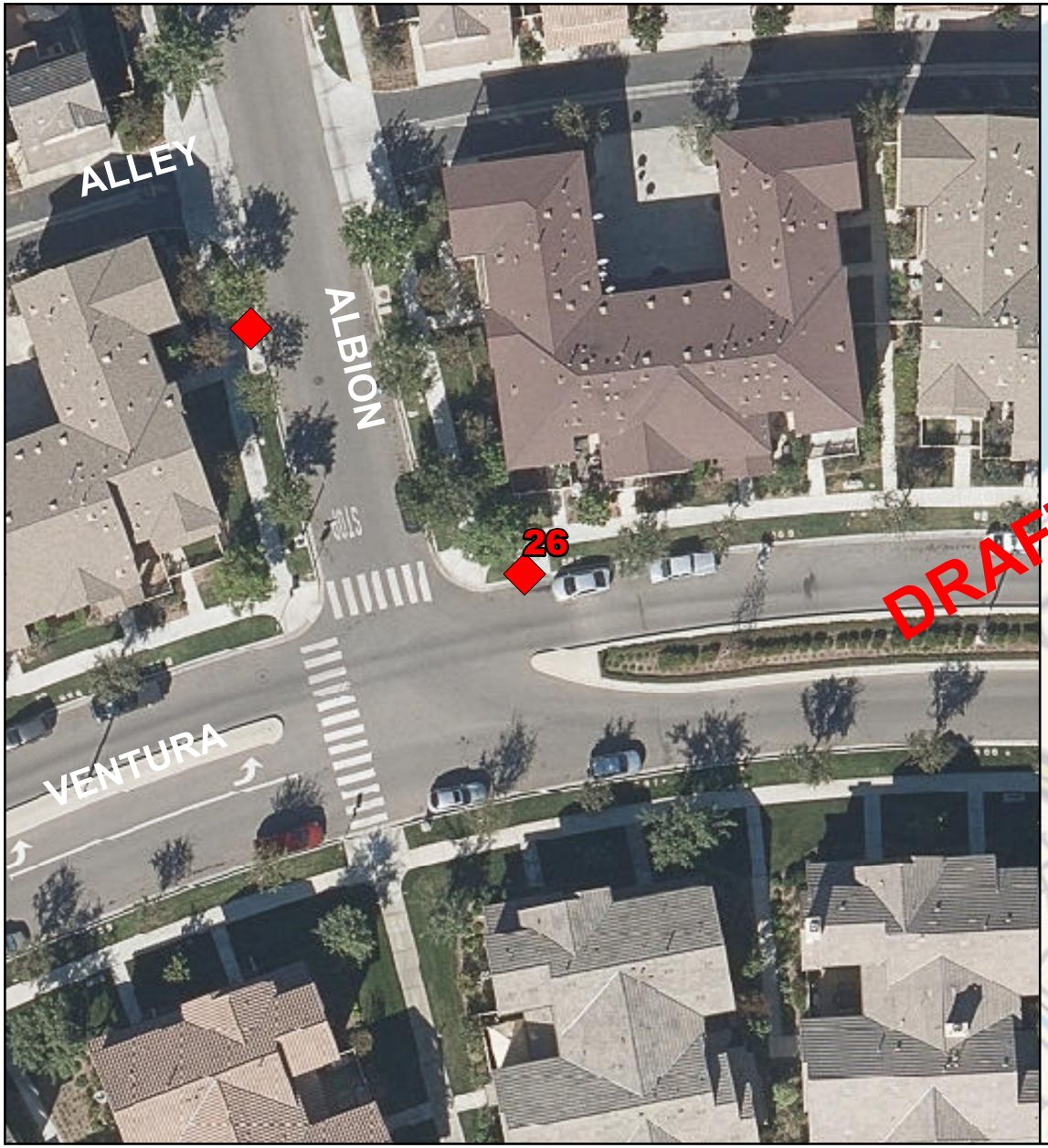
Legend

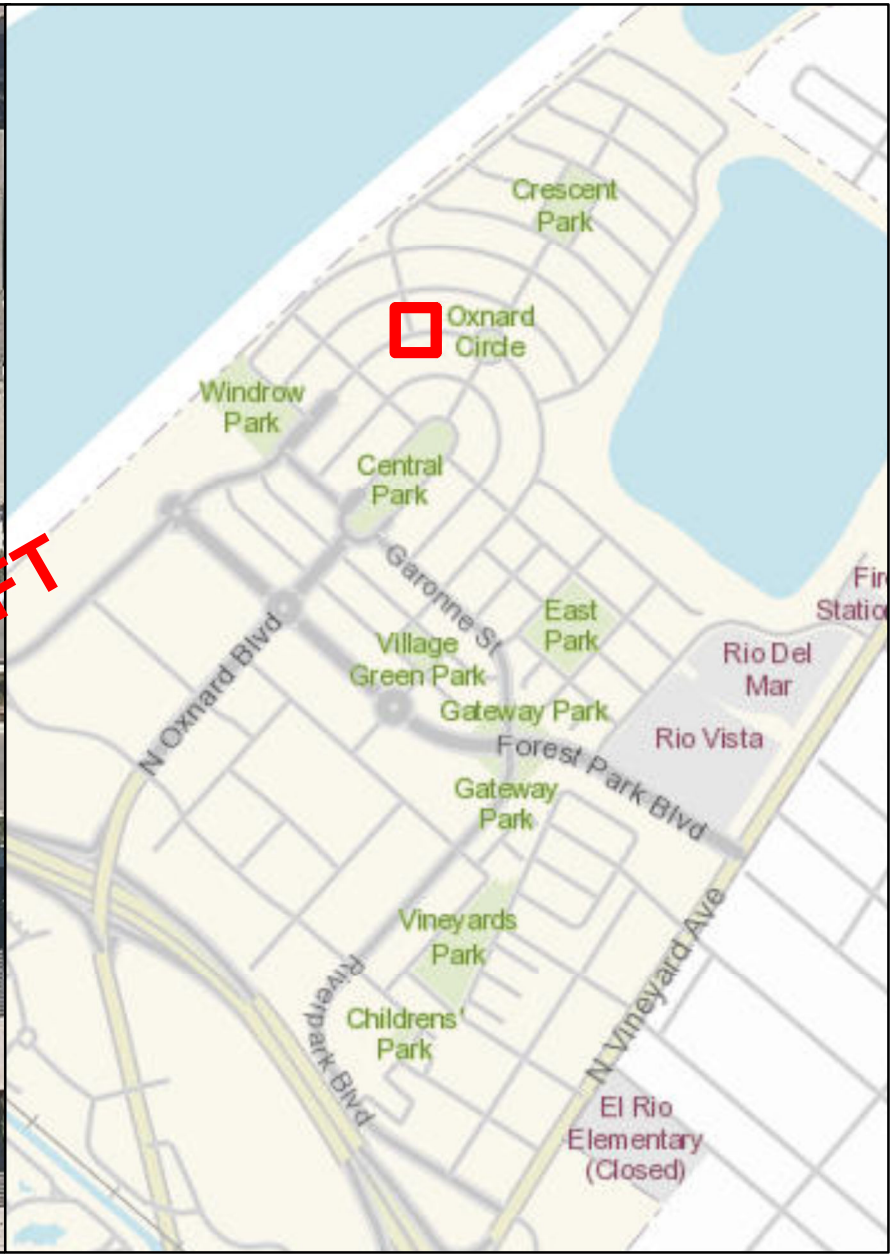
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 26





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 27





STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 18

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 28





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 10

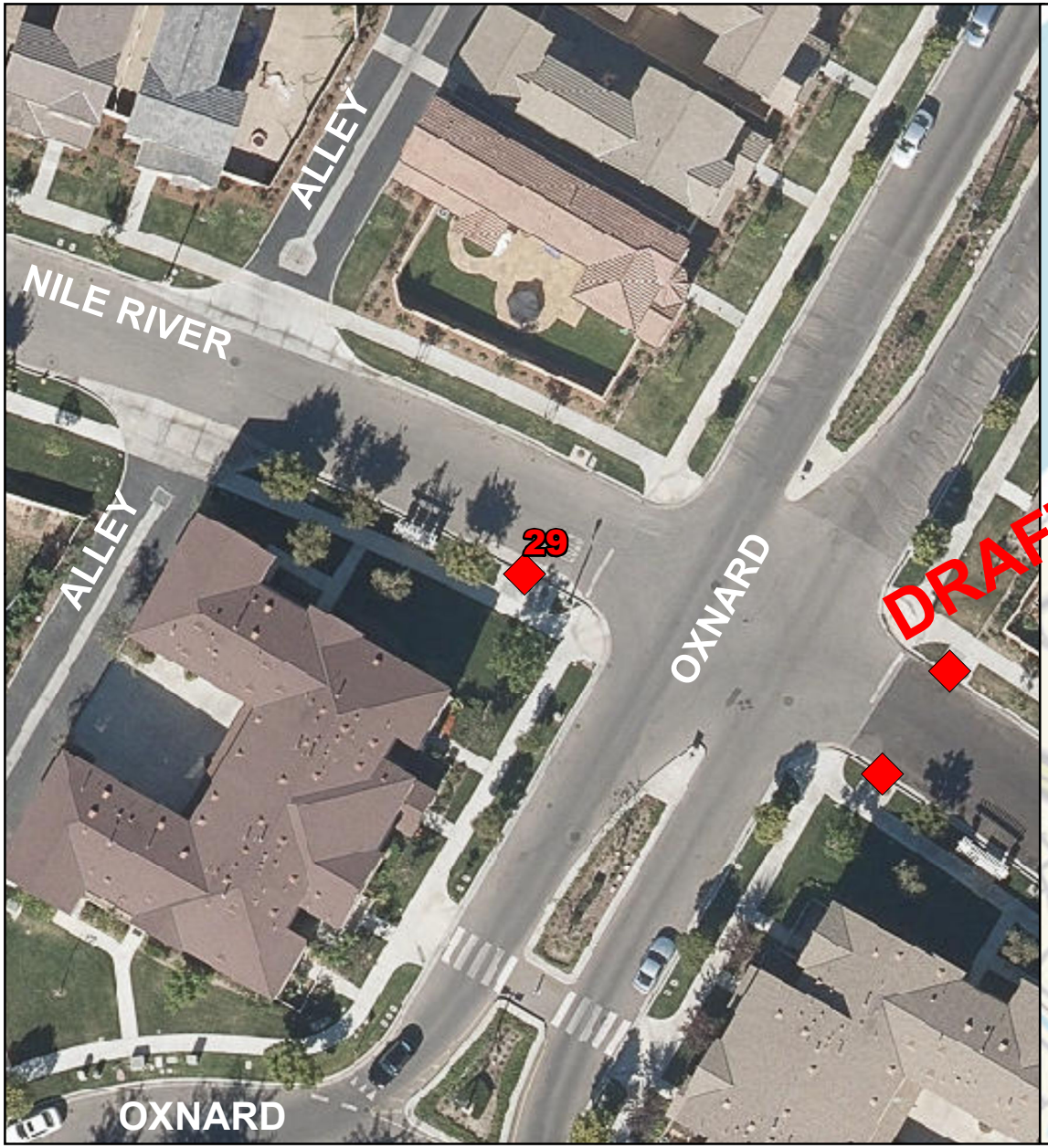
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 29





STORMFILTER CATCHBASIN - 6'X15'

Number of Cartridges is 15

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 30





STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 21

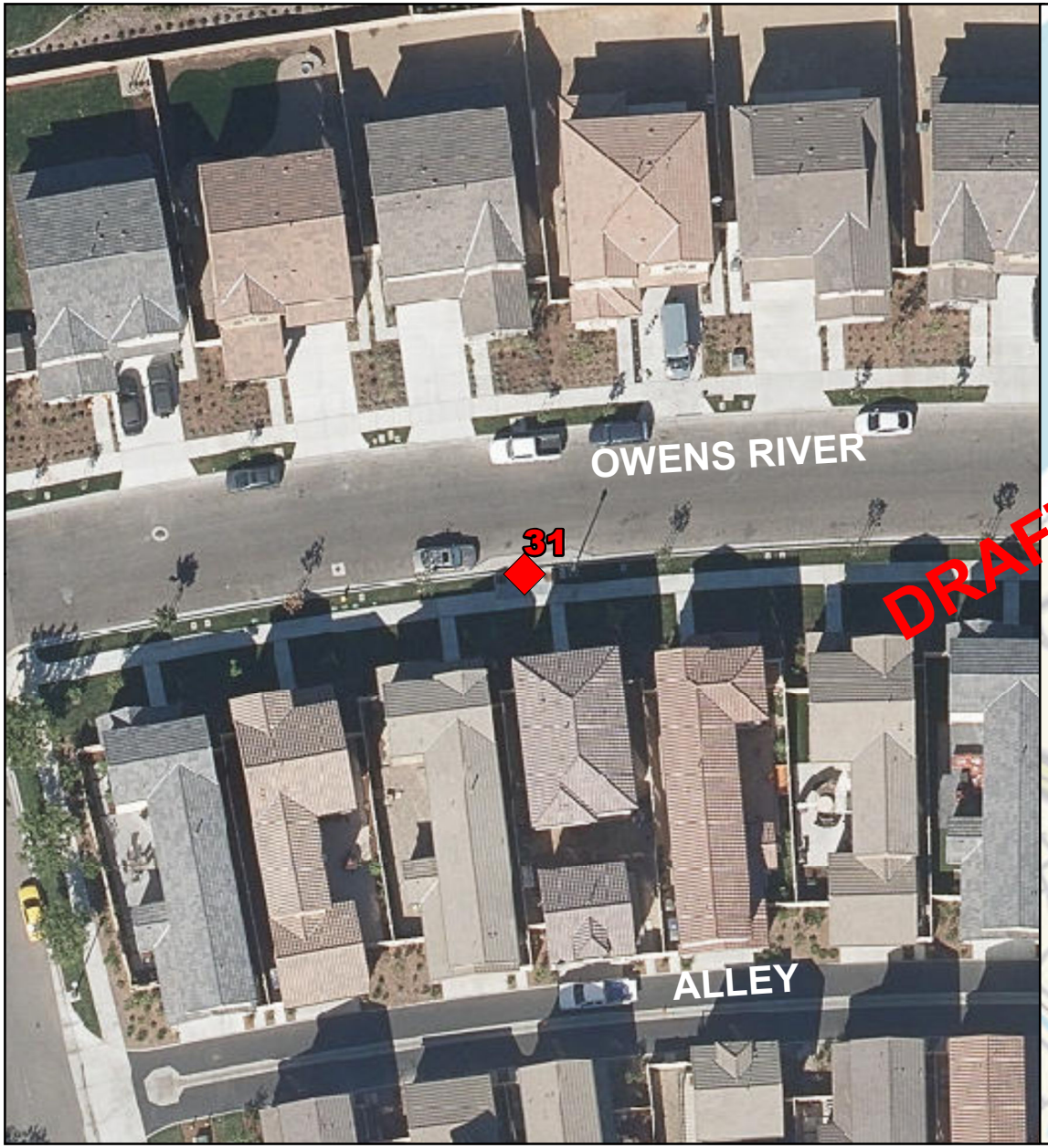
Legend

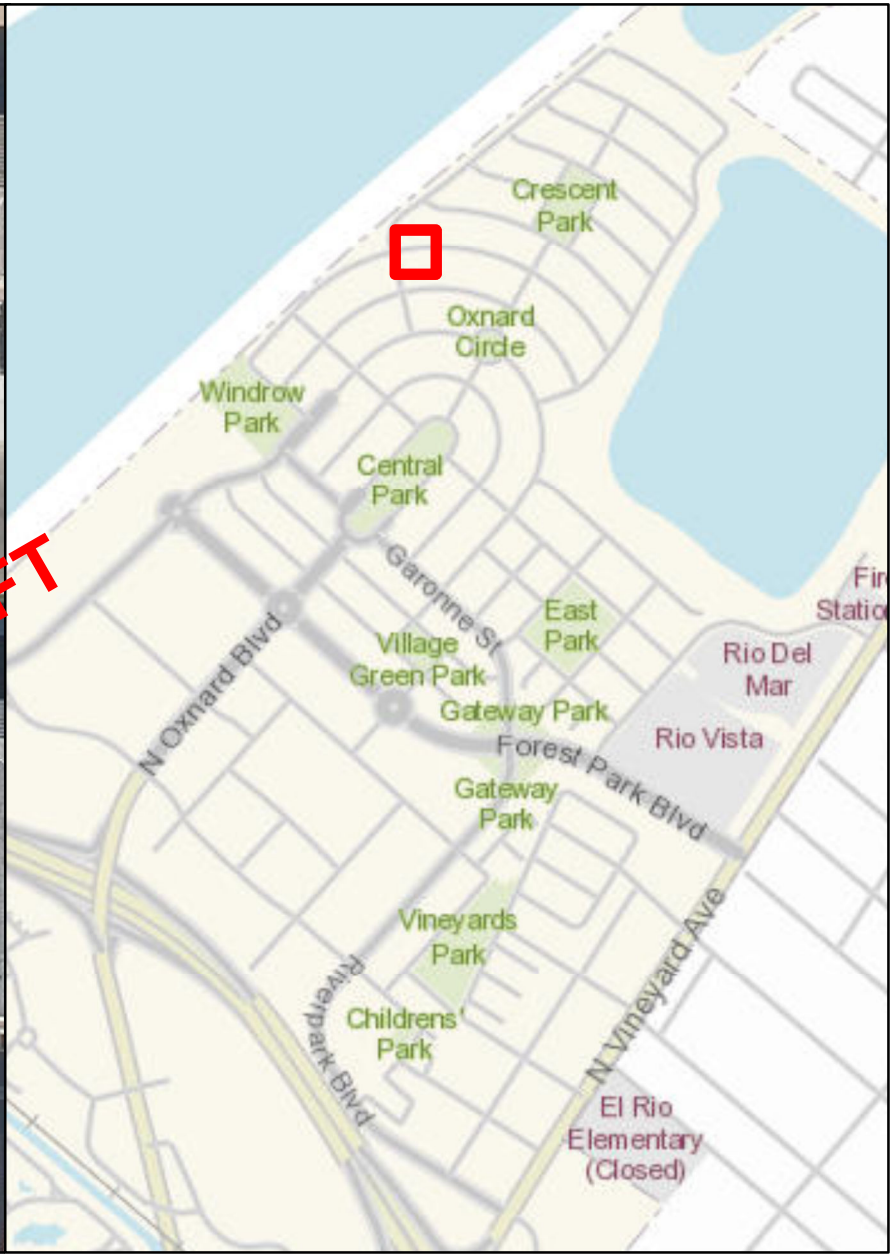
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 31





STORMFILTER CATCHBASIN - 6'X15'

Number of Cartridges is 14

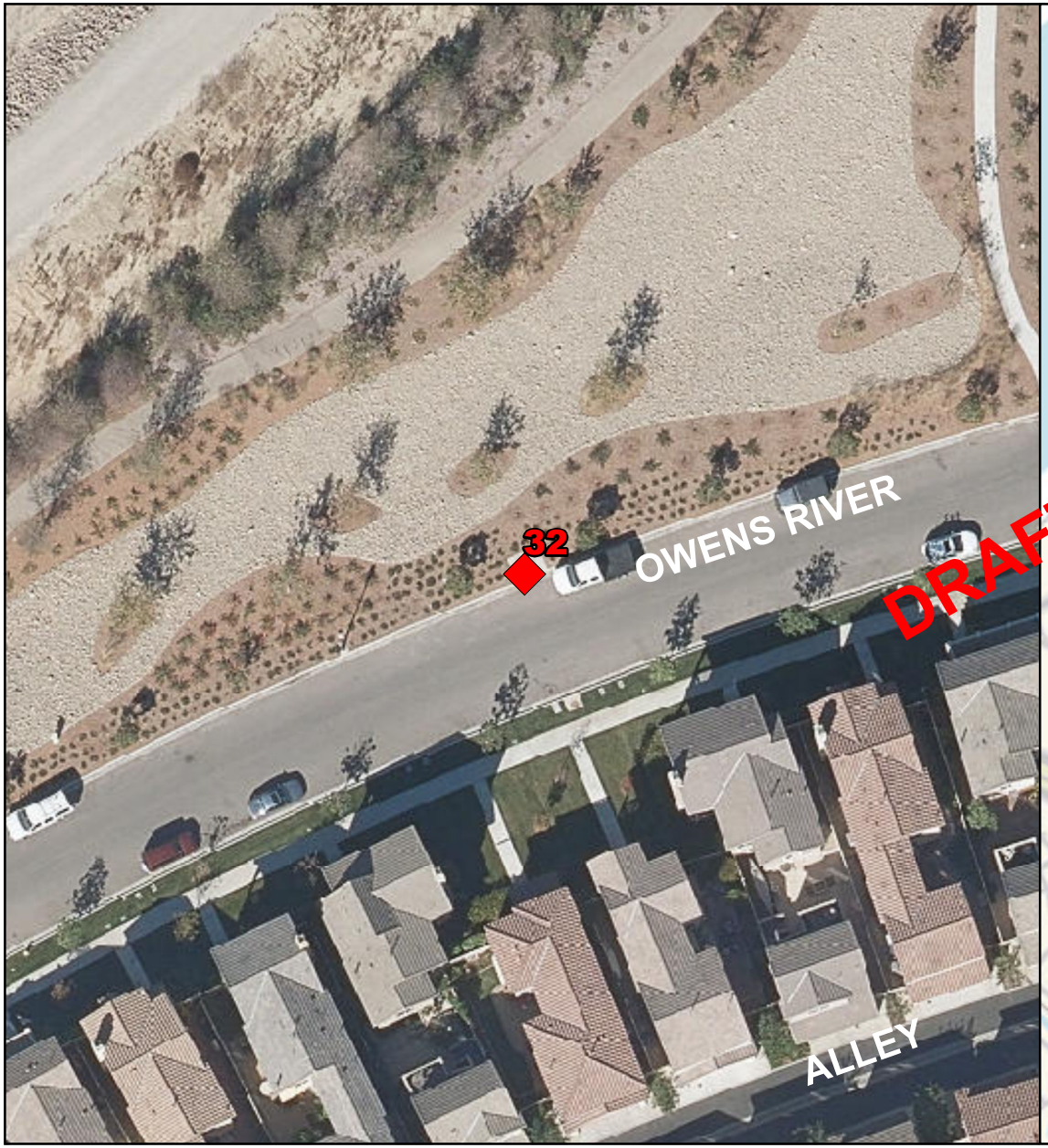
Legend

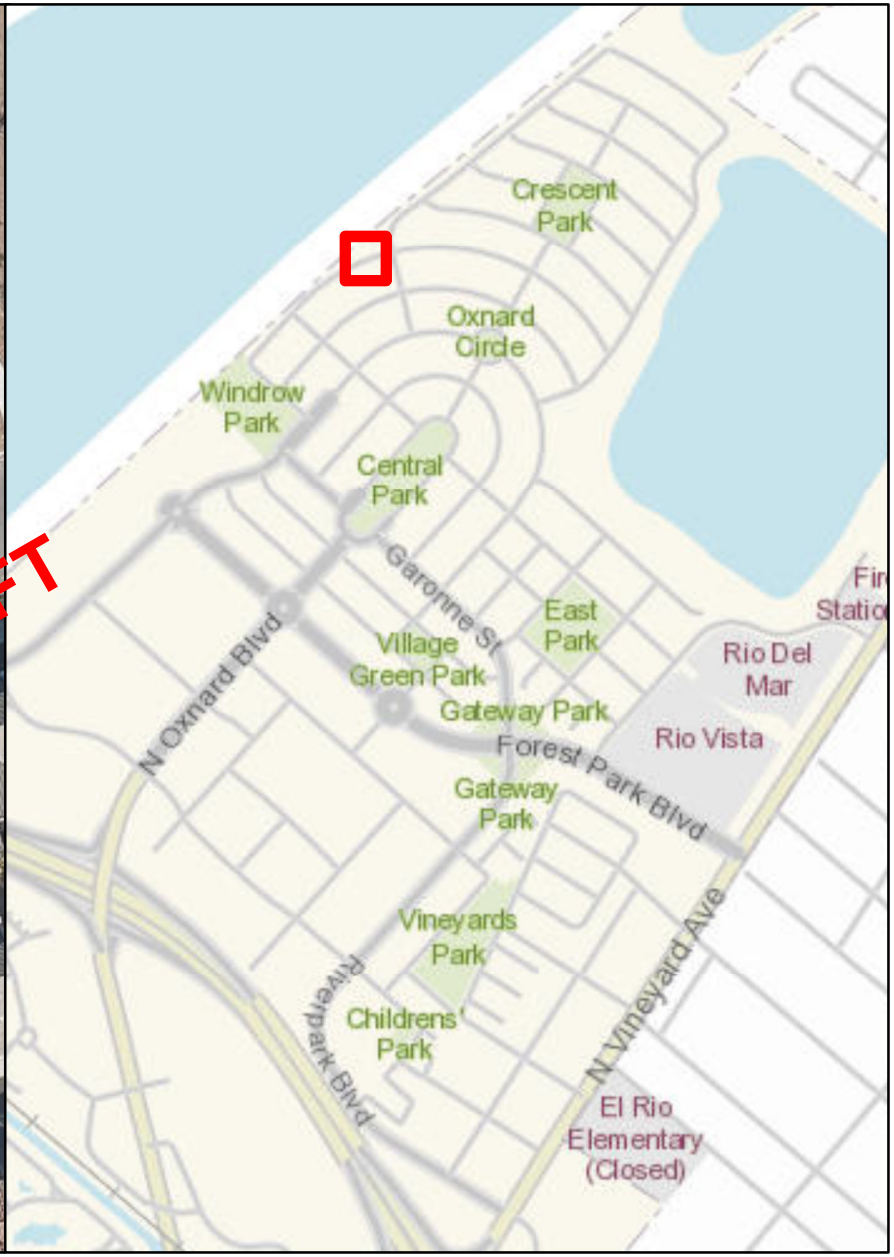
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 32





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 33





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

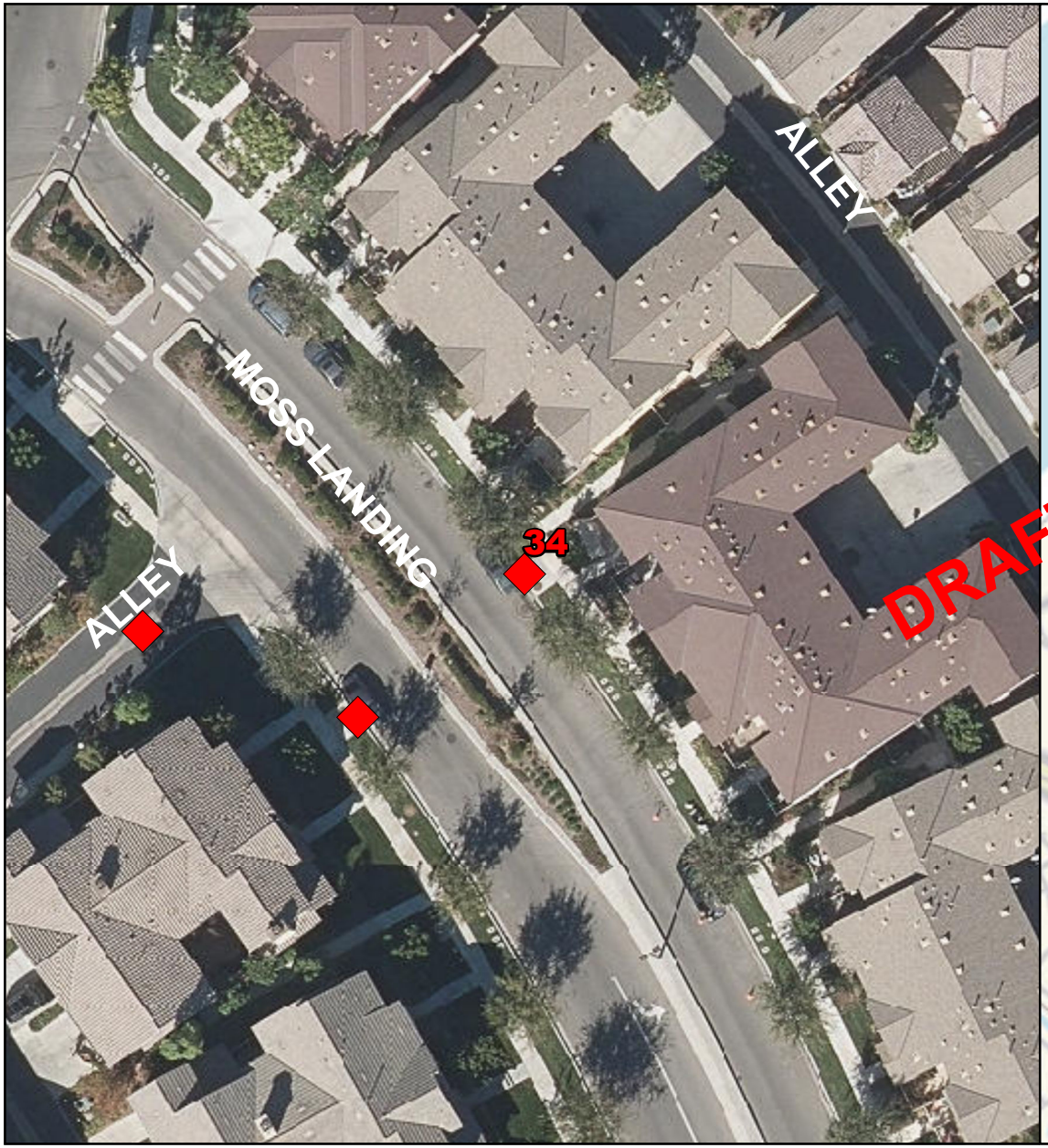
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 34





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

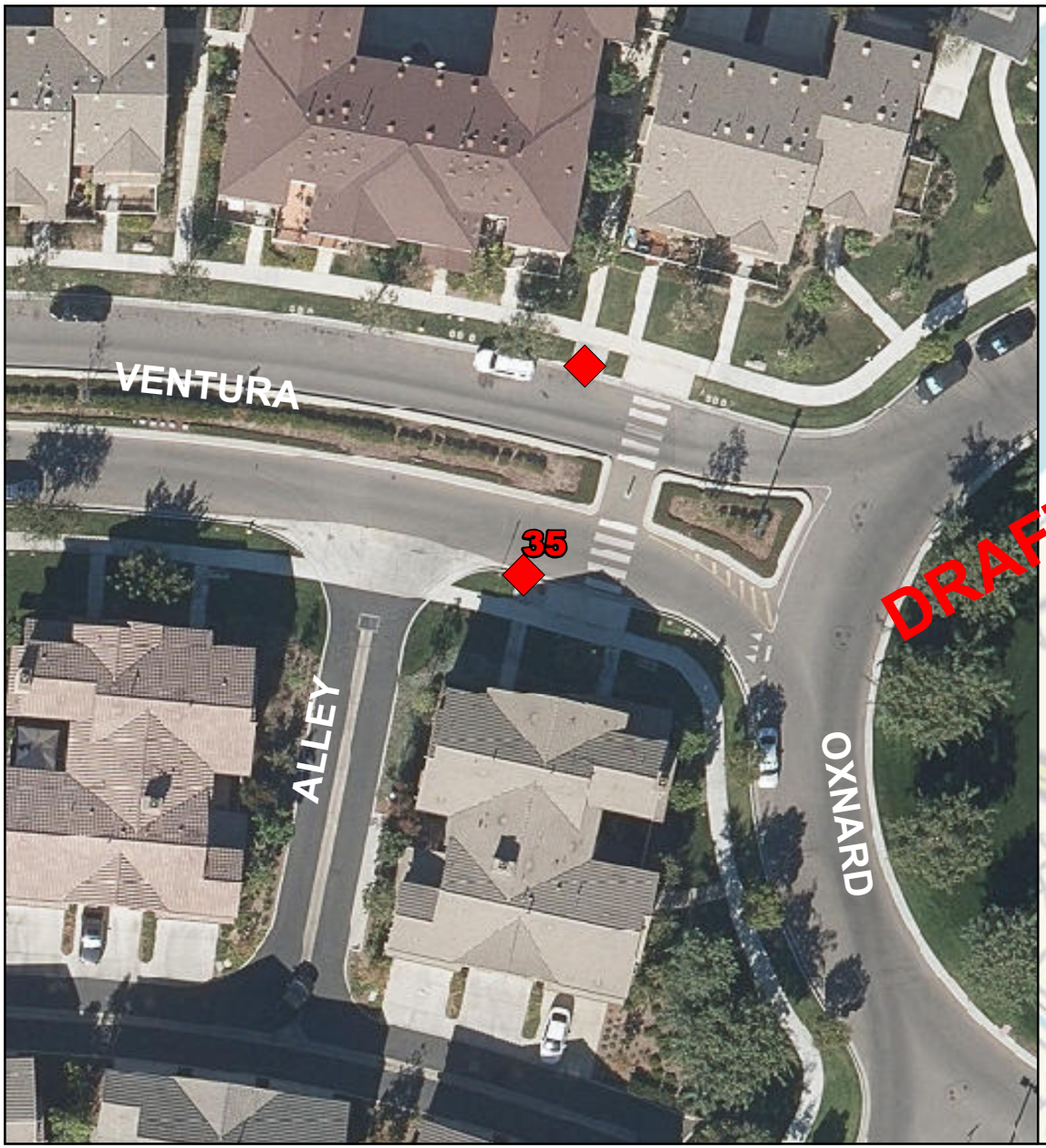
Legend

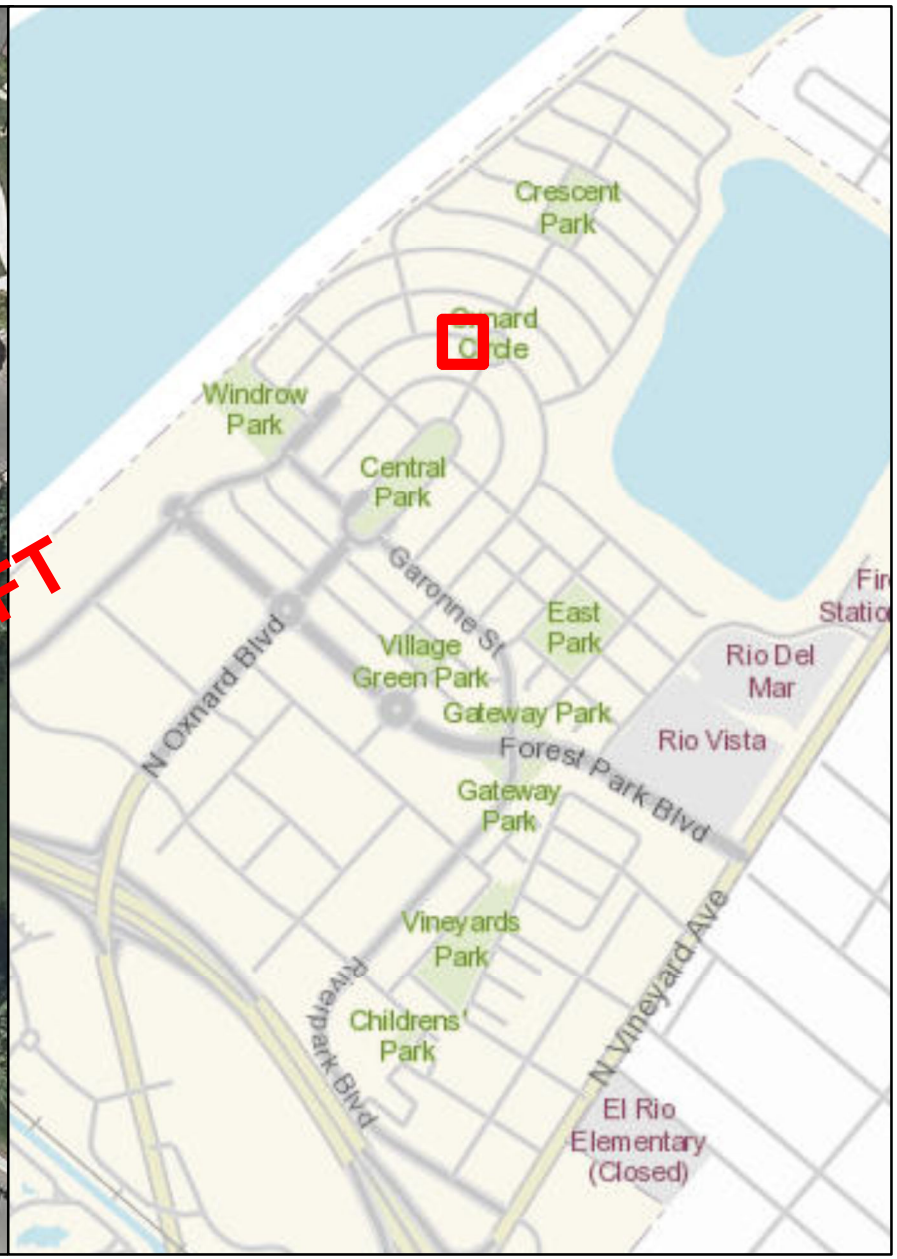
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 35





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

Legend

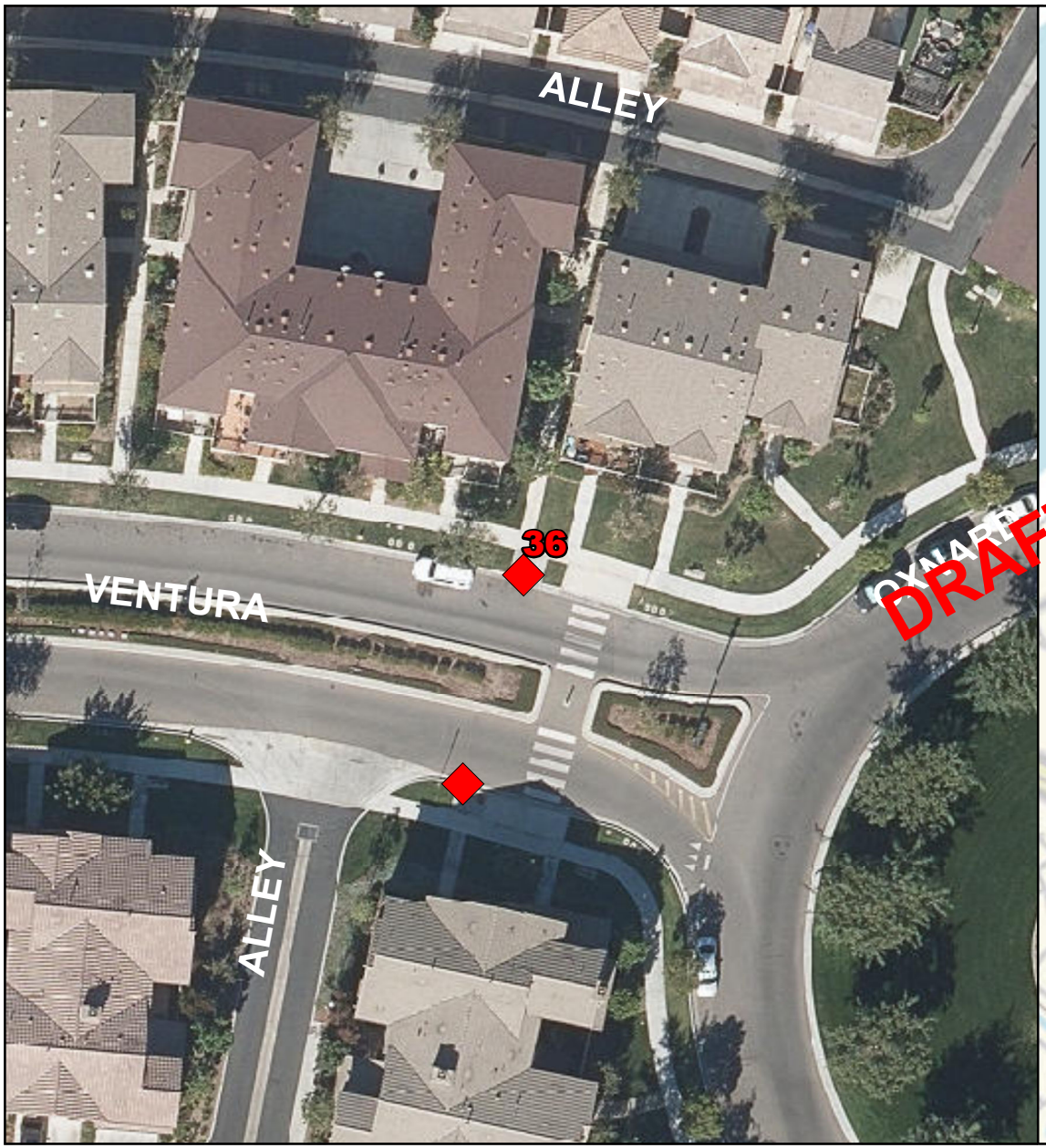
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

300

Filtration Unit No. 36





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

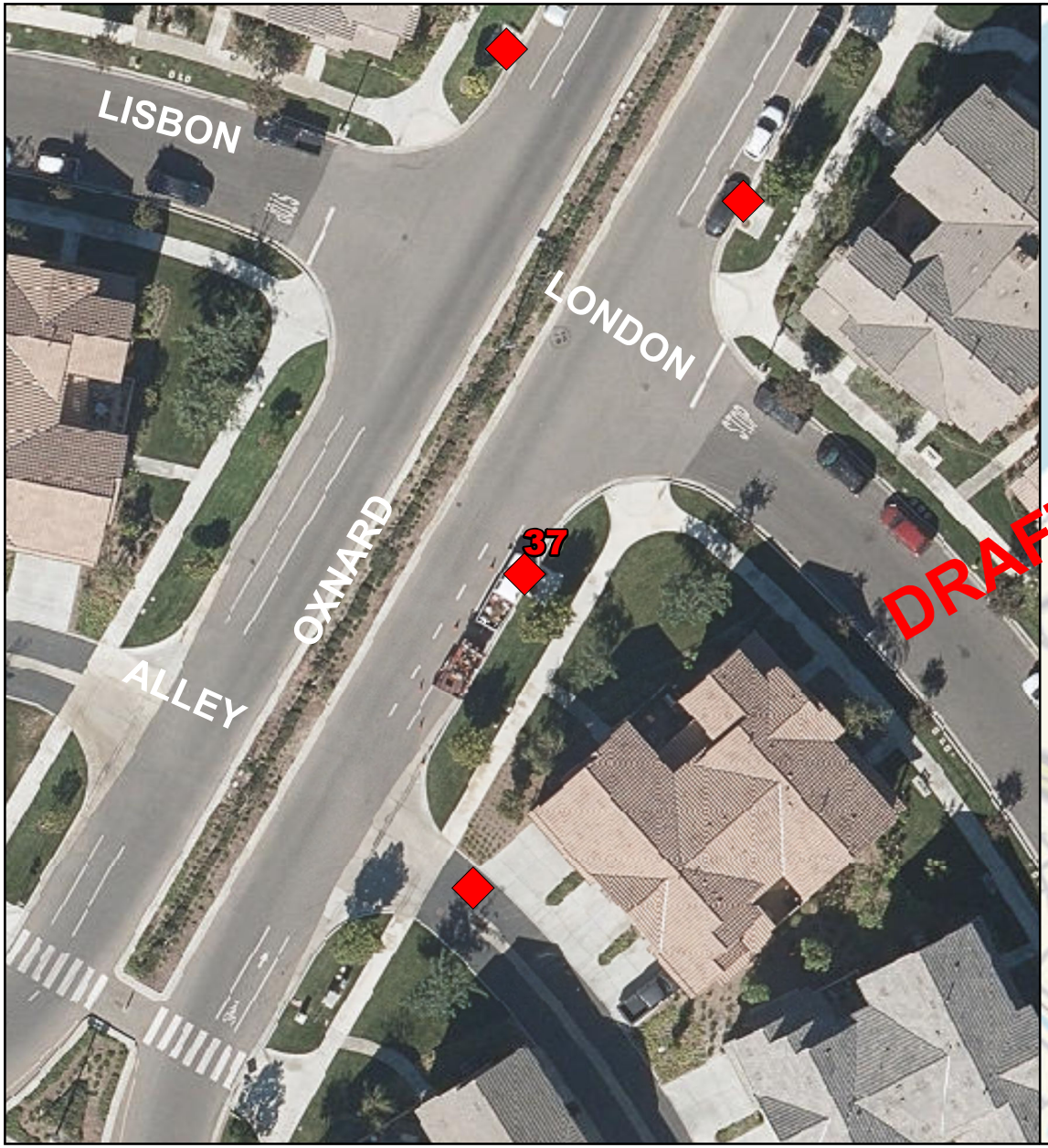
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 37





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

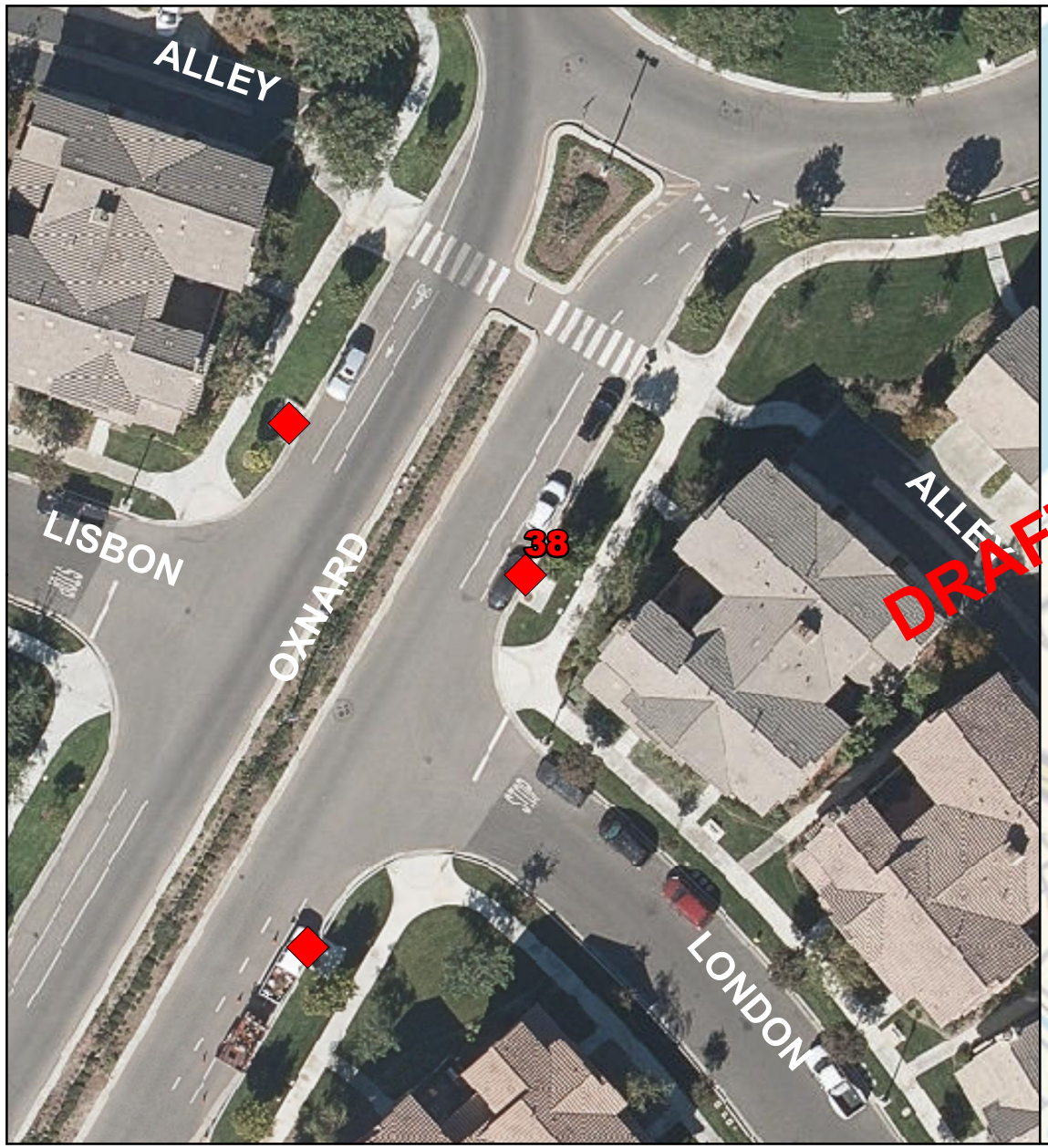
Legend

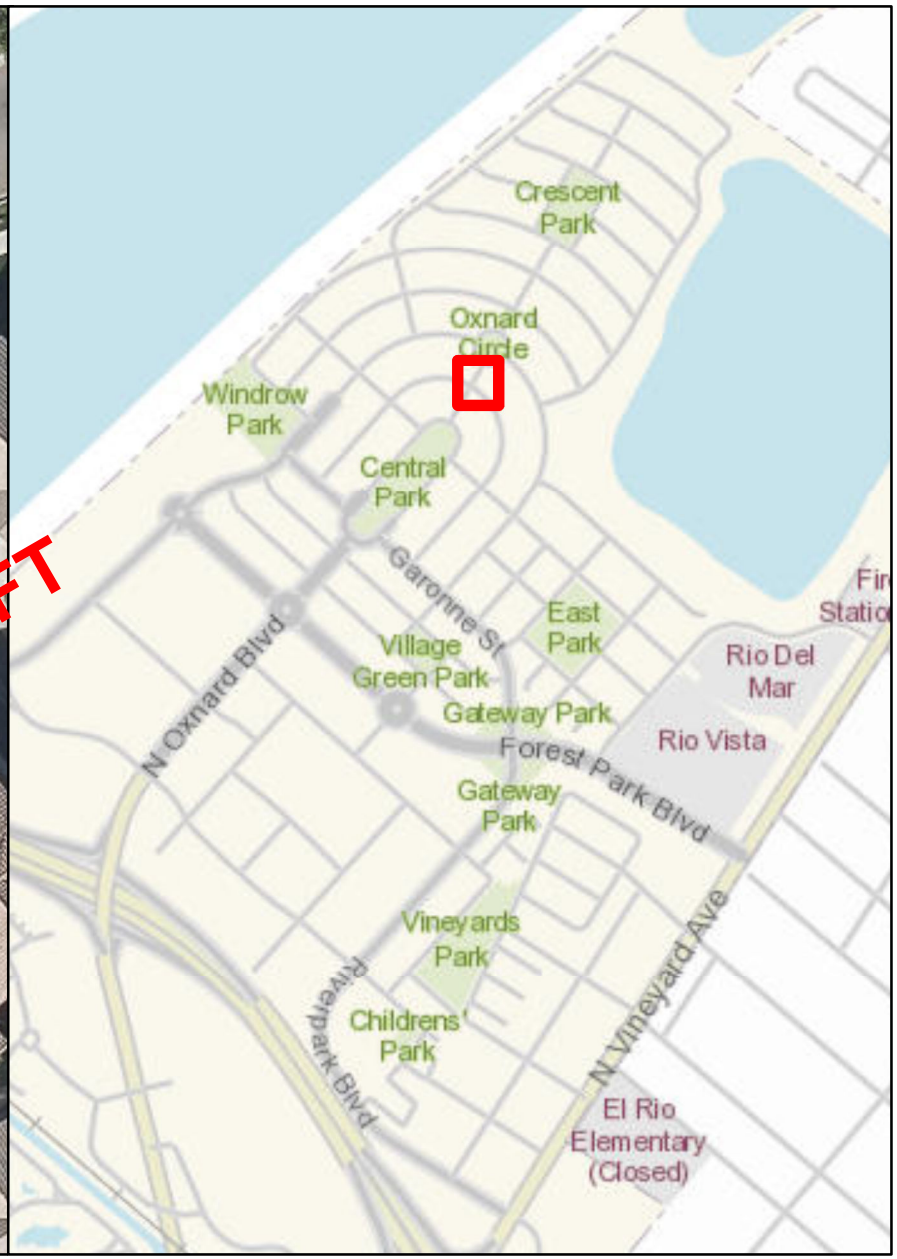
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 38





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

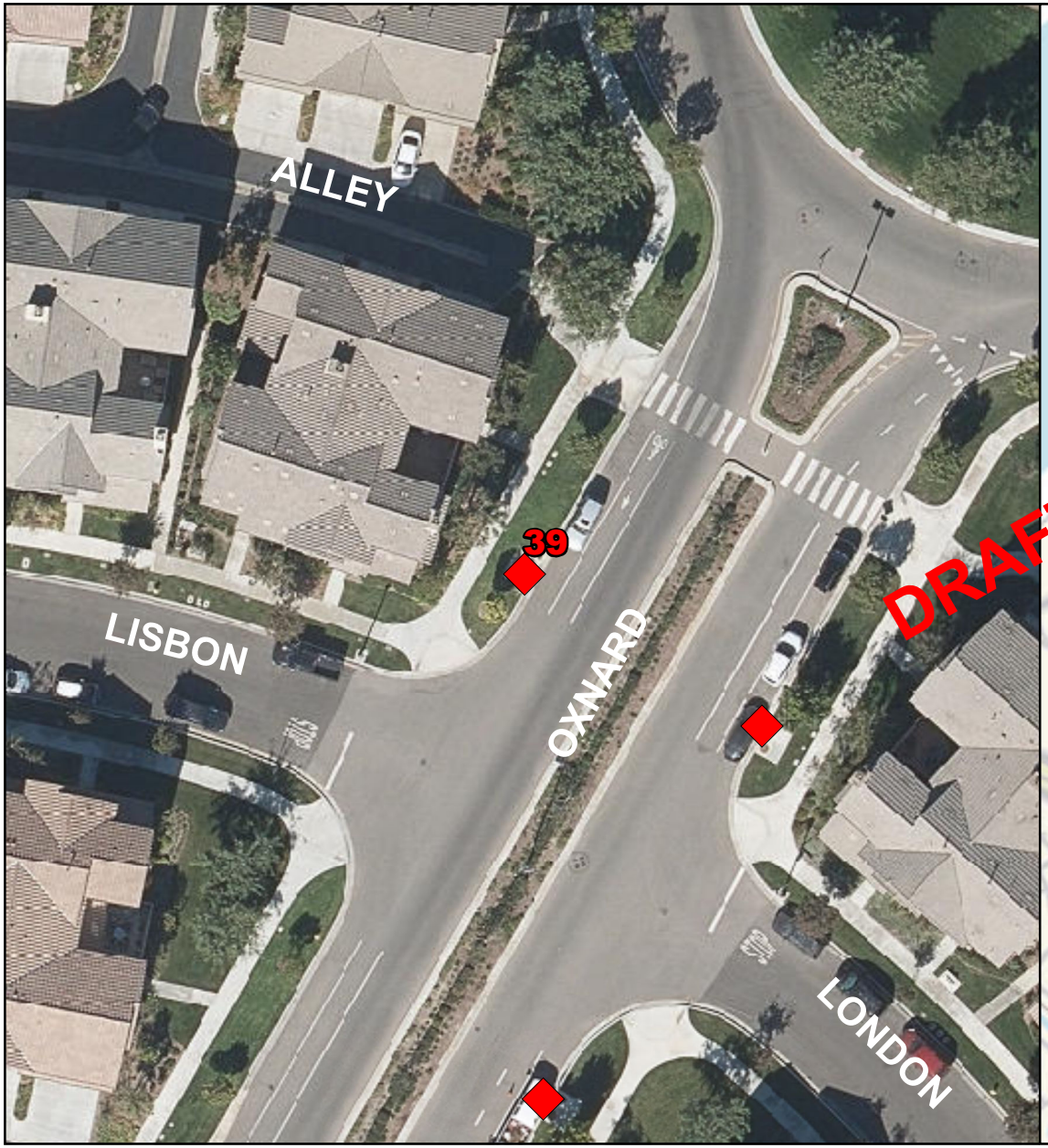
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 39





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

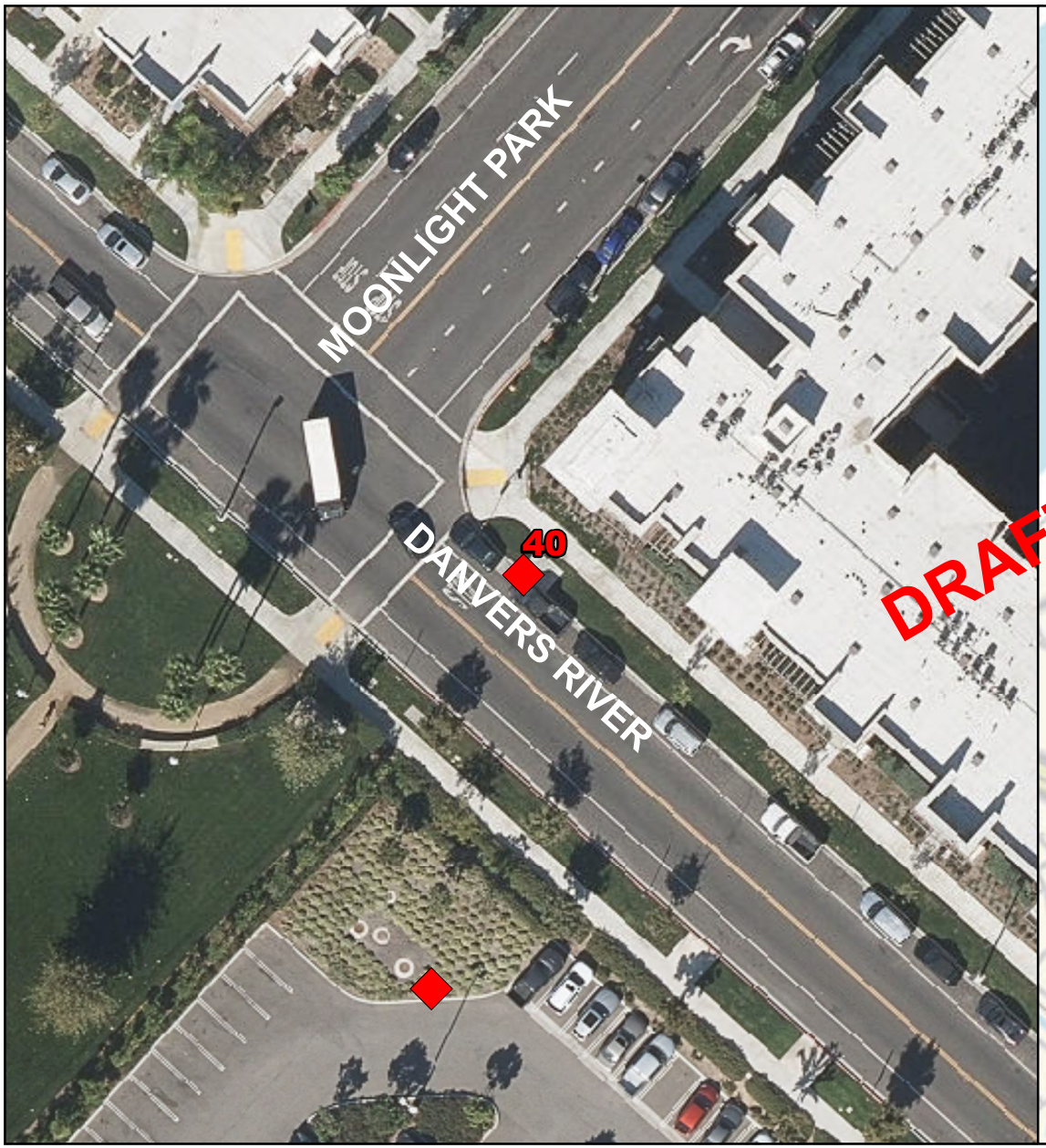
Legend

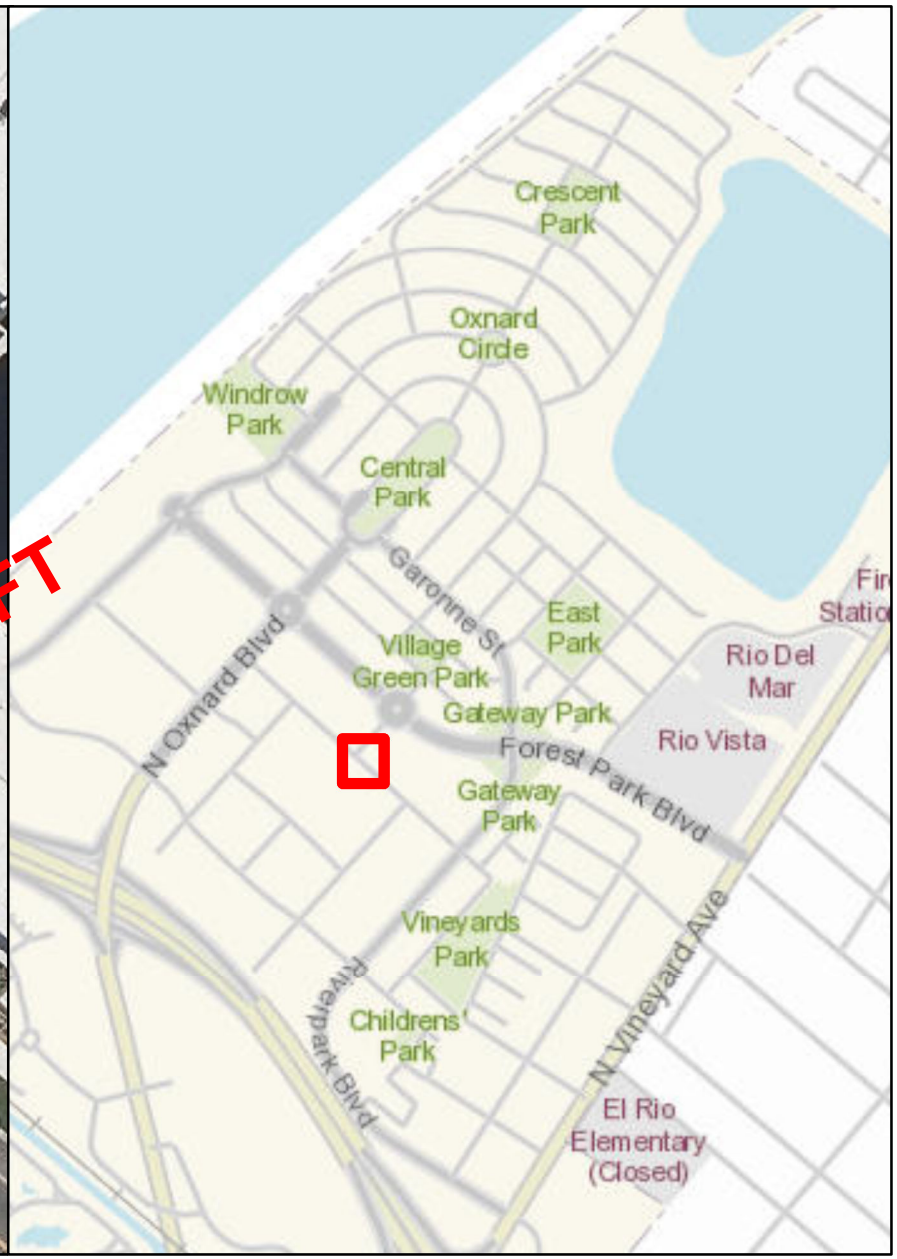
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 40





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

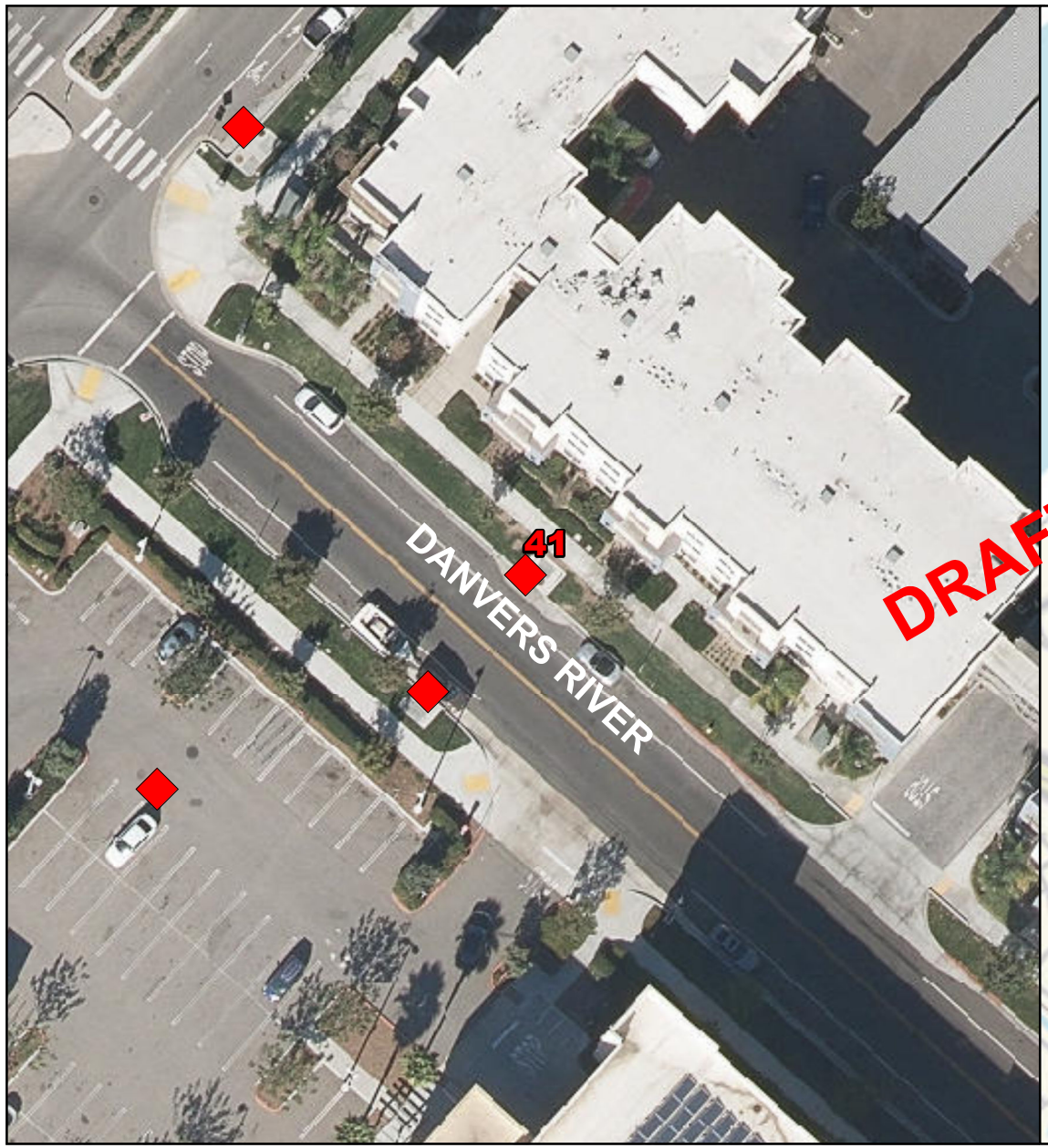
Legend

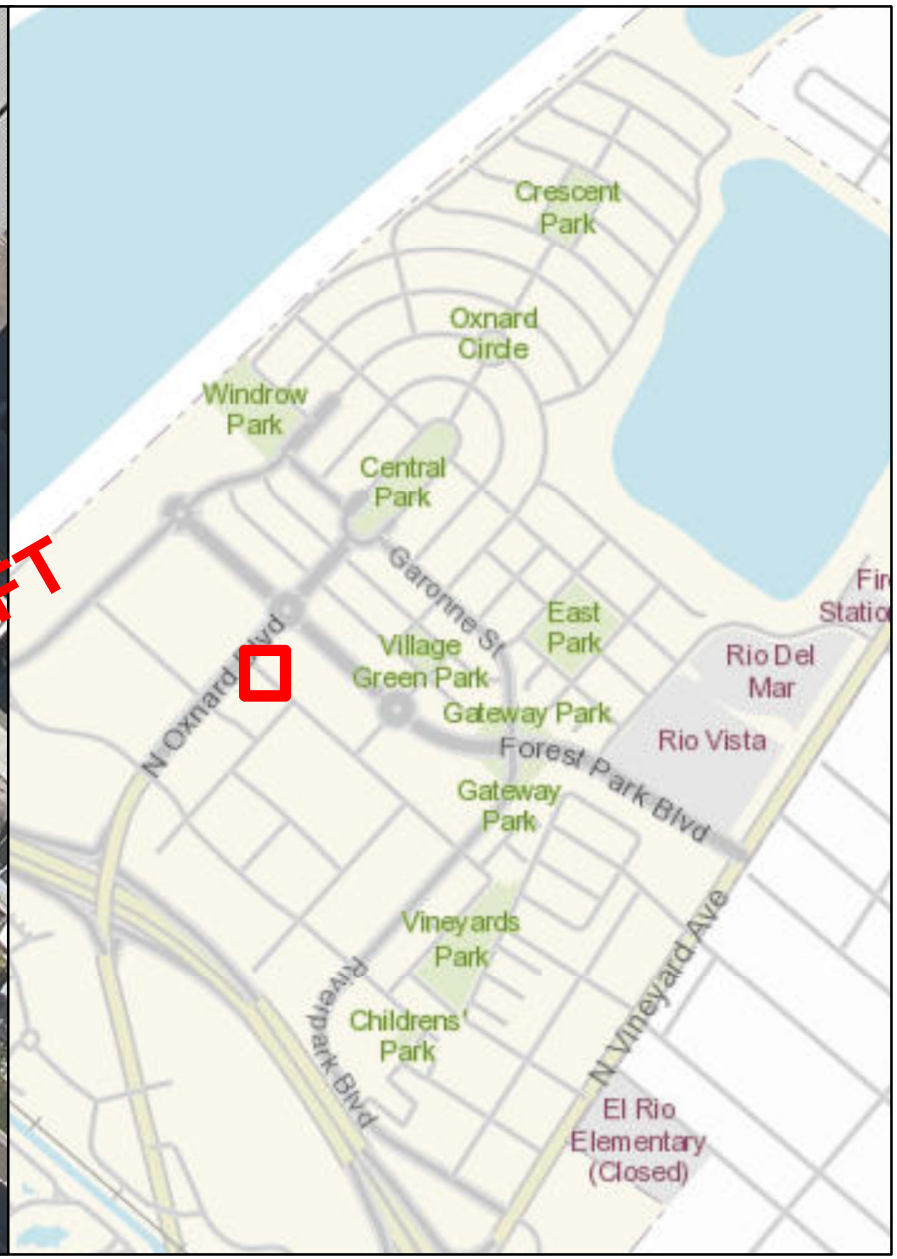
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 41





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

Legend

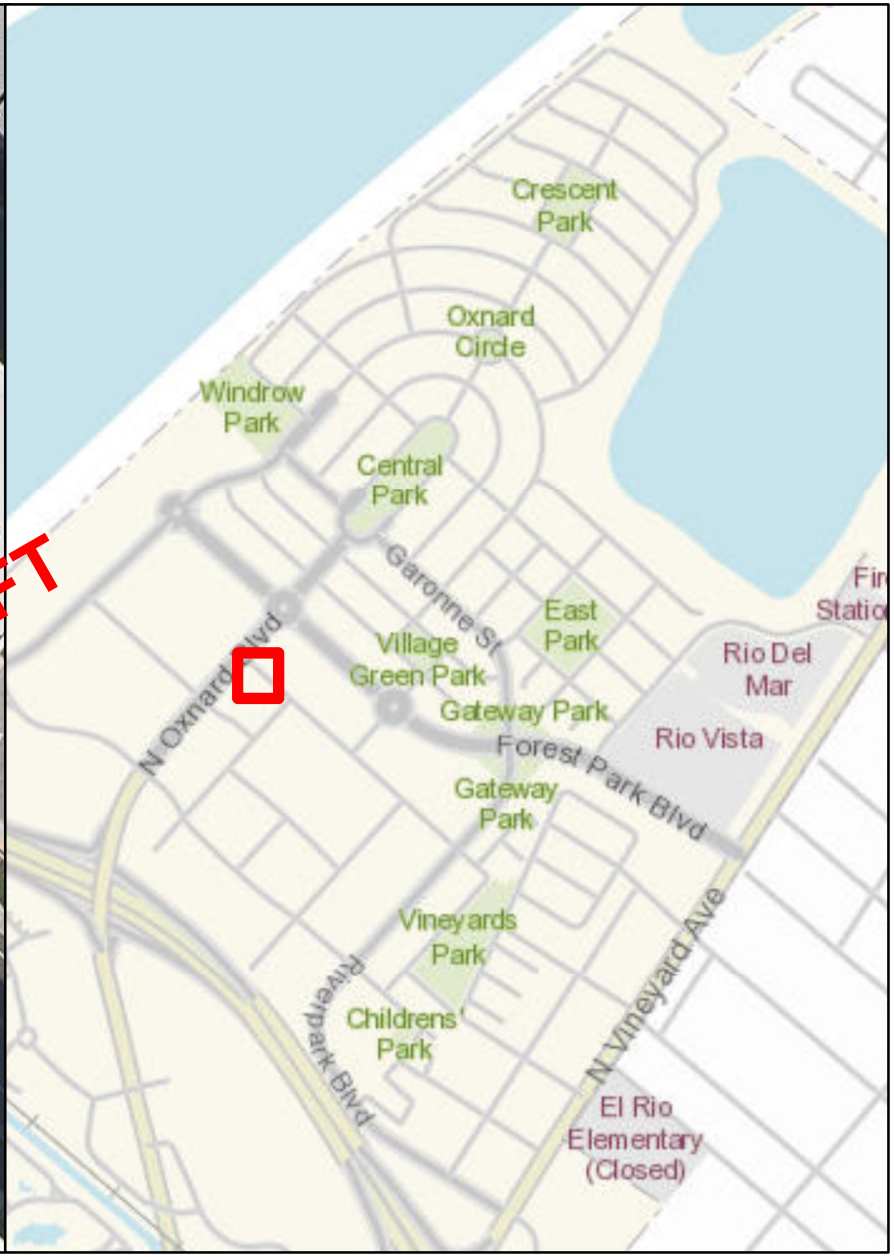
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 42





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

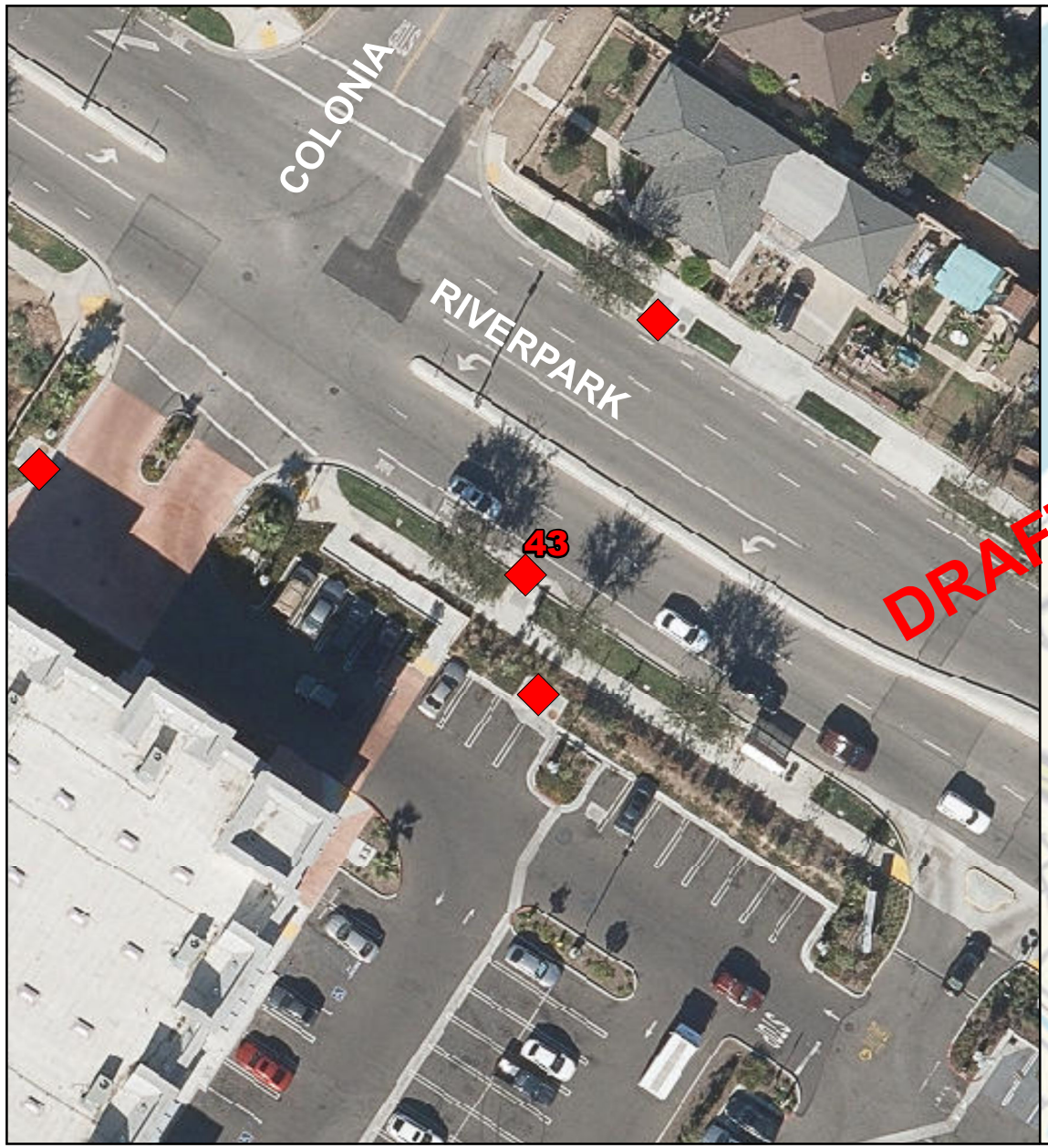
Legend

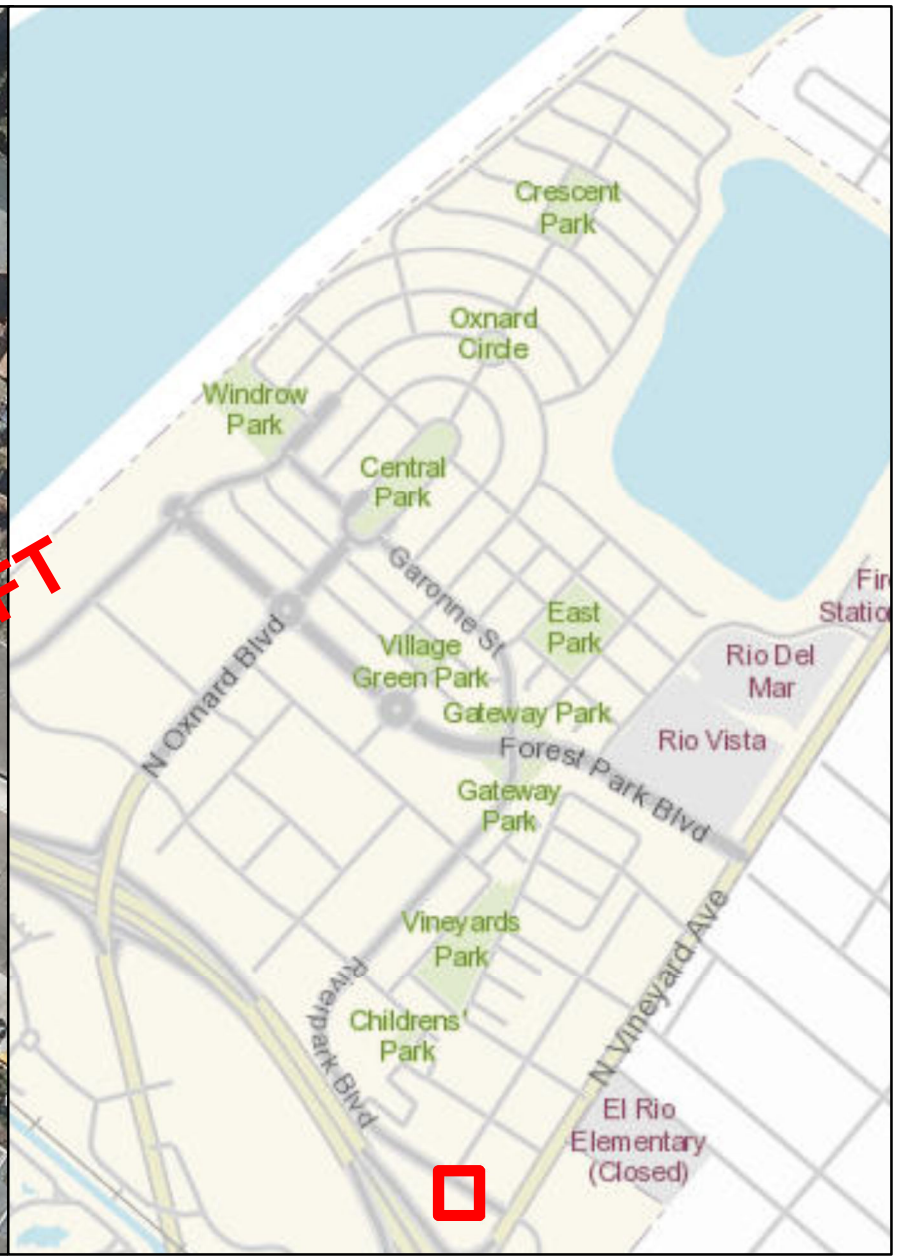
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 43





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

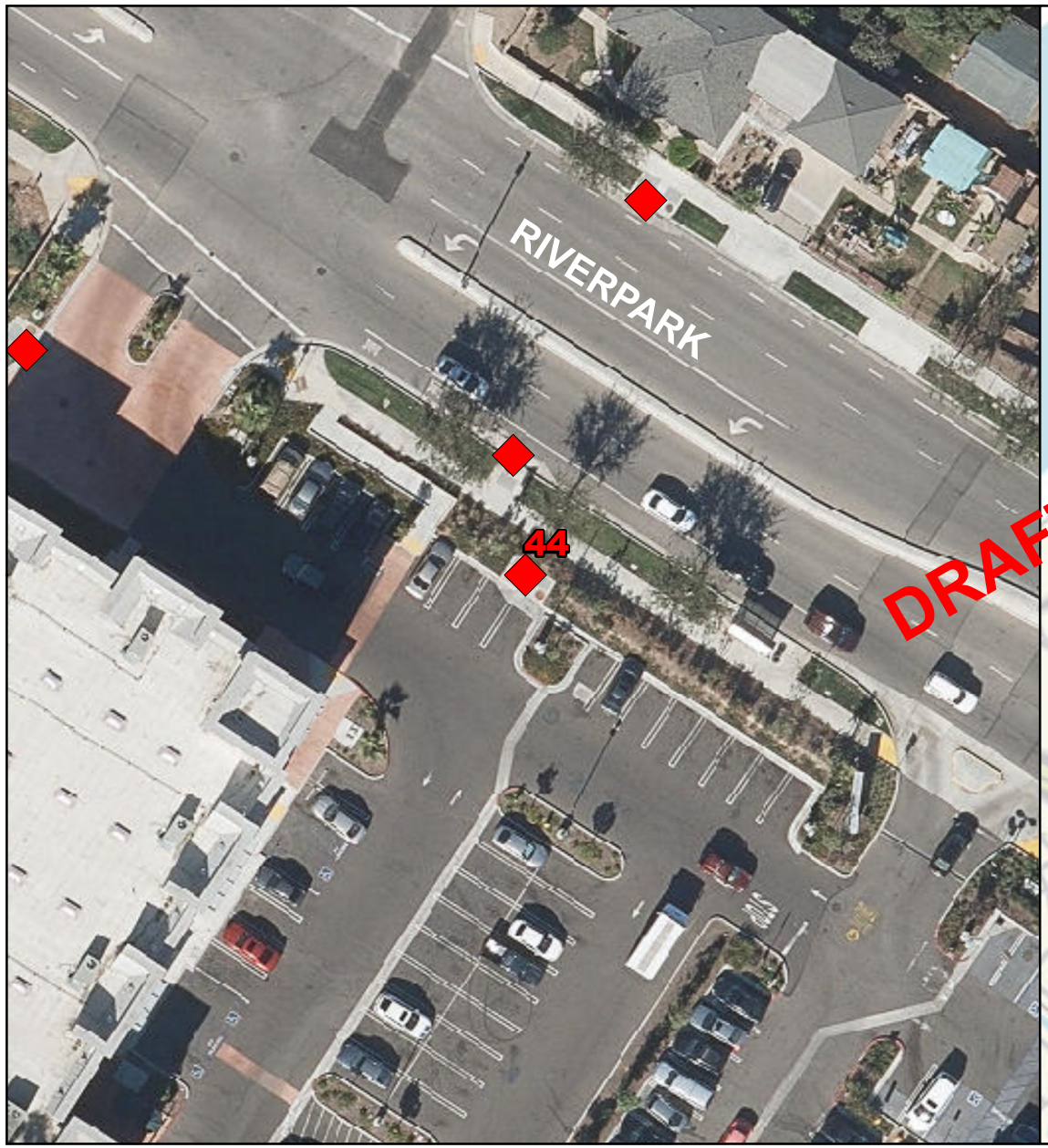
Legend

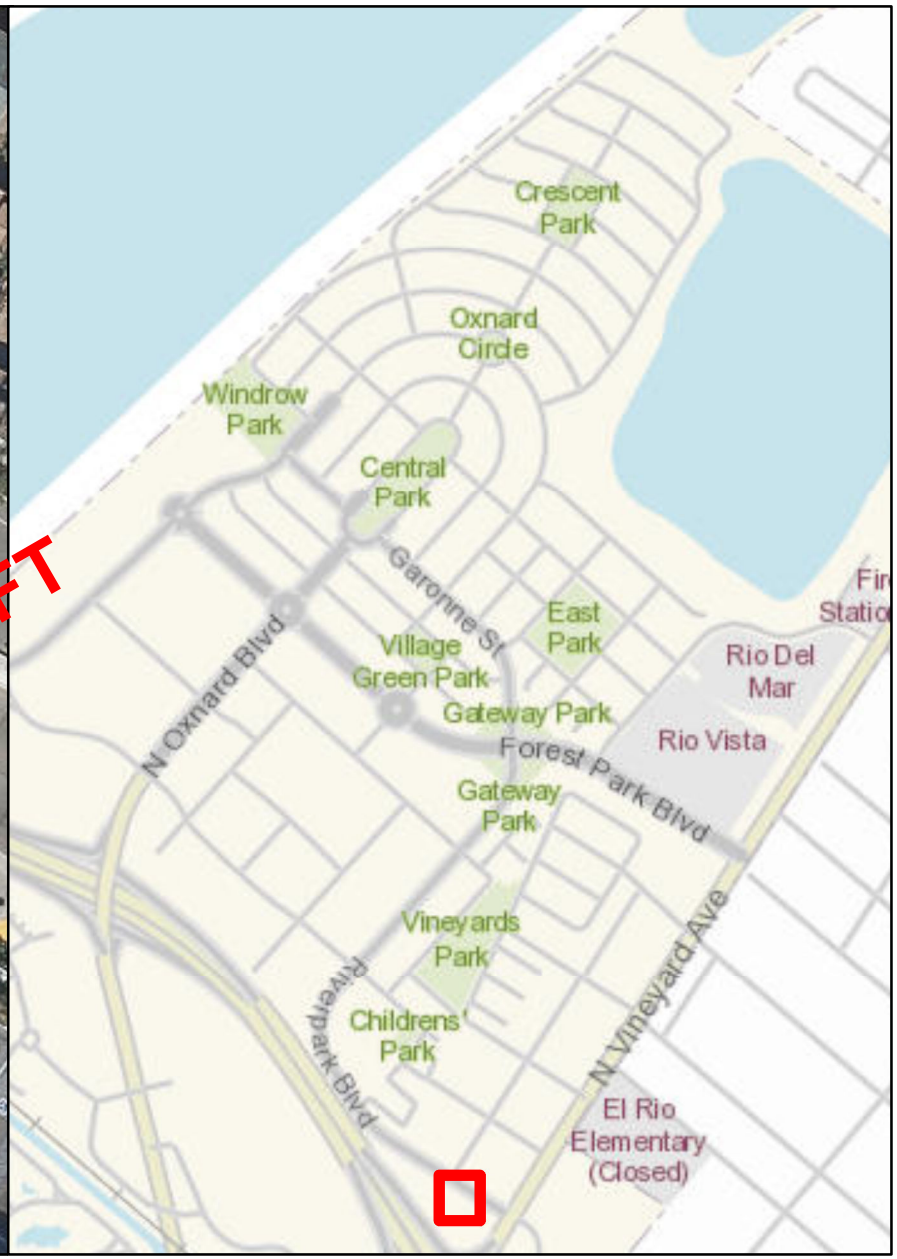
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 44





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 10

Legend

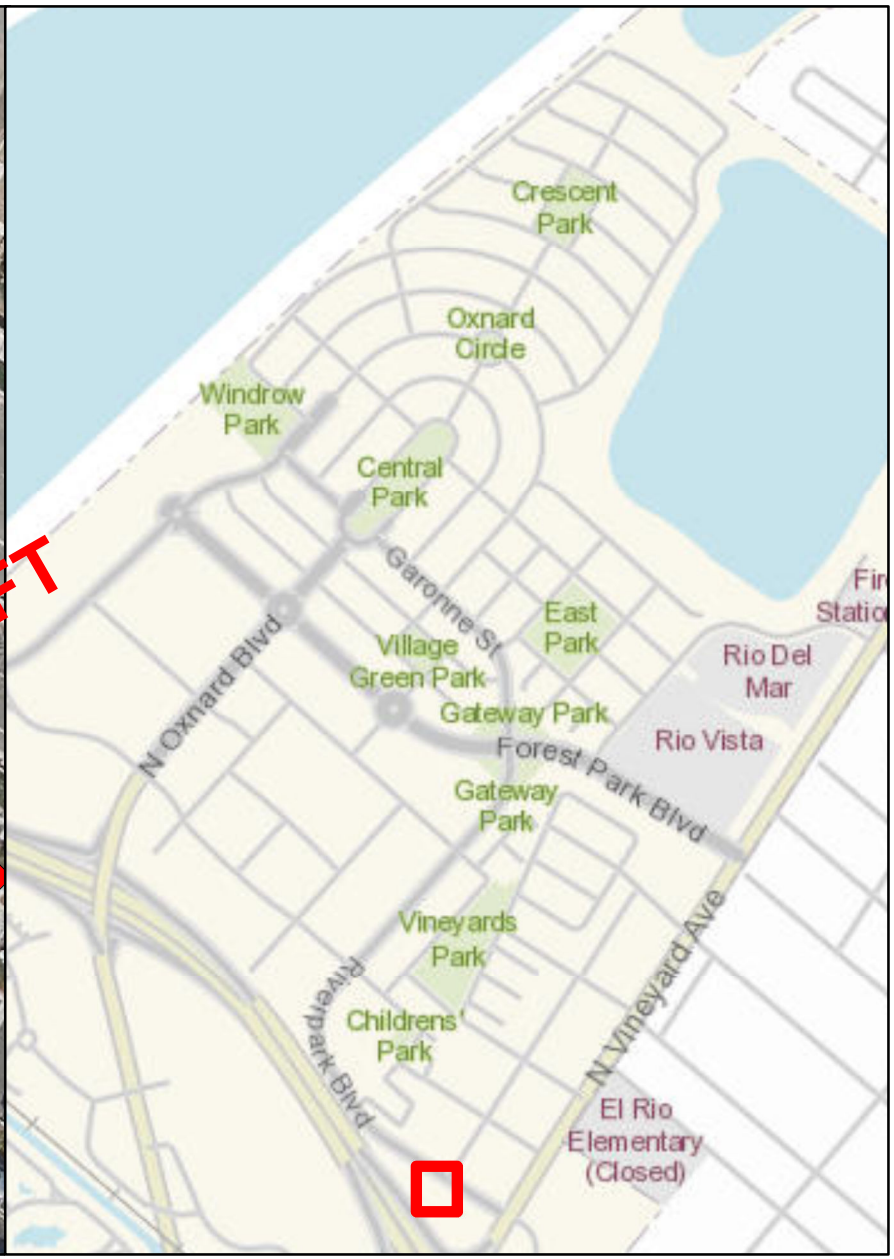
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 45





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

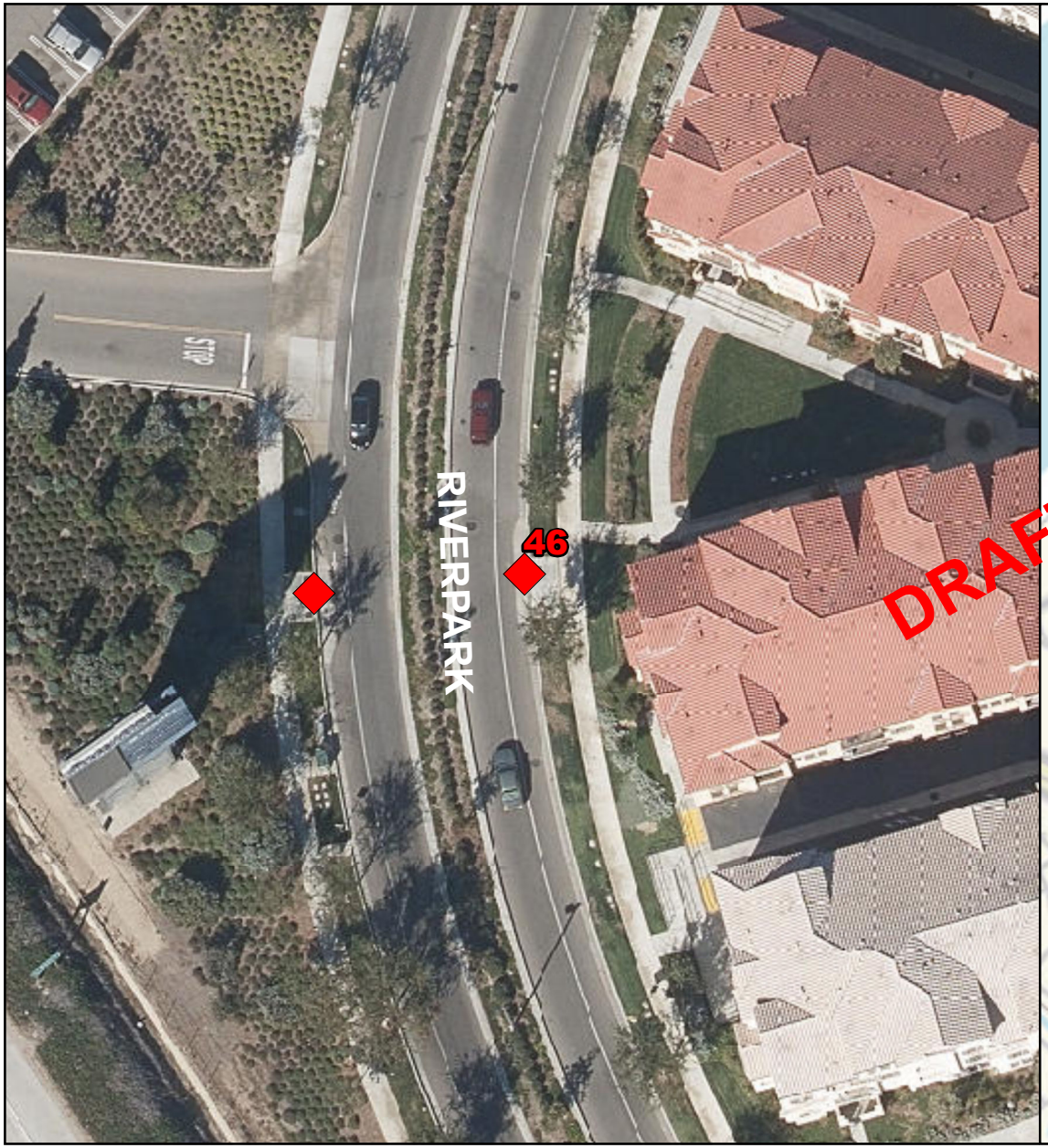
Legend

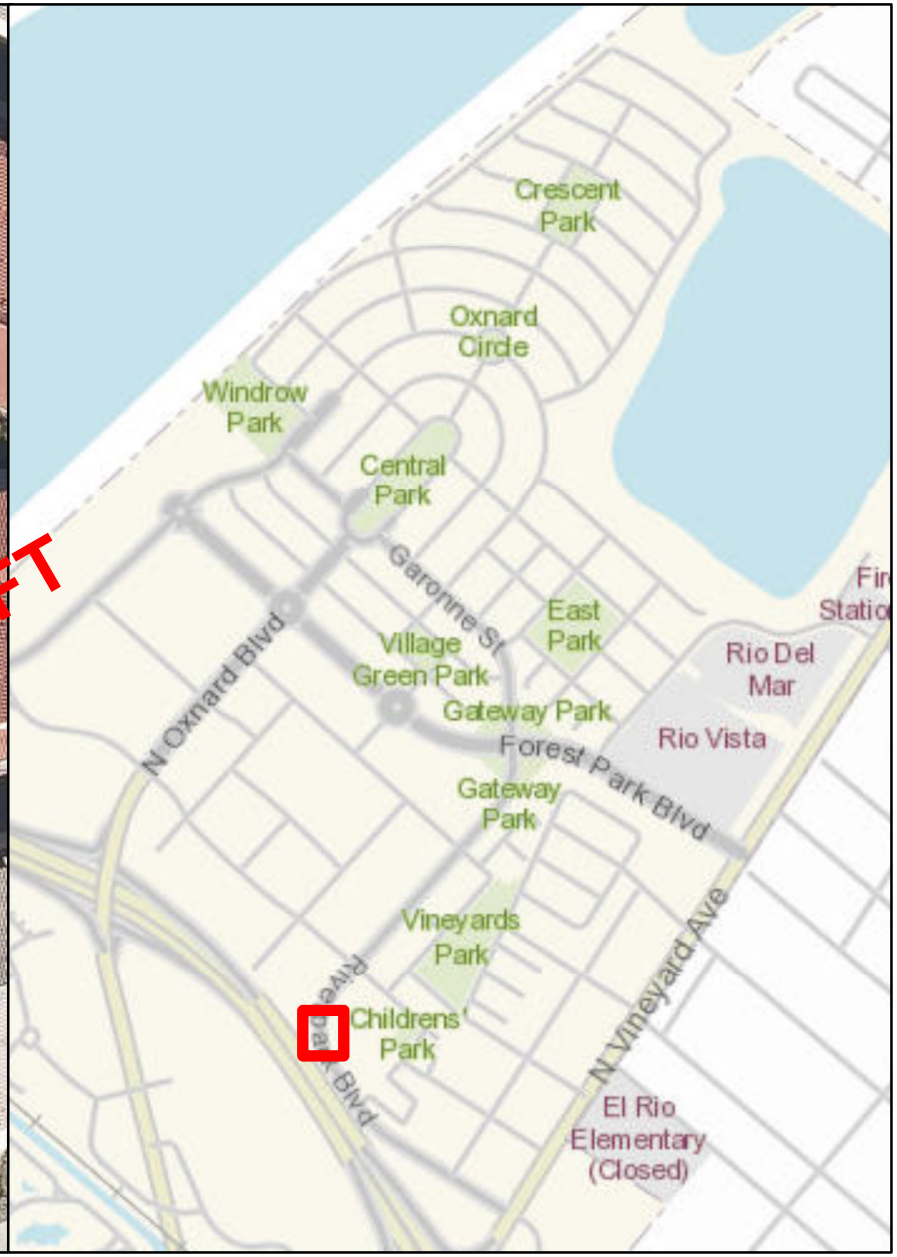
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 46





STORMFILTER CATCHBASIN - 6'X15'

Number of Cartridges is 7

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 47





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 48





STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 21

Legend

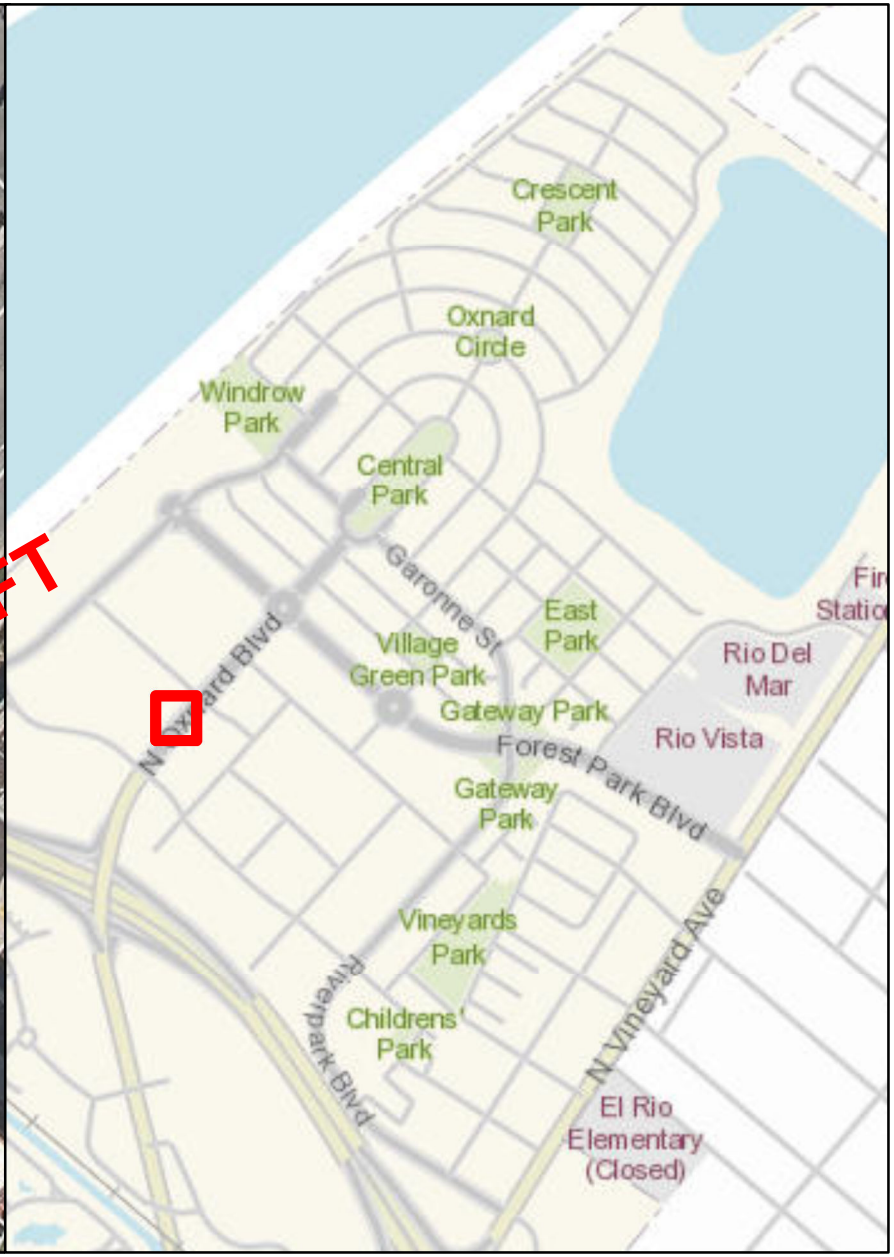
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 49





STORMFILTER CATCHBASIN - 6'X15'

Number of Cartridges is 10

Legend

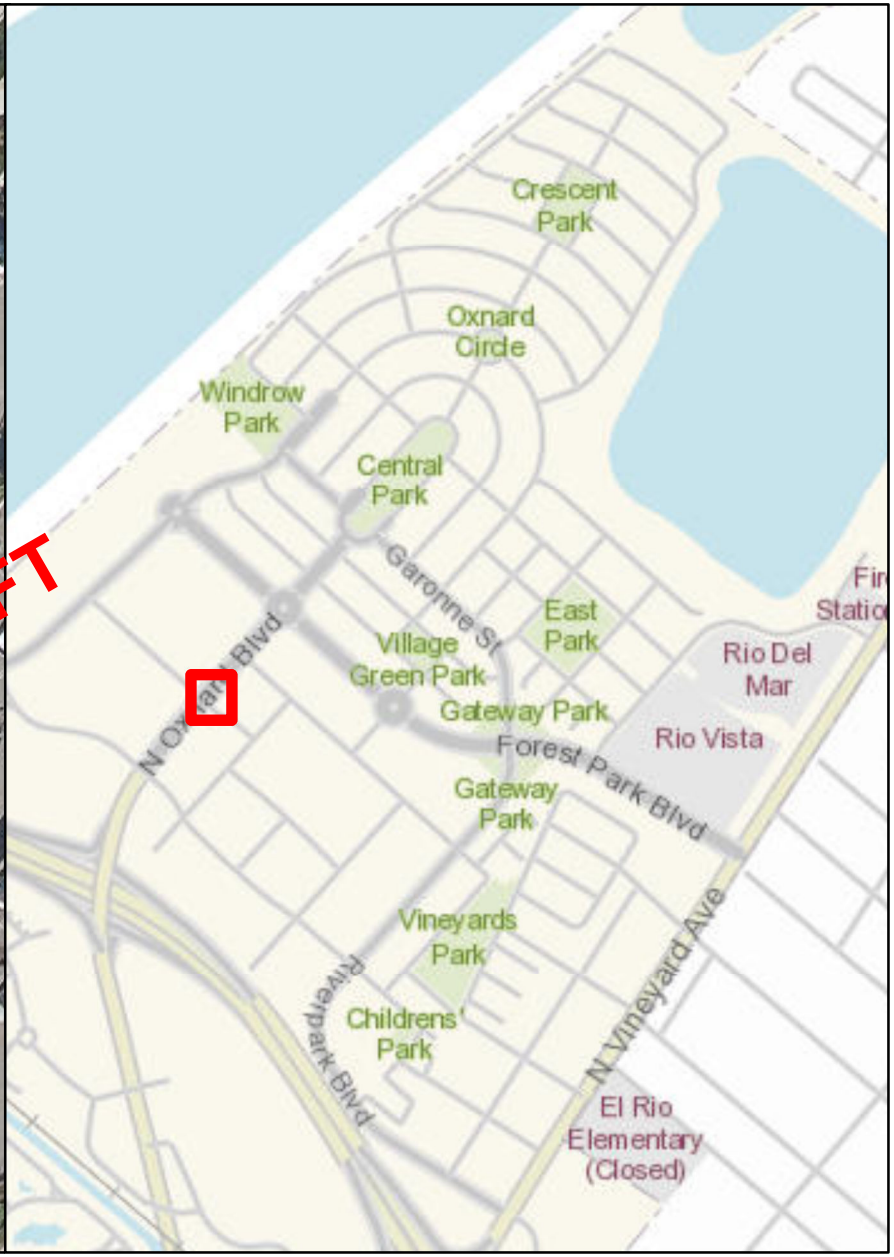
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 50





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

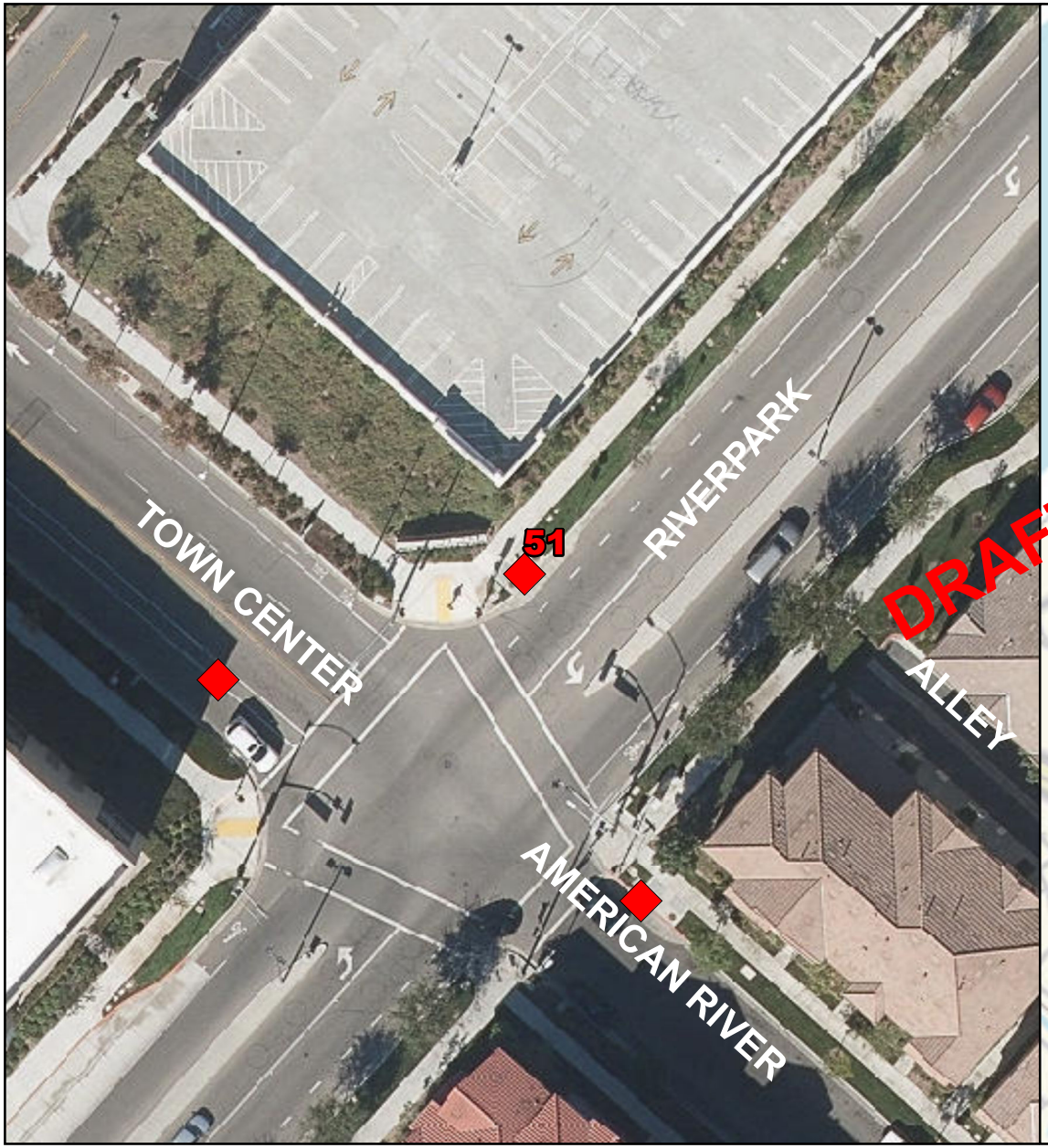
Legend

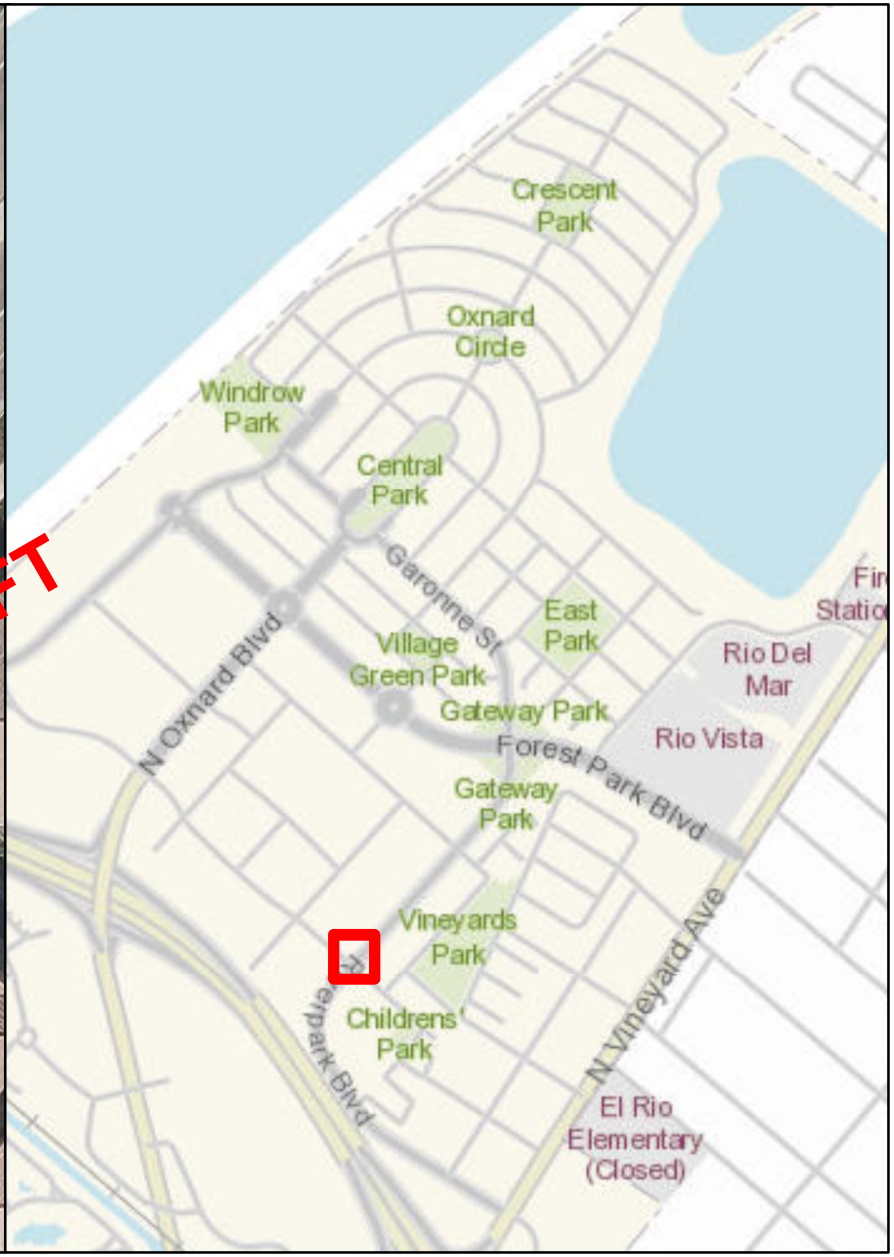
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 315

Filtration Unit No. 51





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

Legend

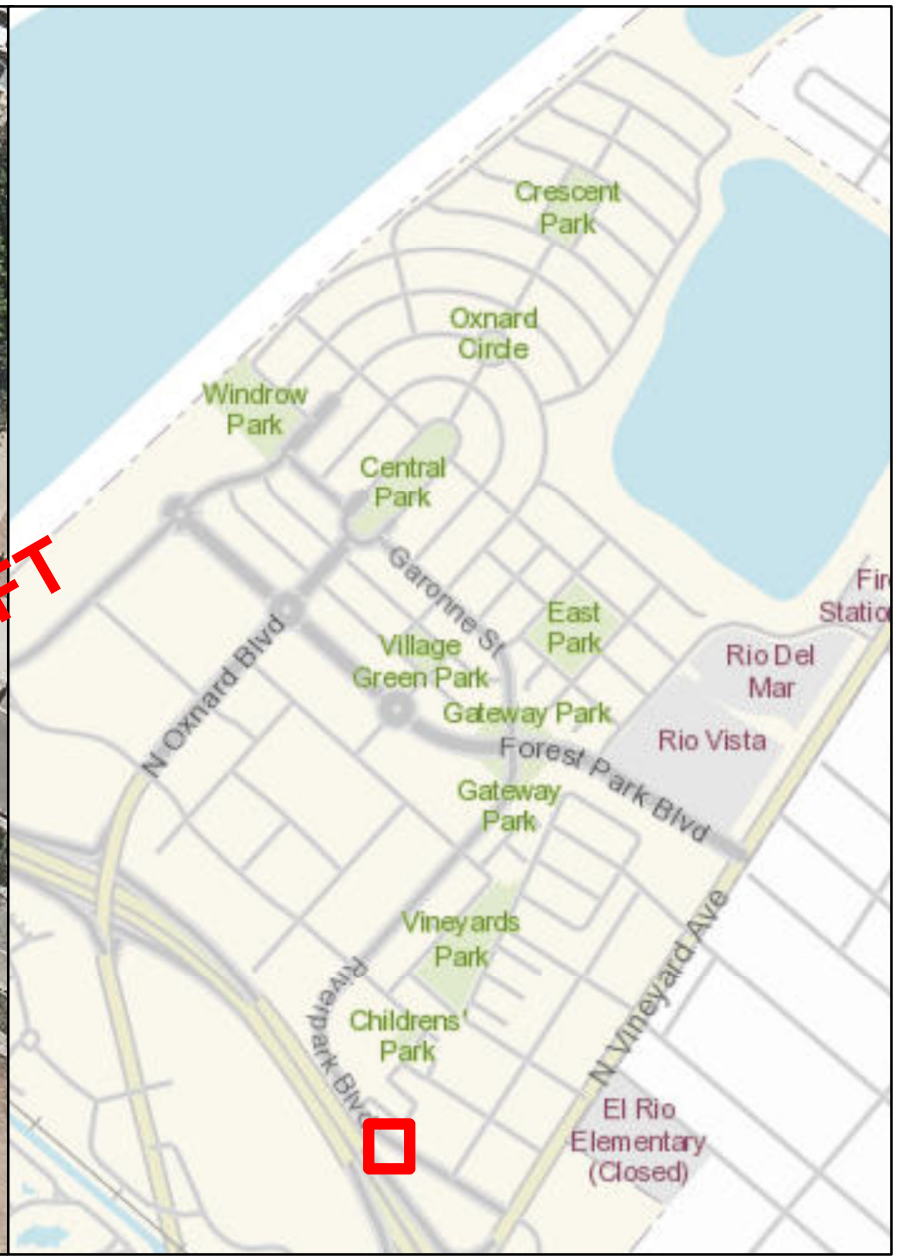
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 52





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

Legend

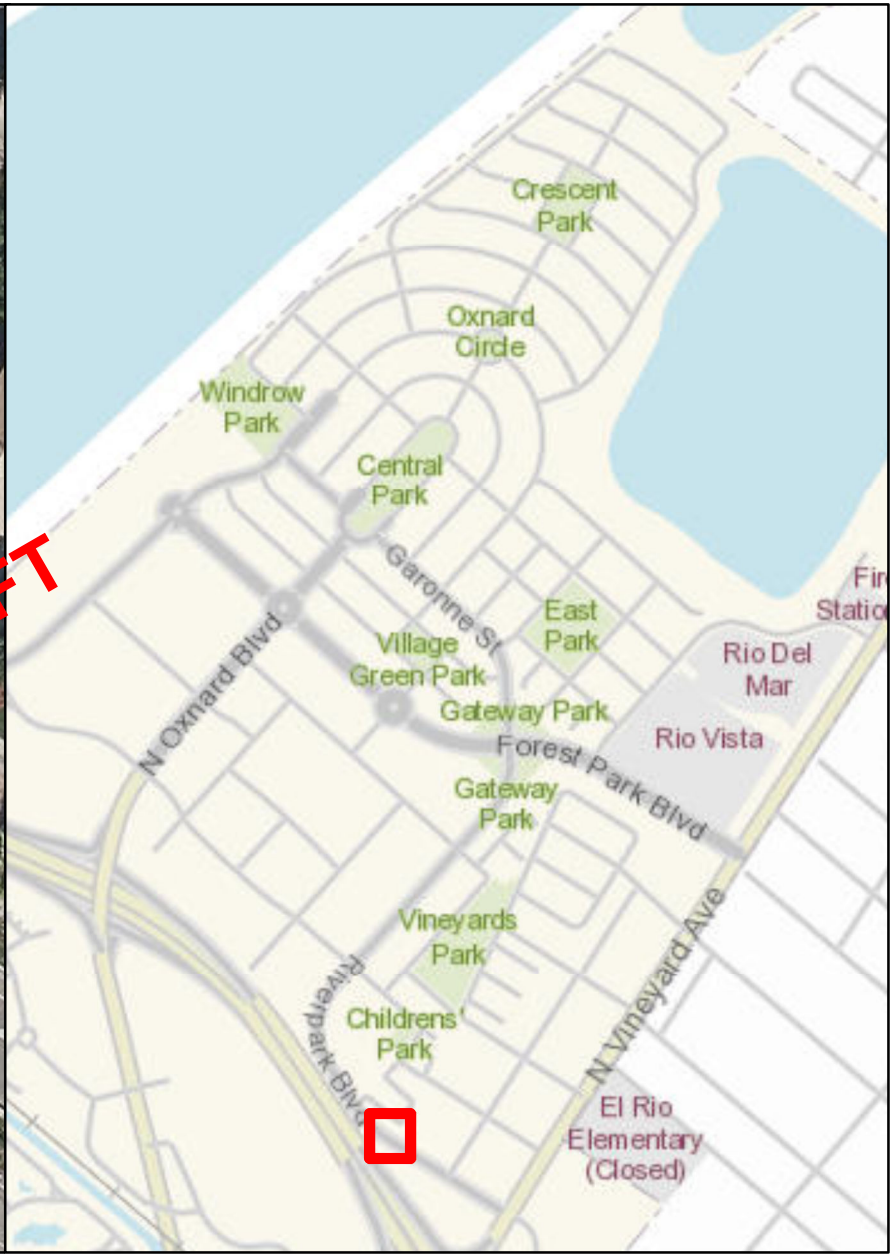
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 53





STORMFILTER CATCHBASIN - 6'X15'

Number of Cartridges is 14

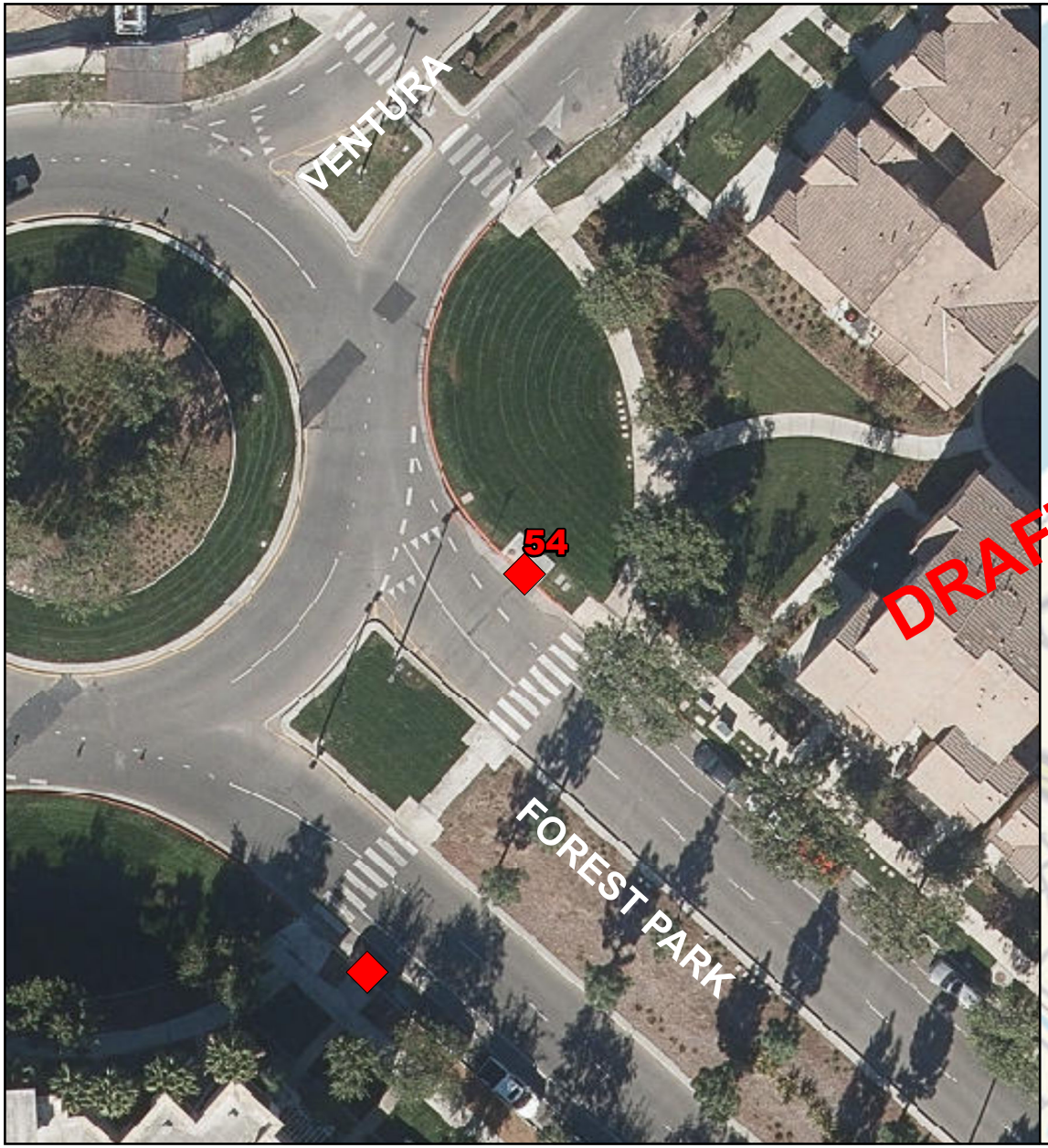
Legend

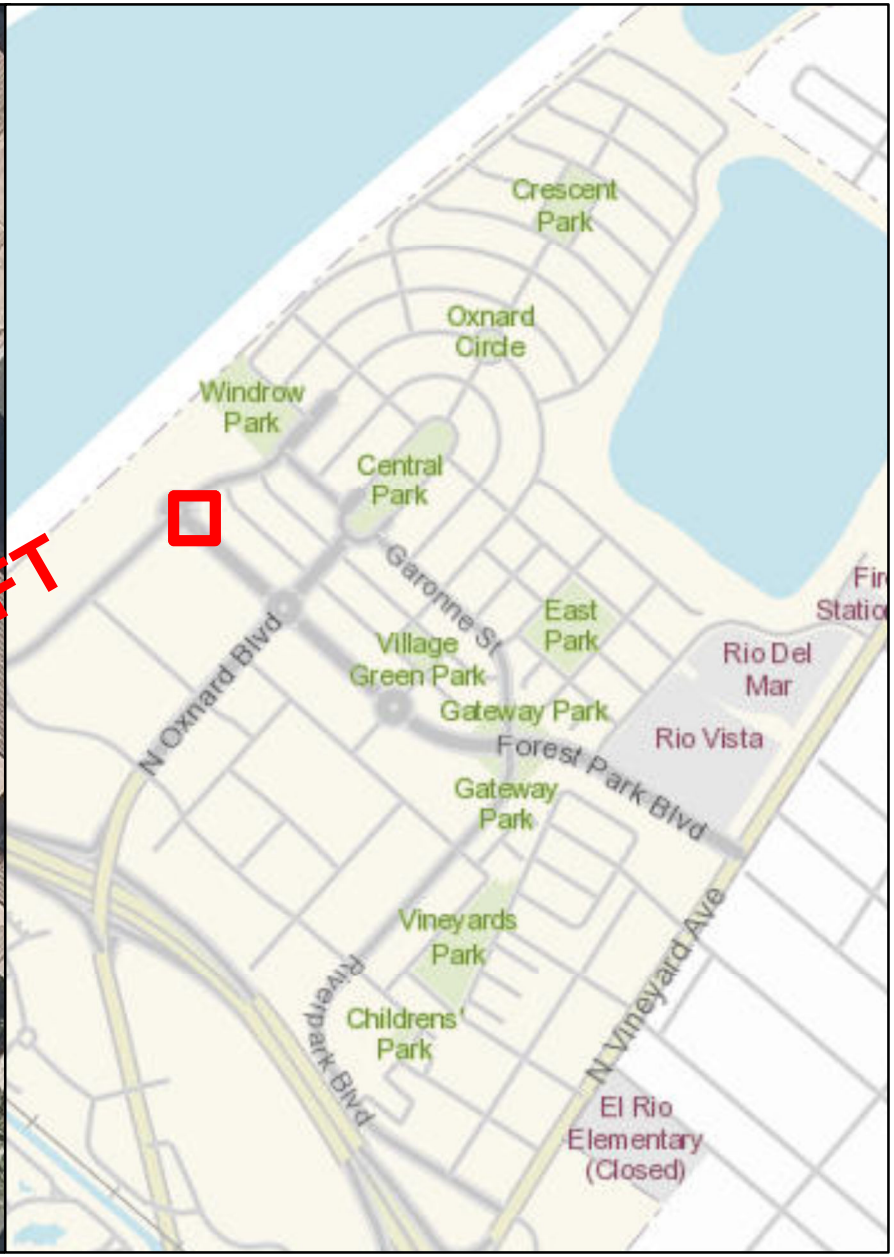
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 54





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 10

Legend

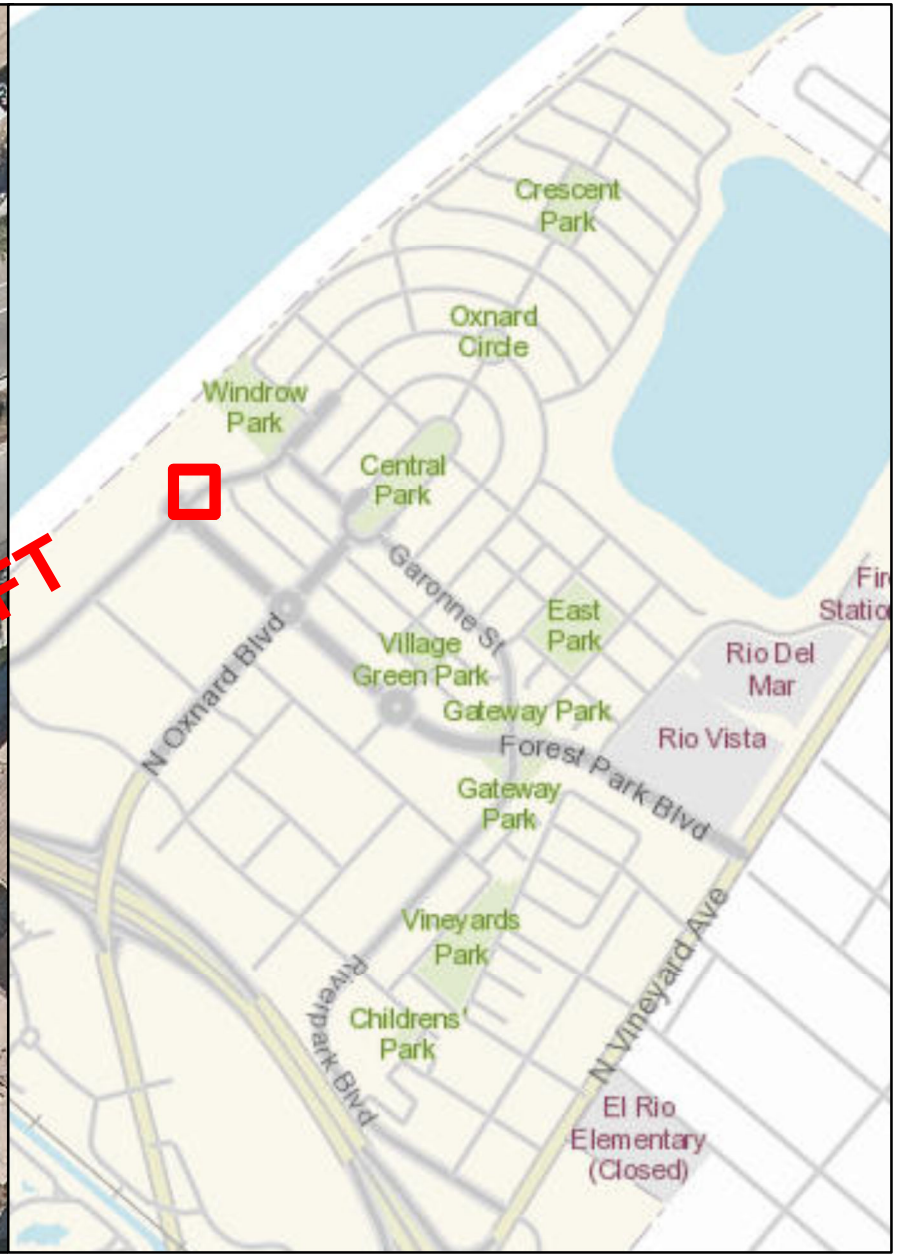
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 55





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

Legend

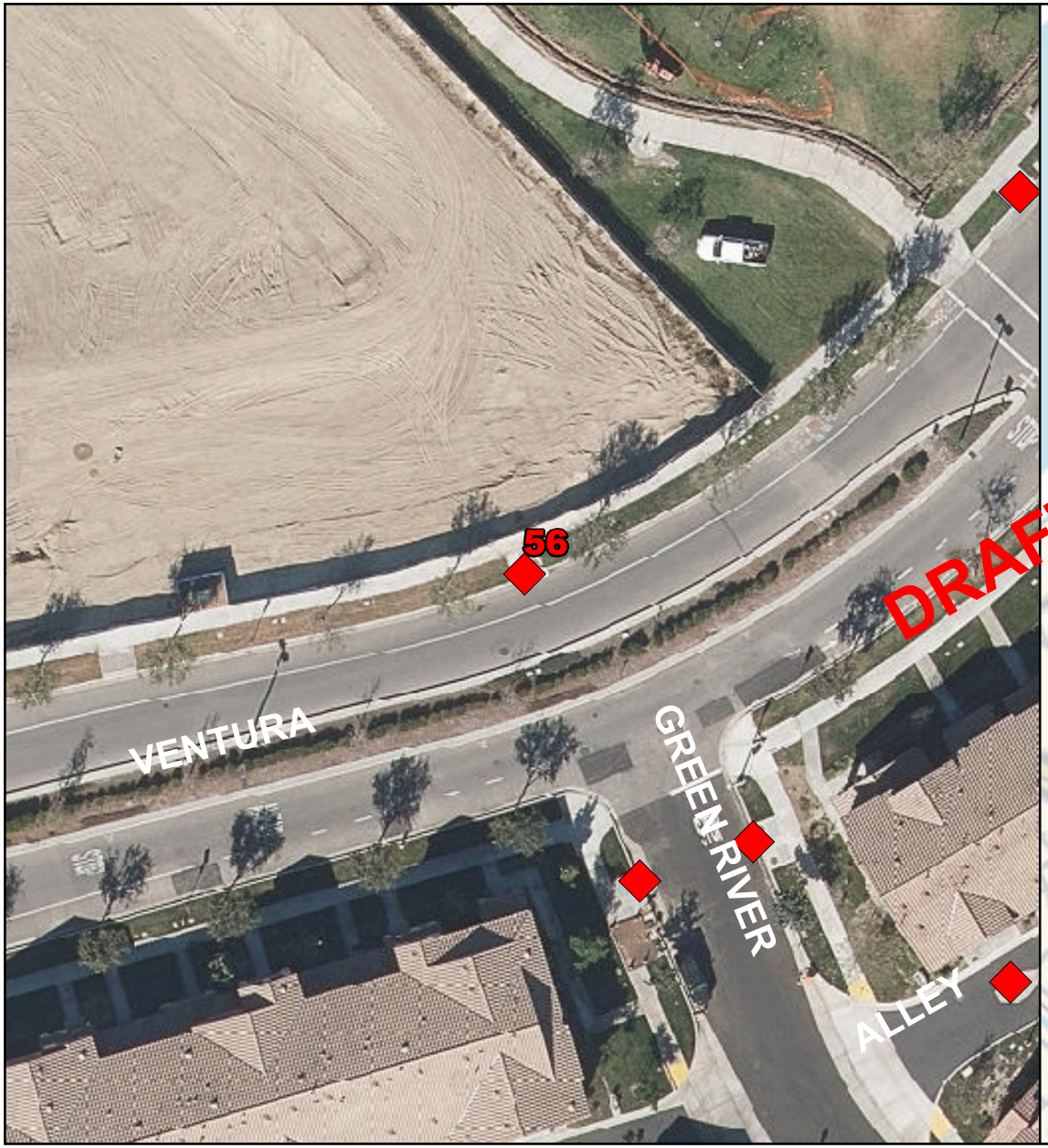
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

320

Filtration Unit No. 56





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

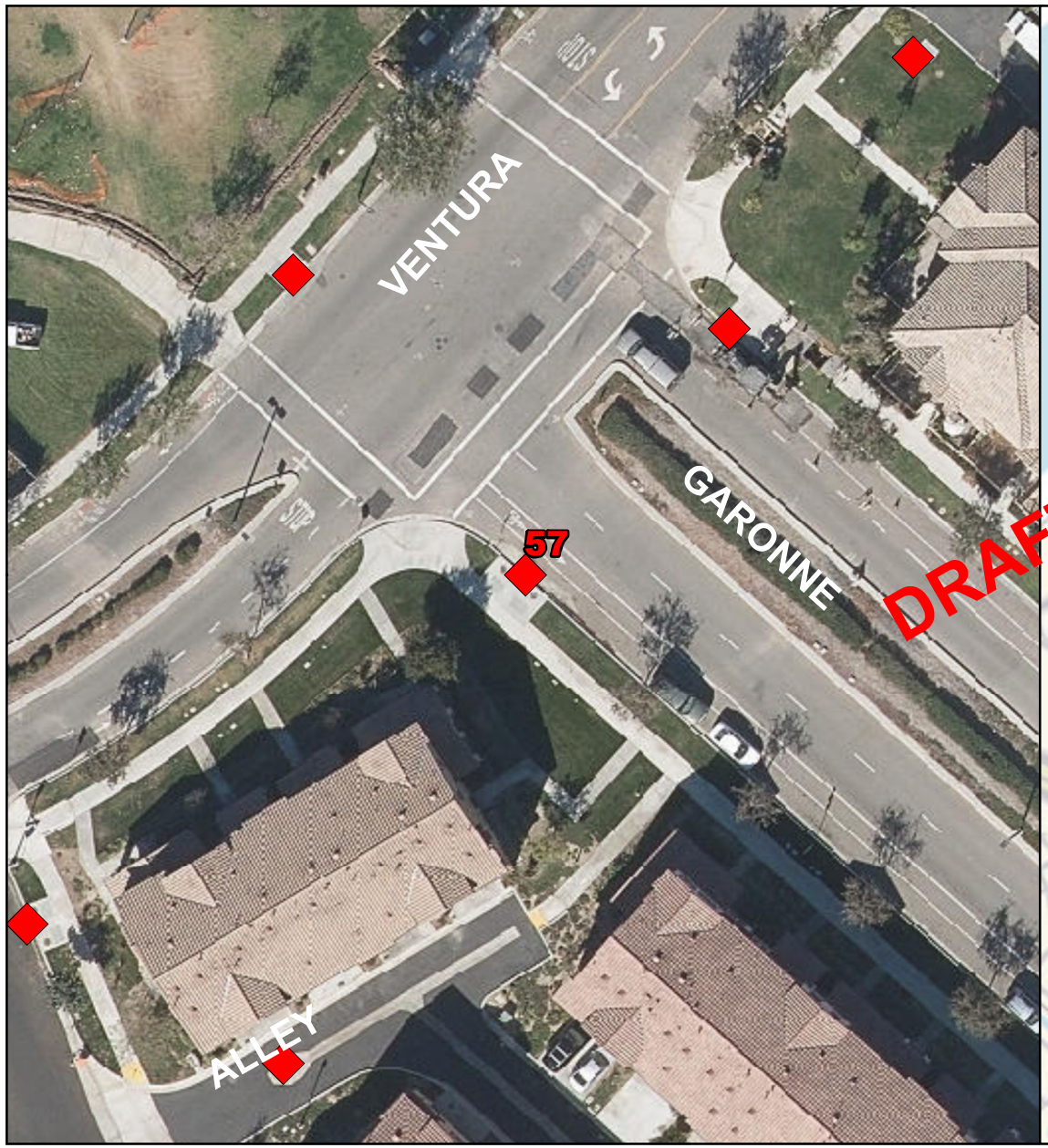
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 57





STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 8

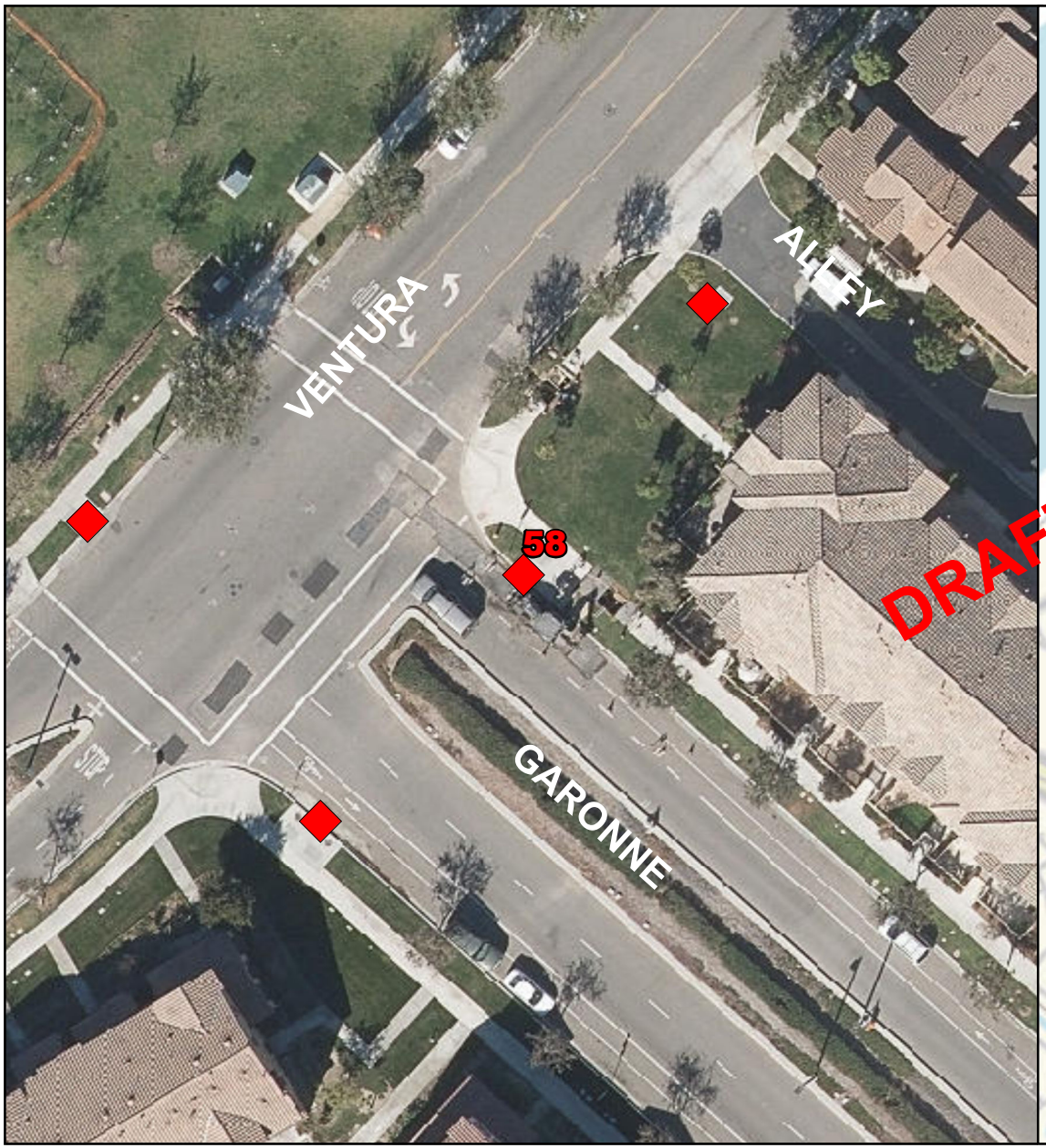
Legend

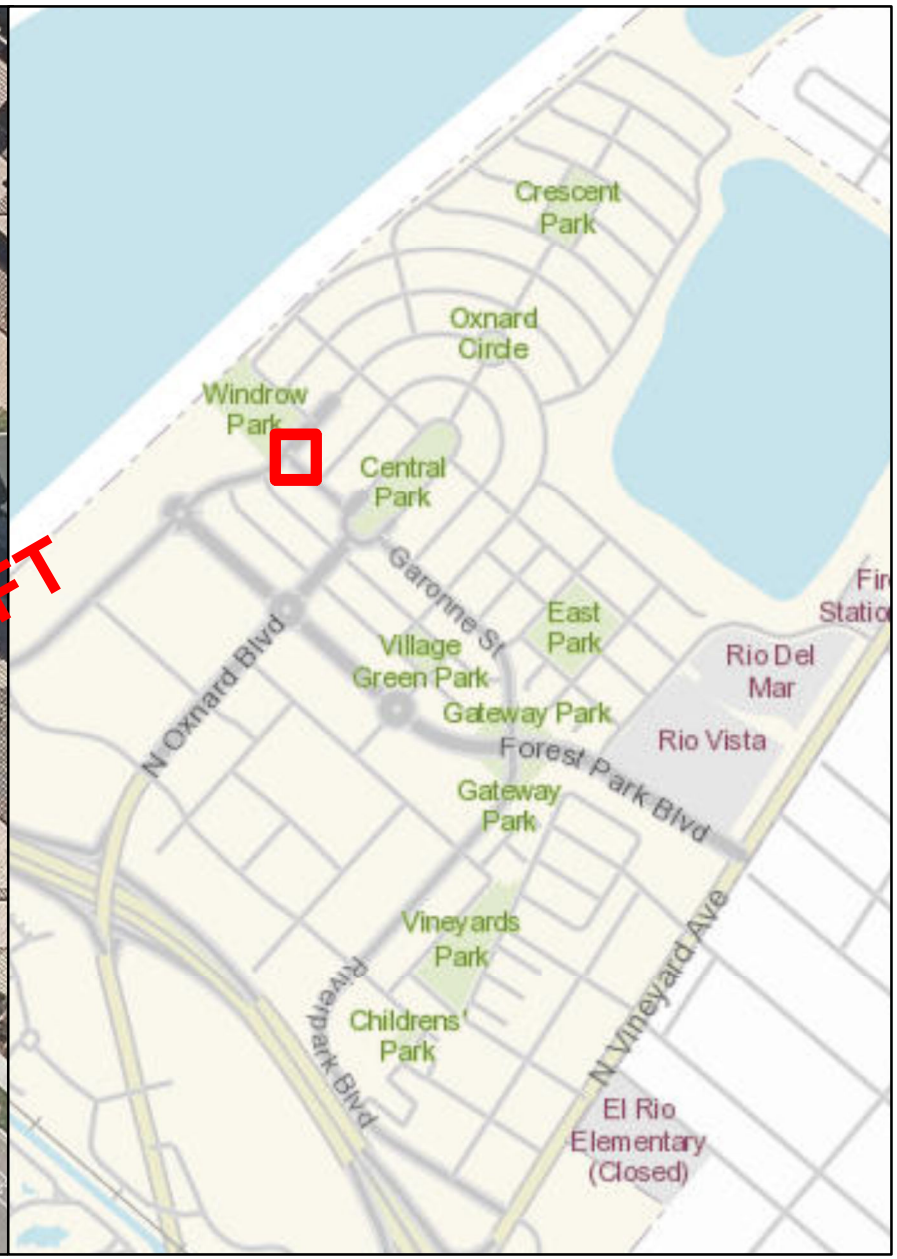
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 322

Filtration Unit No. 58





STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 16

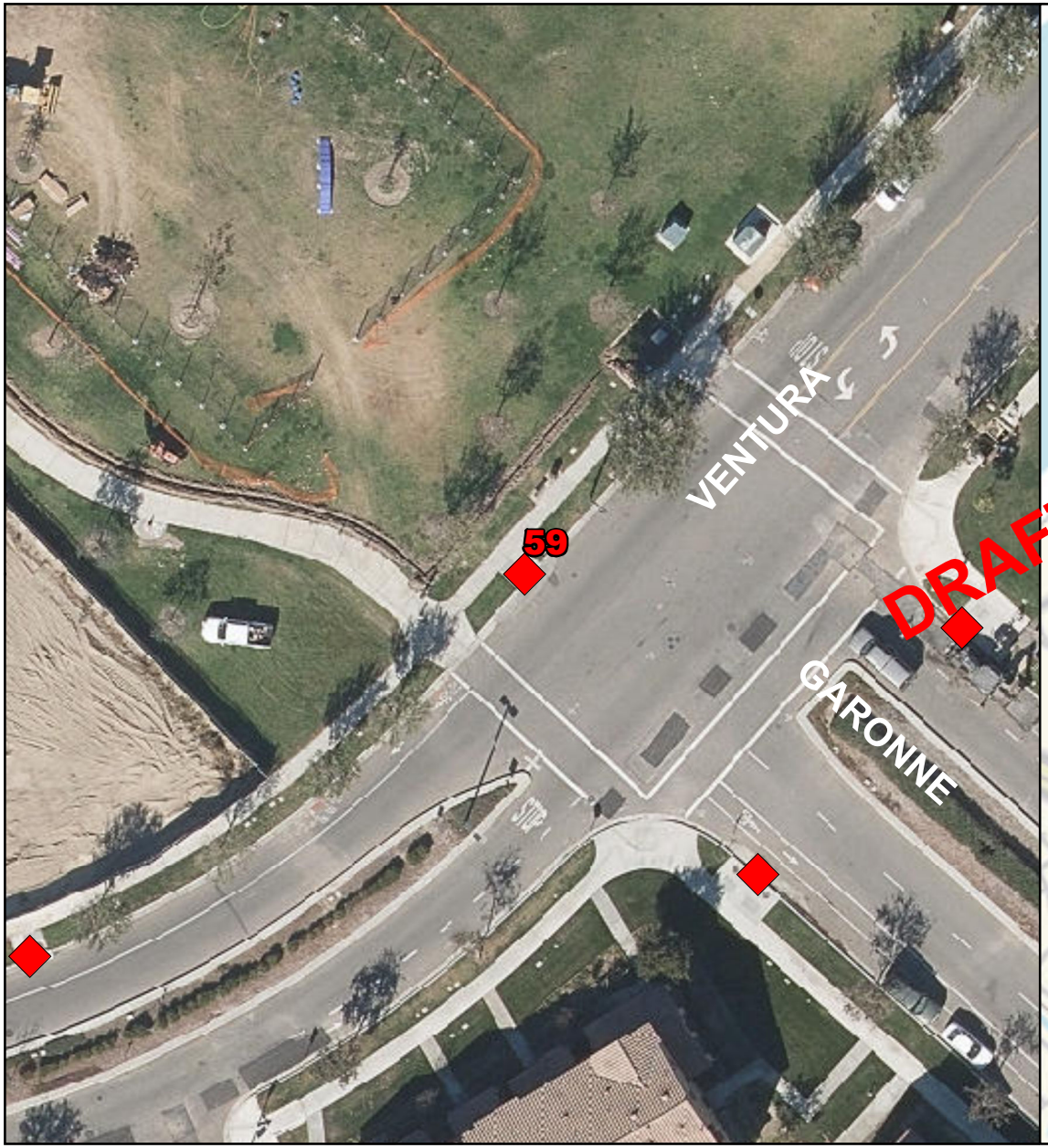
Legend

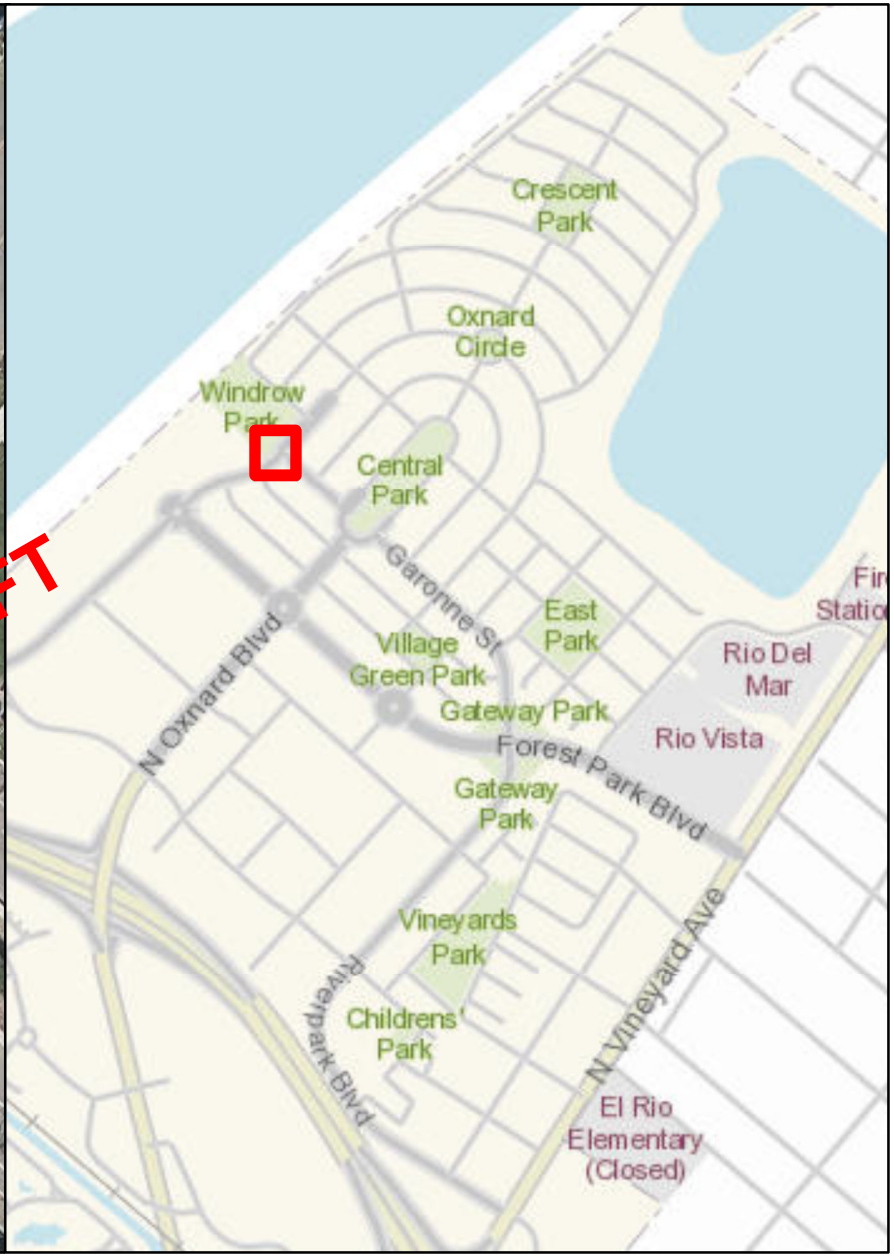
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 59





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

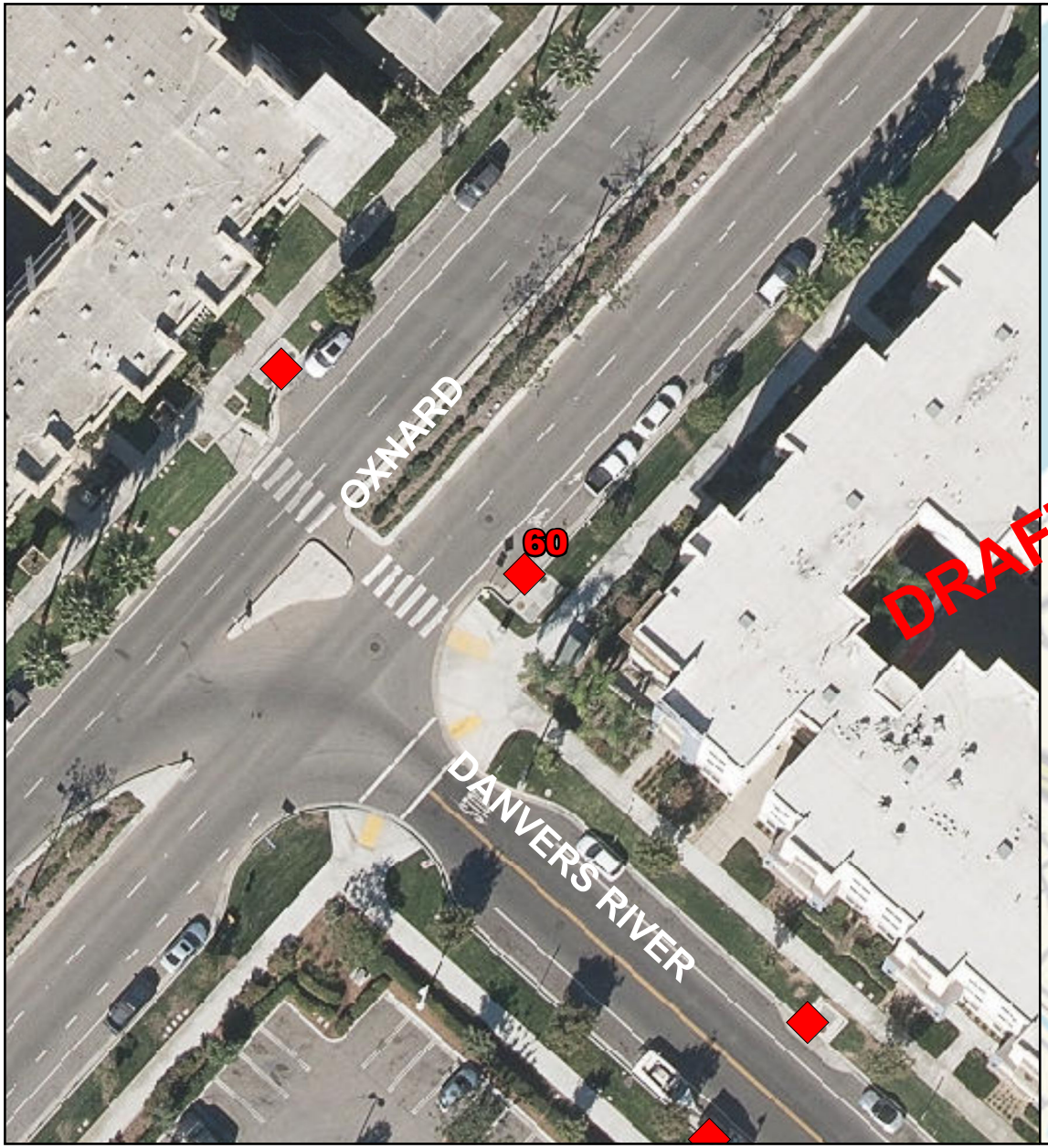
Legend

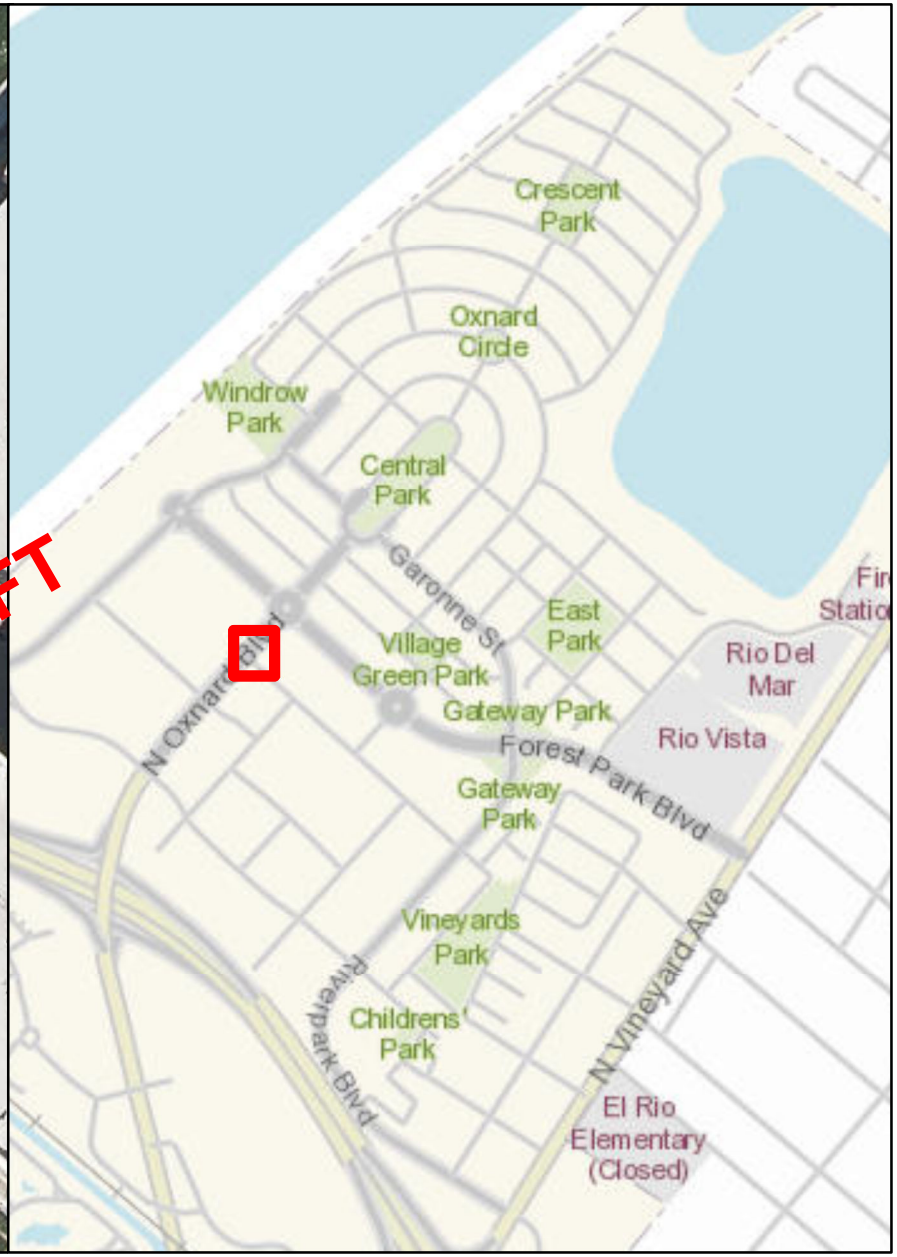
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 60





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 7

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 61





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

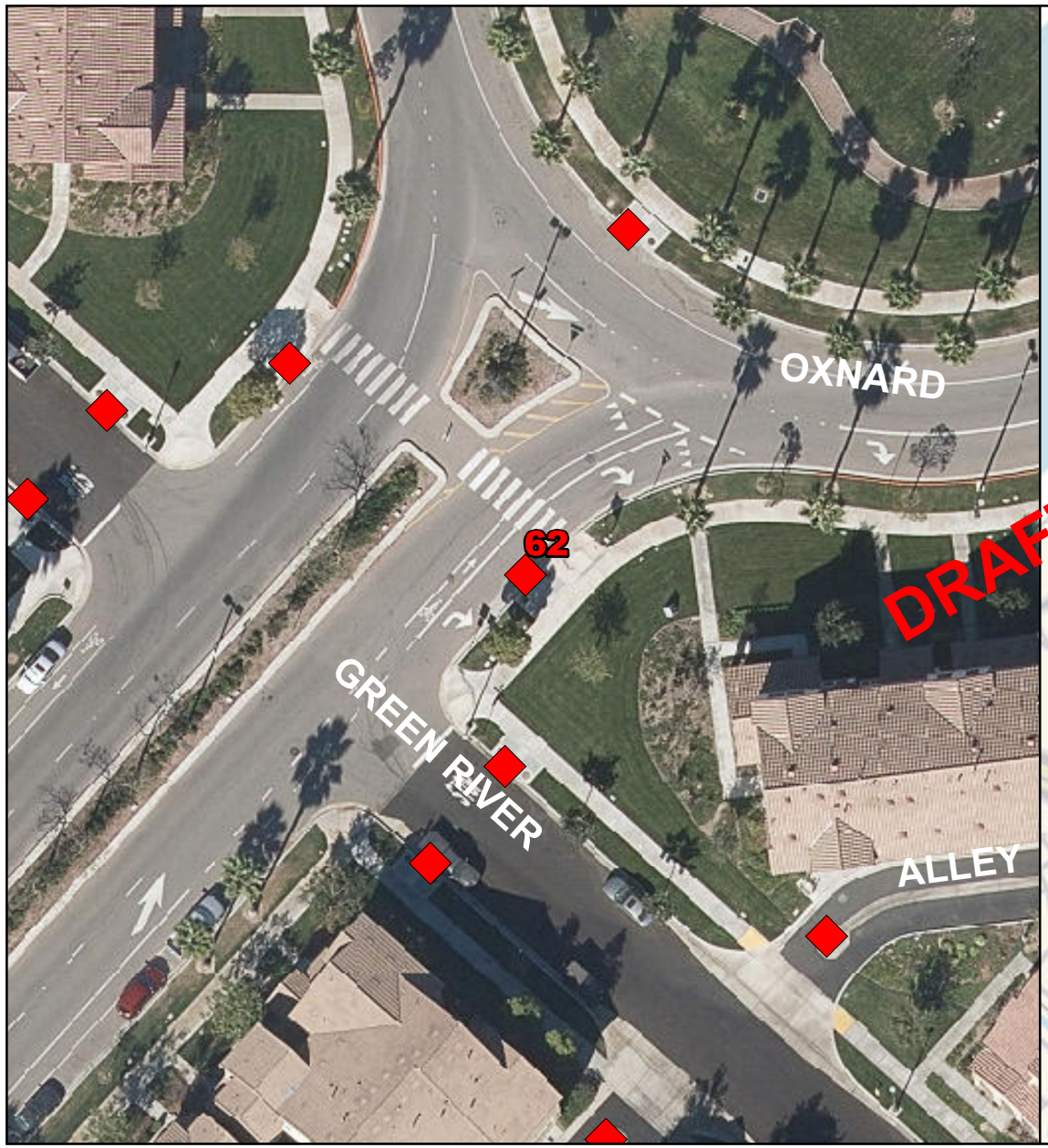
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 62





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 3

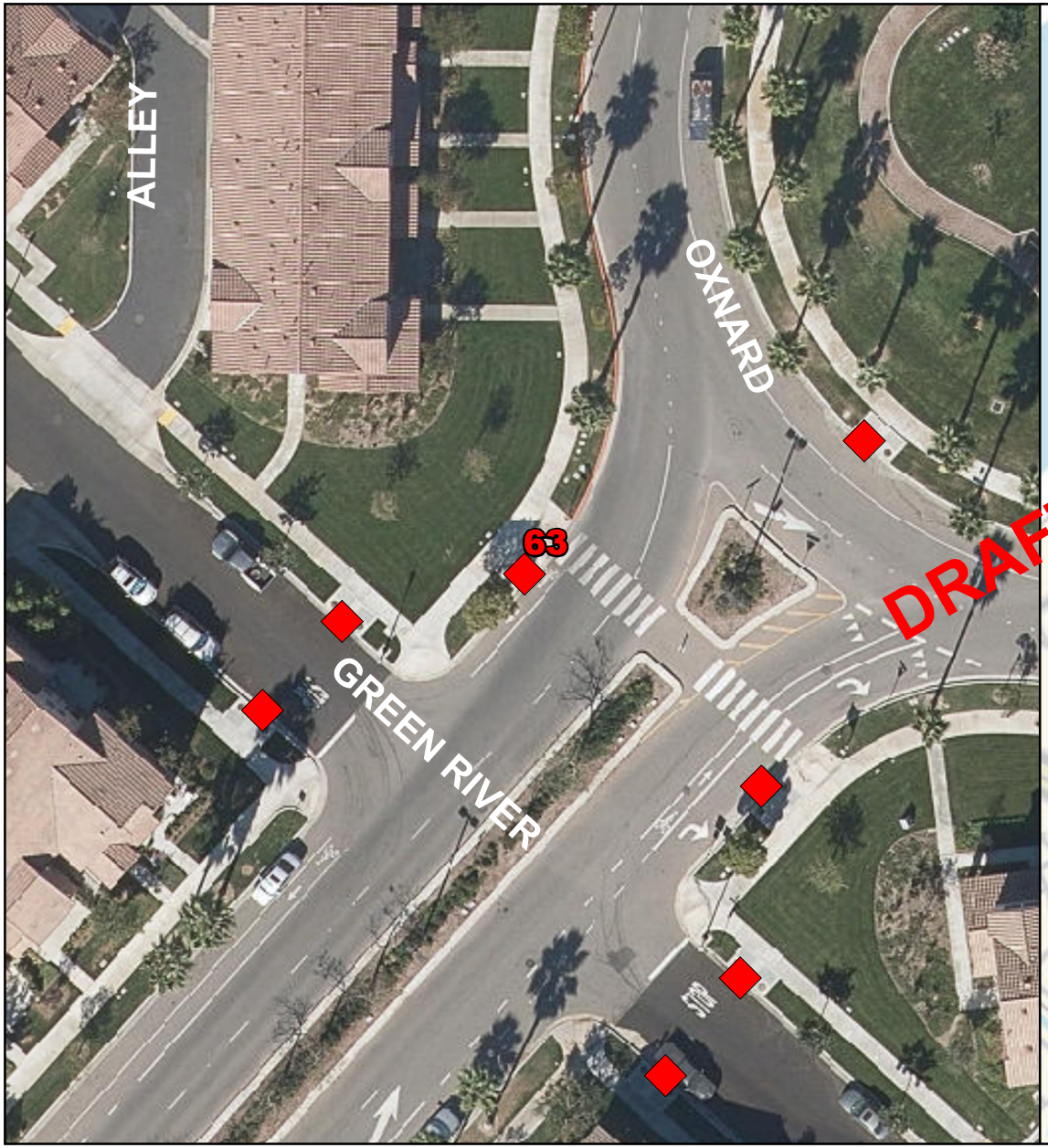
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 63





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

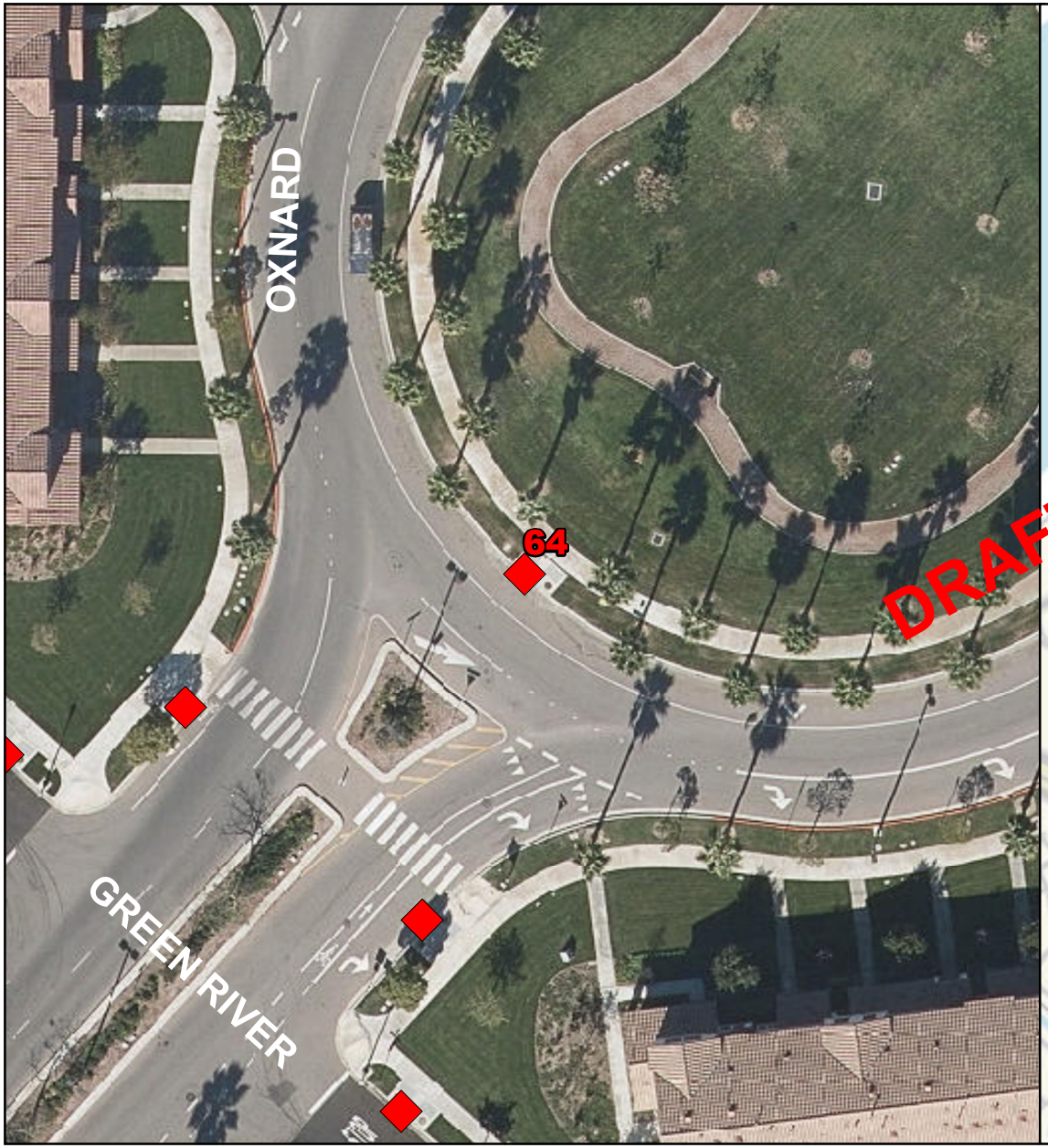
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S 328

Filtration Unit No. 64





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 10

Legend

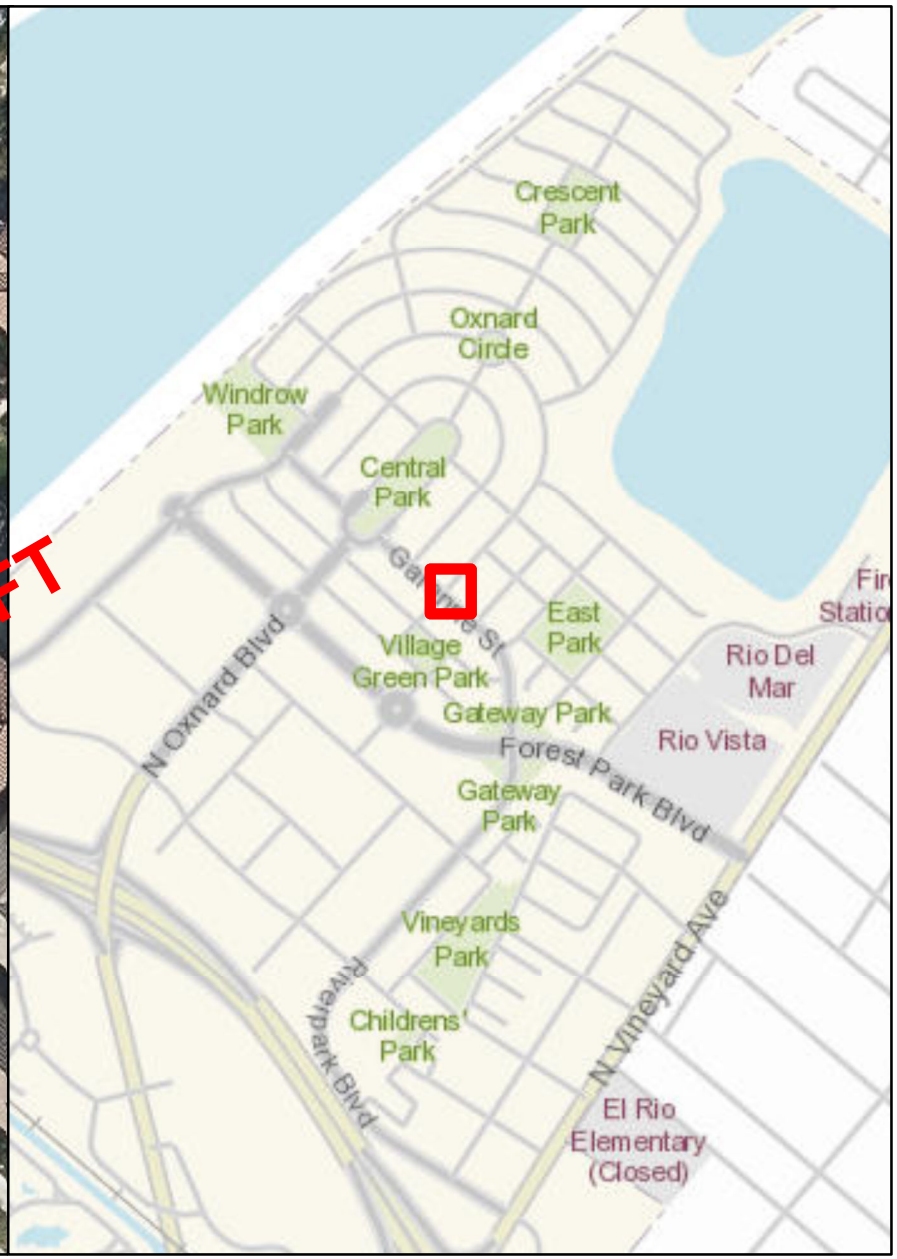
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 65





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 8

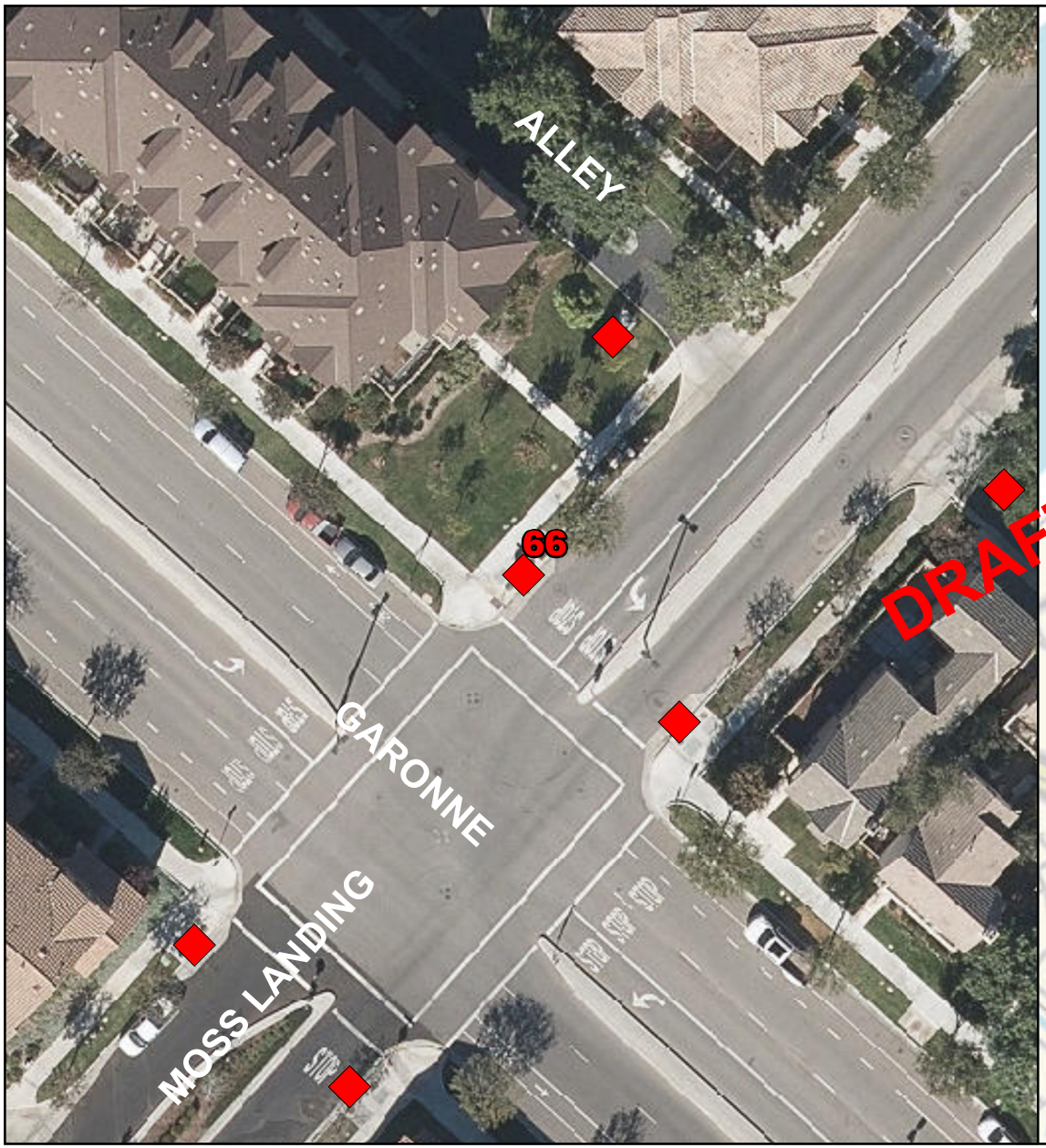
Legend

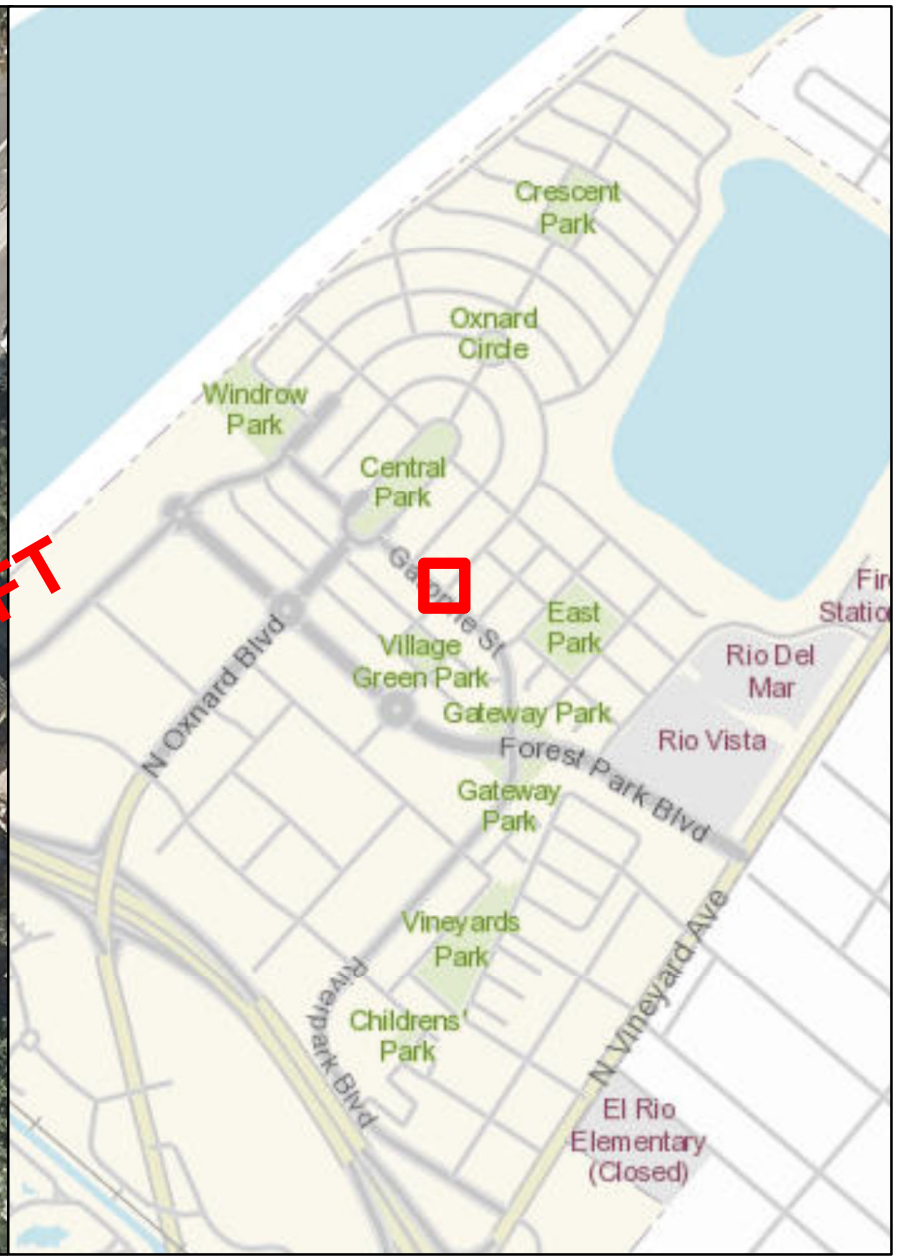
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 330

Filtration Unit No. 66





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 10

Legend

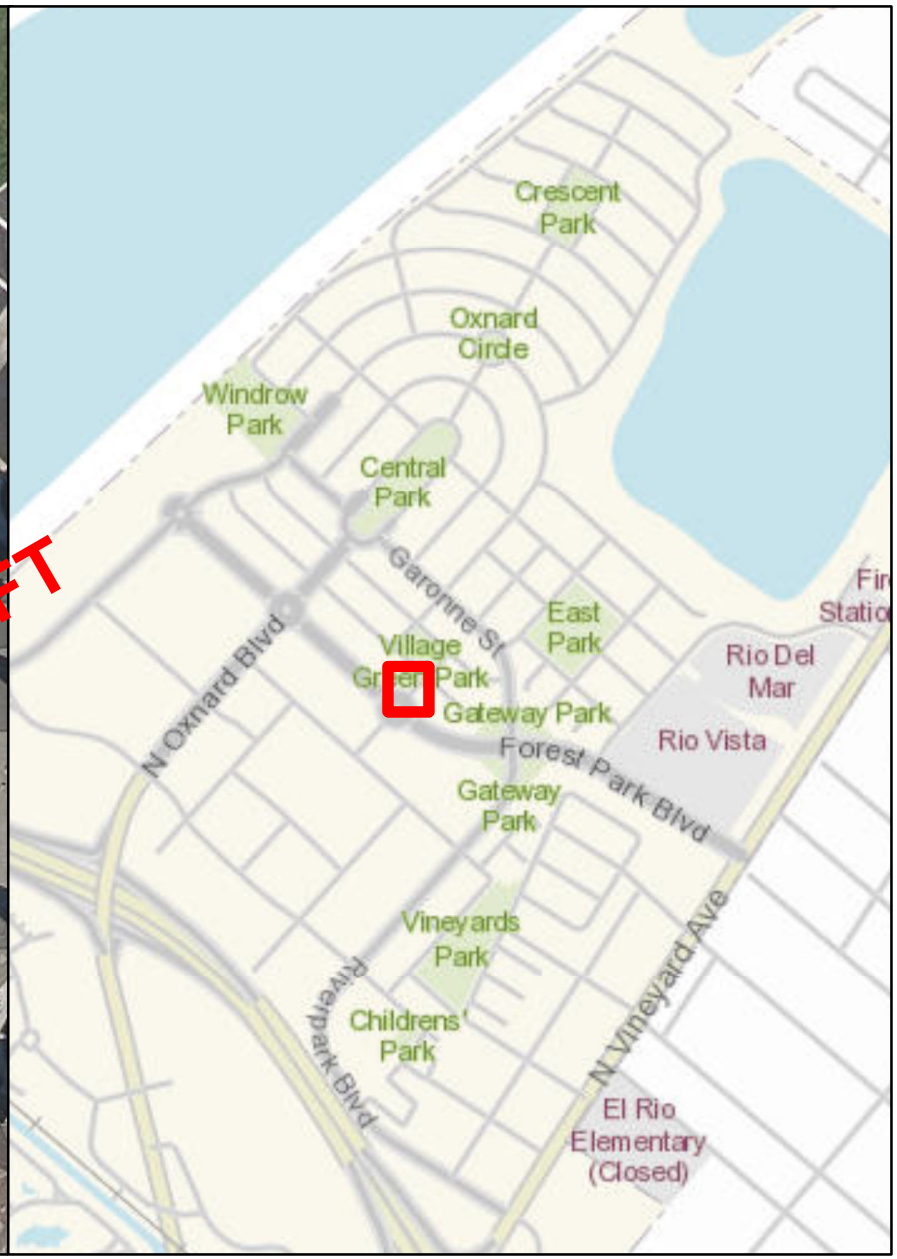
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 67





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 68





STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 4

Legend

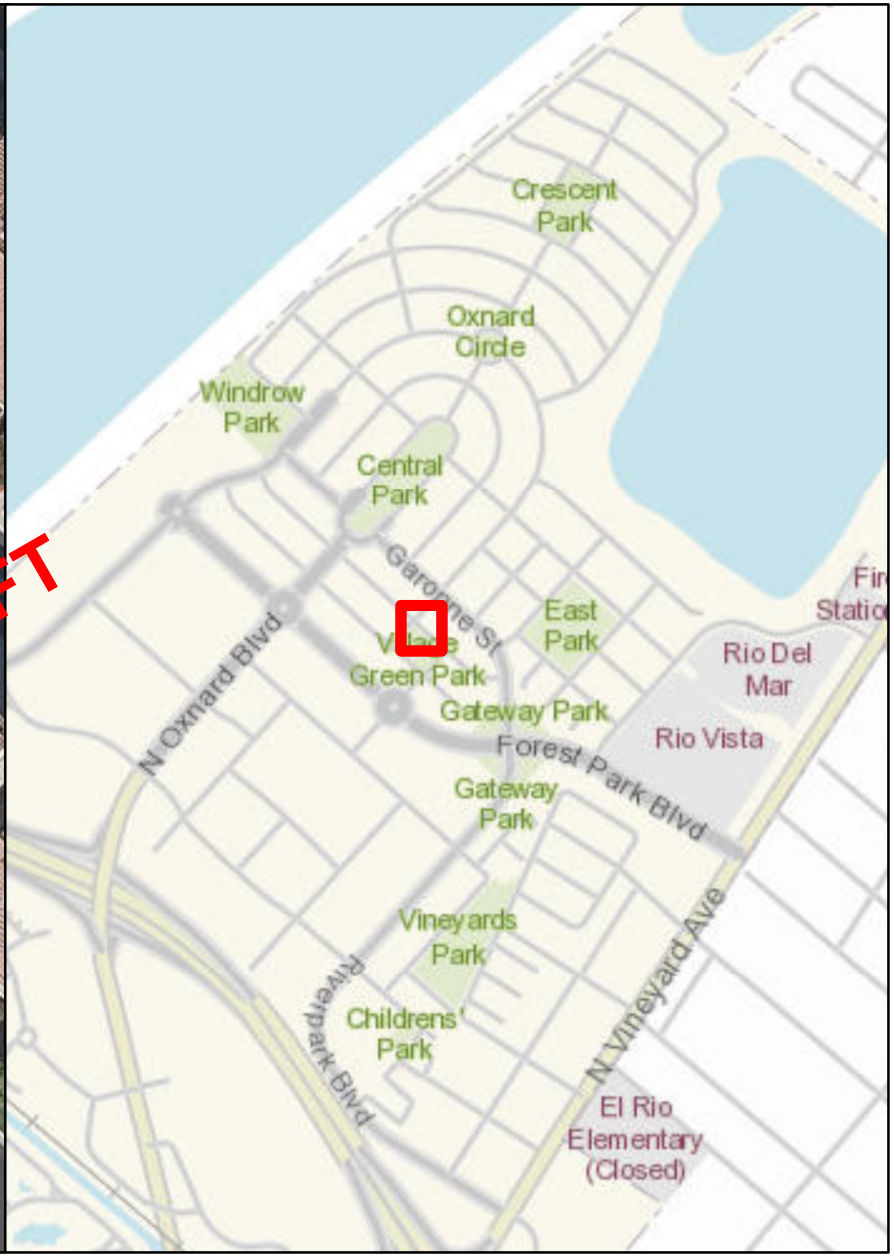
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 69





STORMFILTER CATCHBASIN - 11'X19'

Number of Cartridges is 3

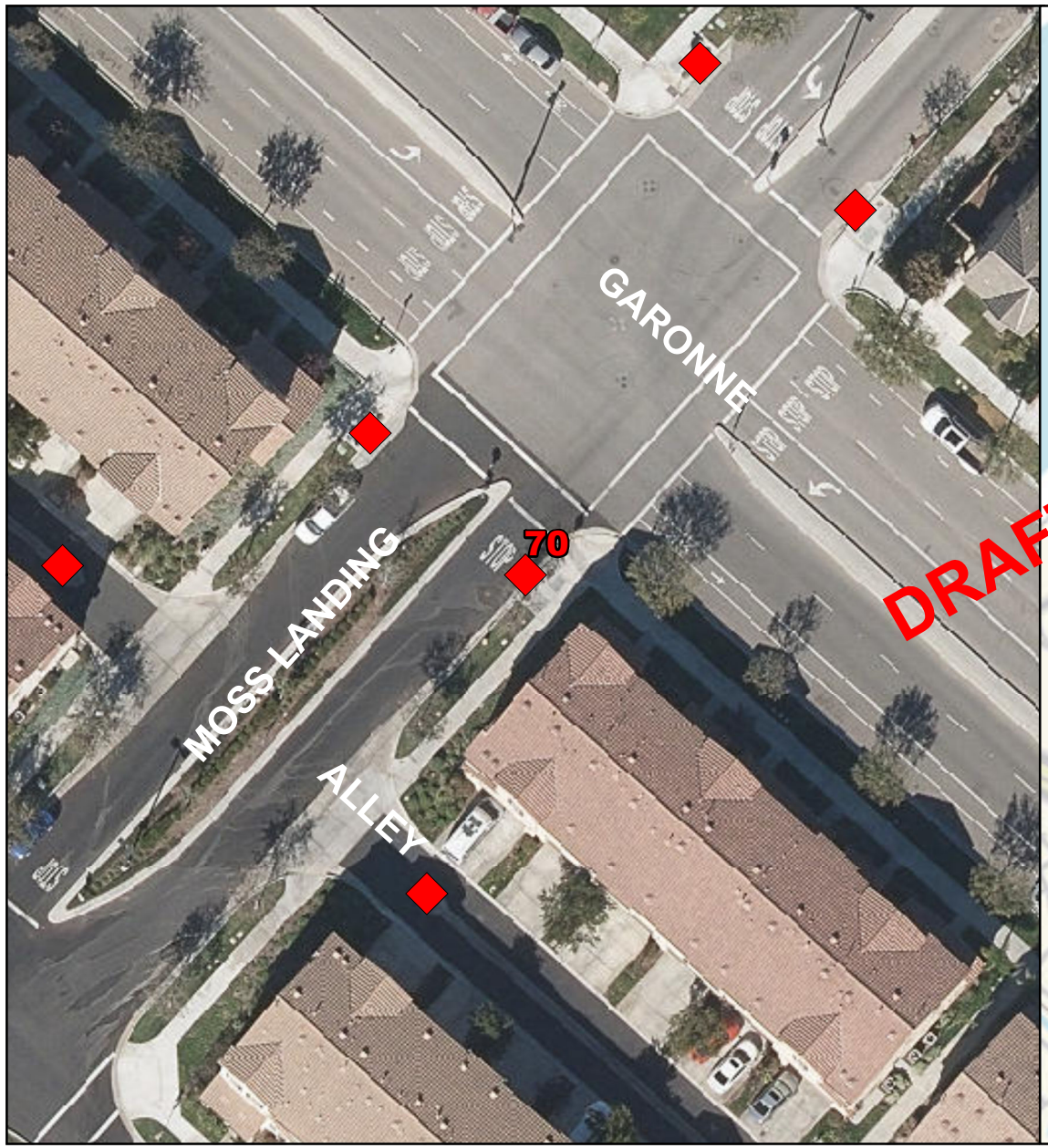
Legend

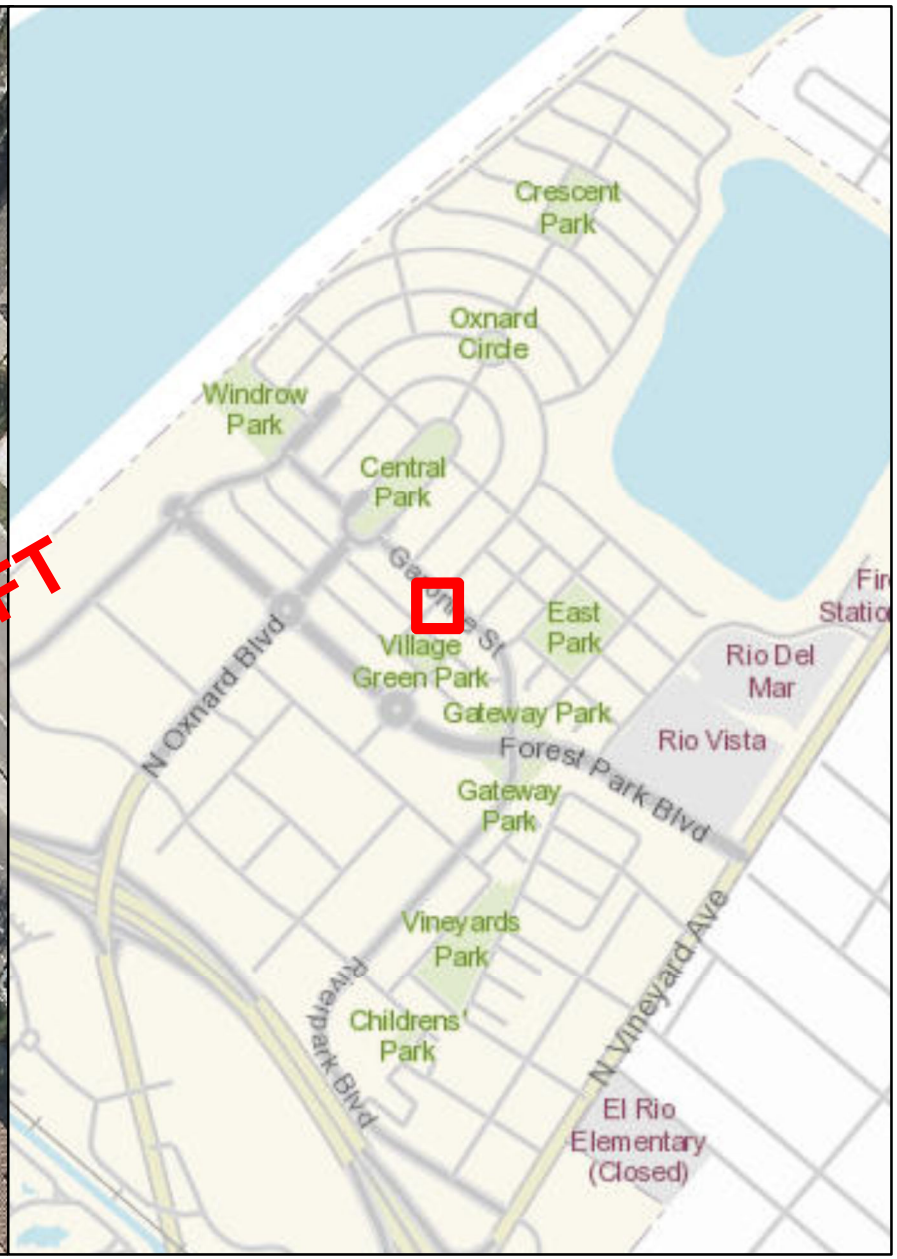
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 70





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

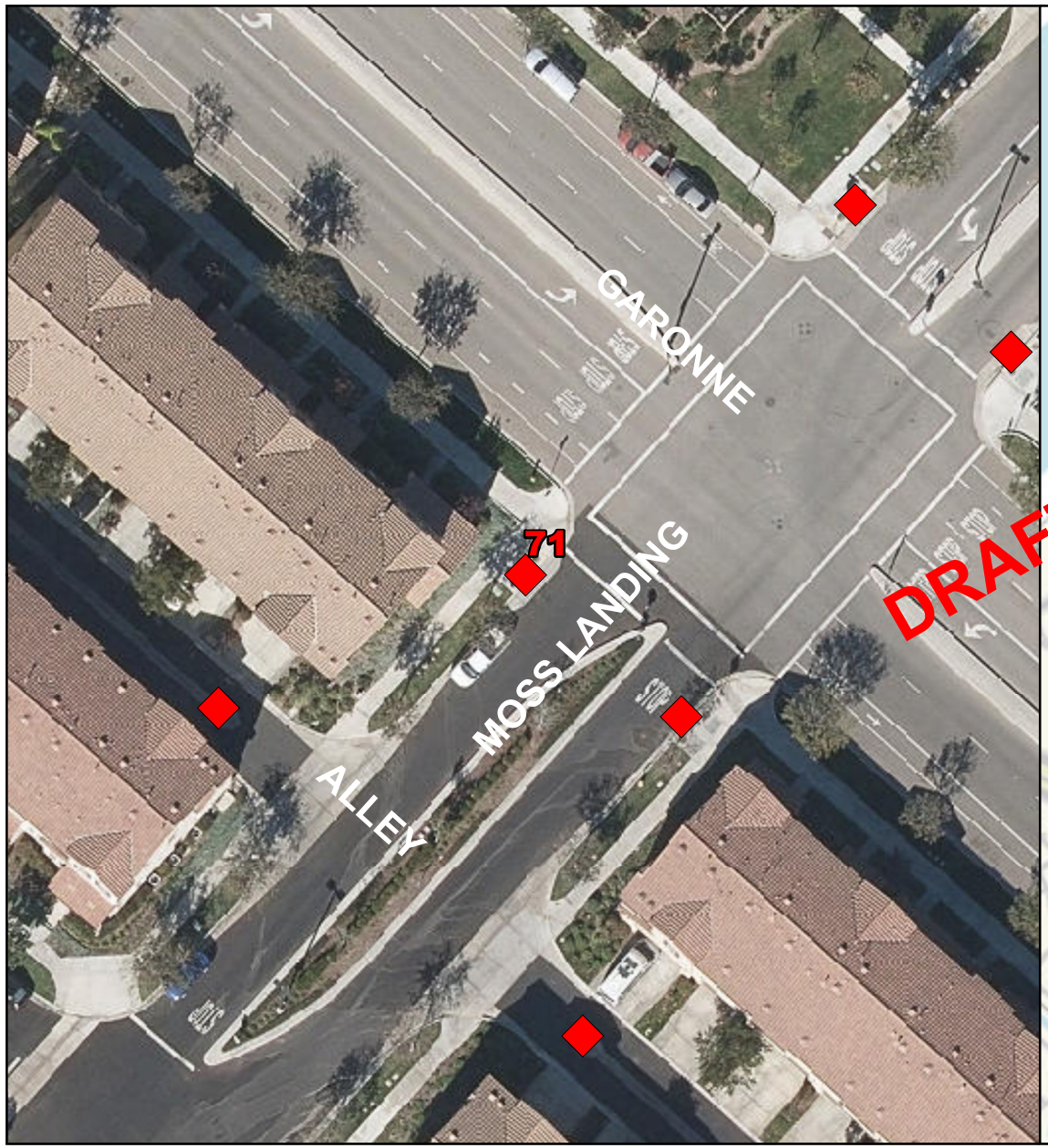
Legend

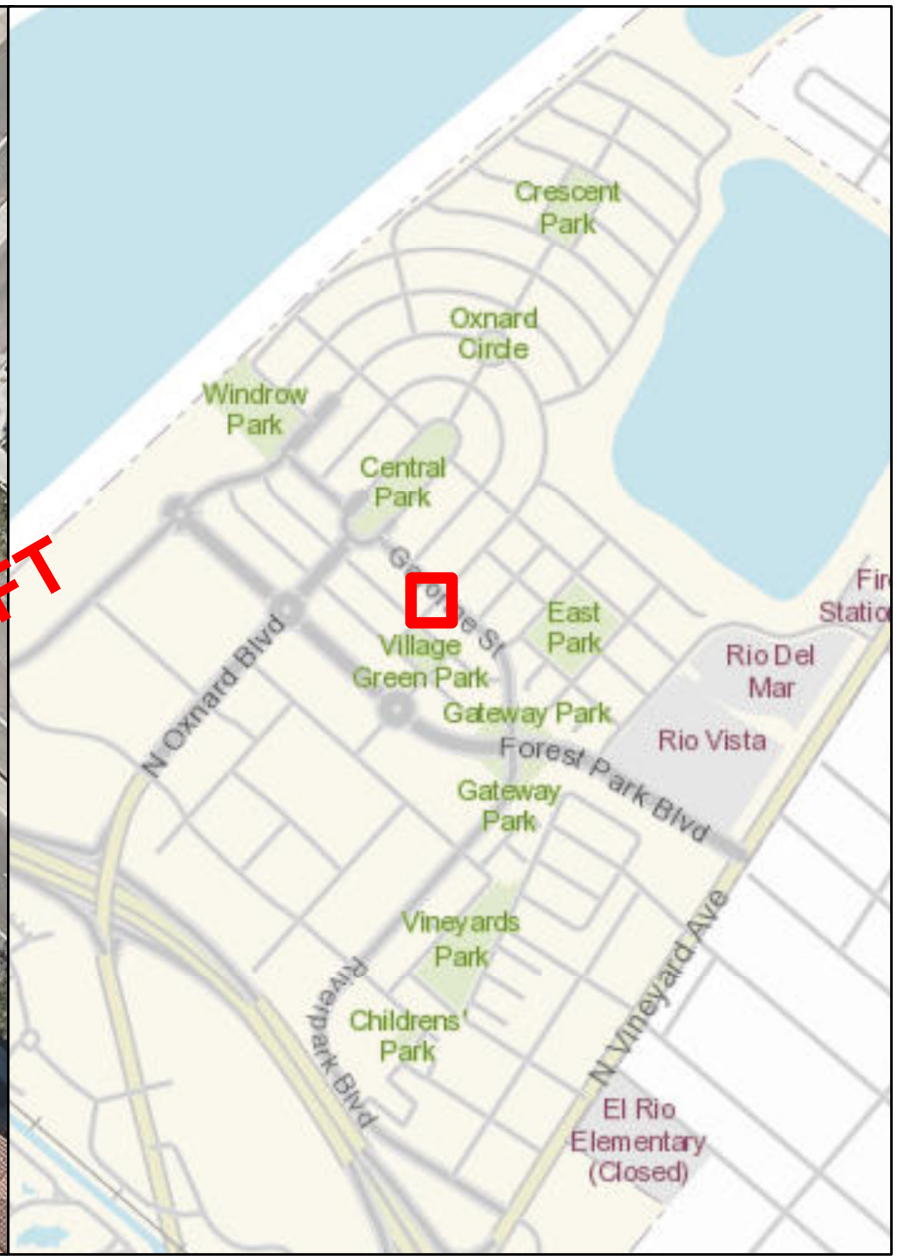
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 335

Filtration Unit No. 71





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 7

Legend

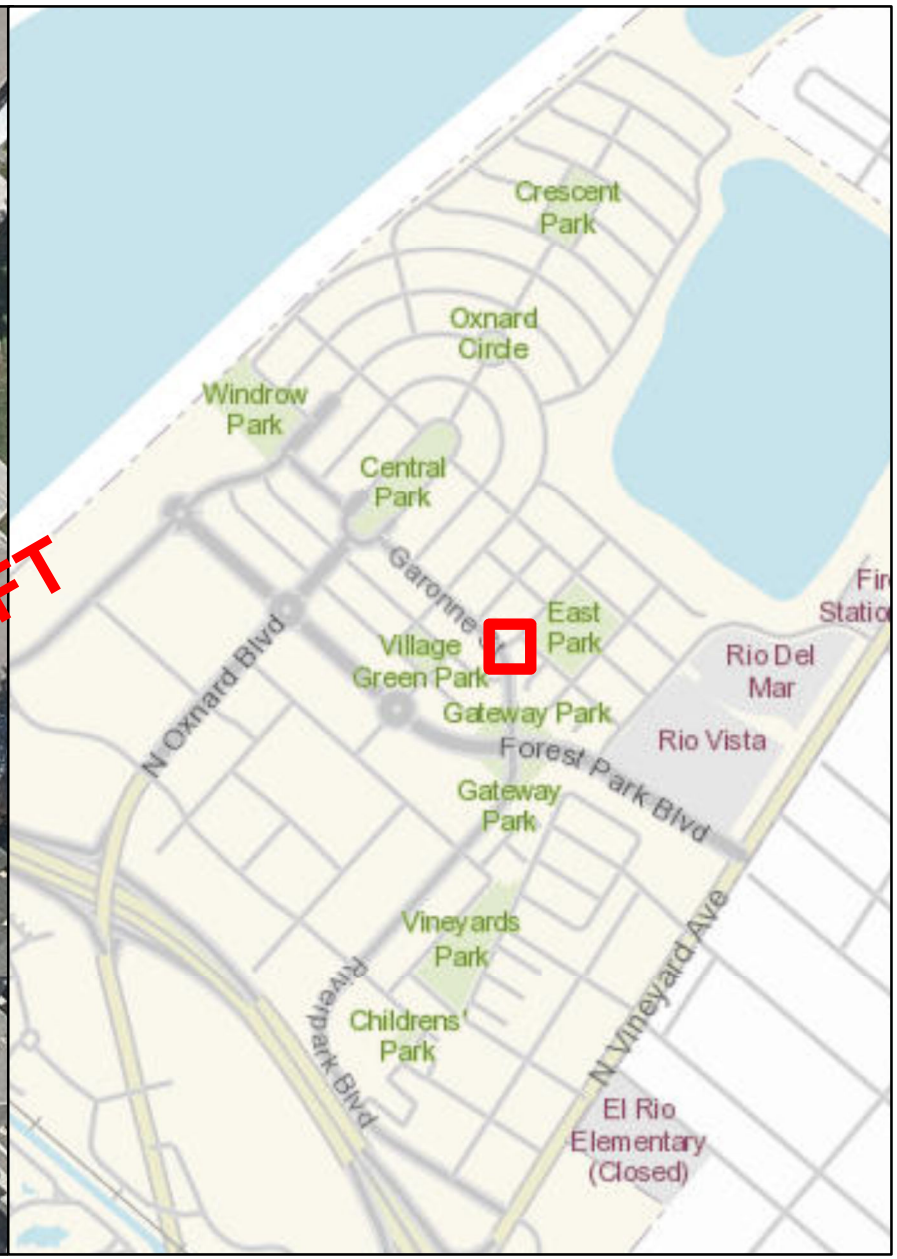
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 72





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

Legend

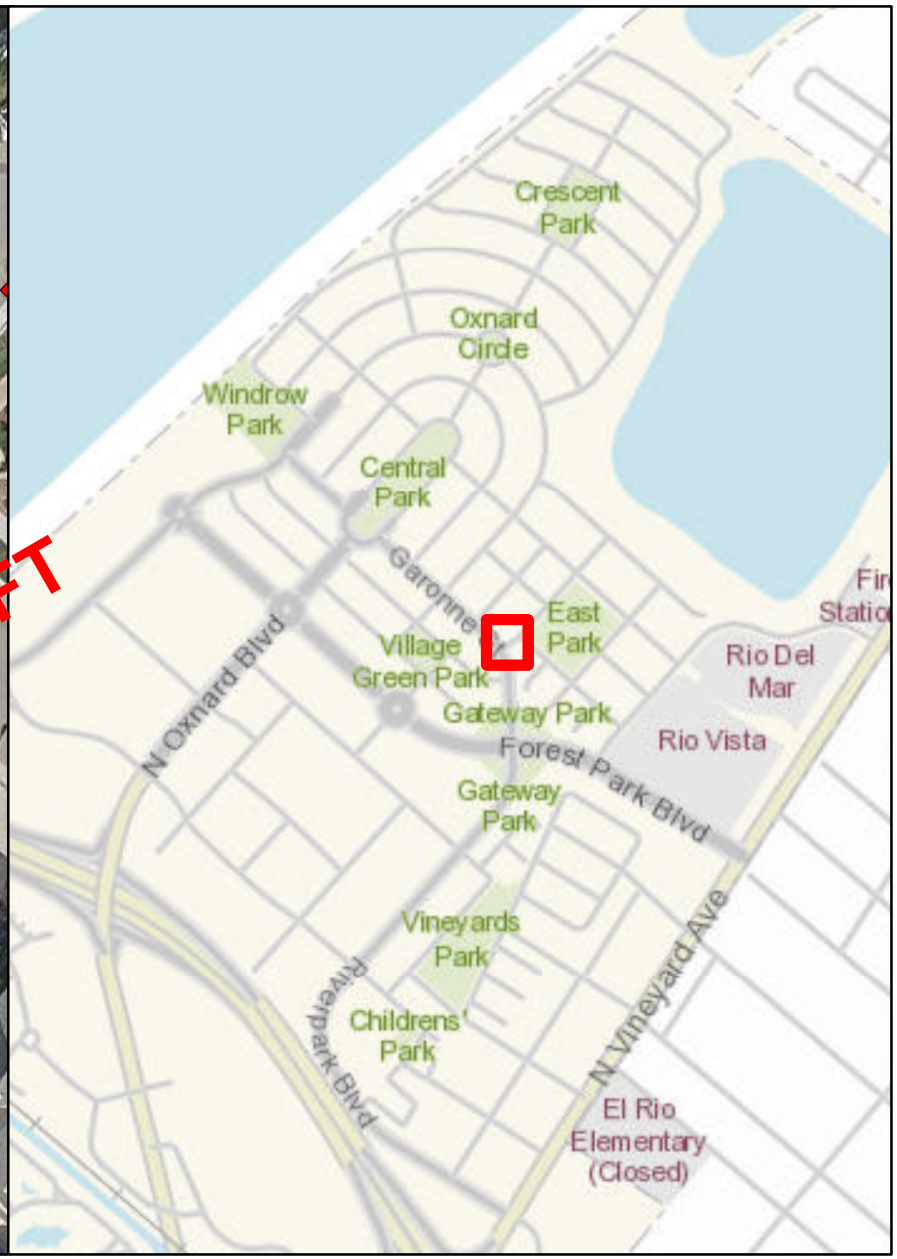
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 73





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

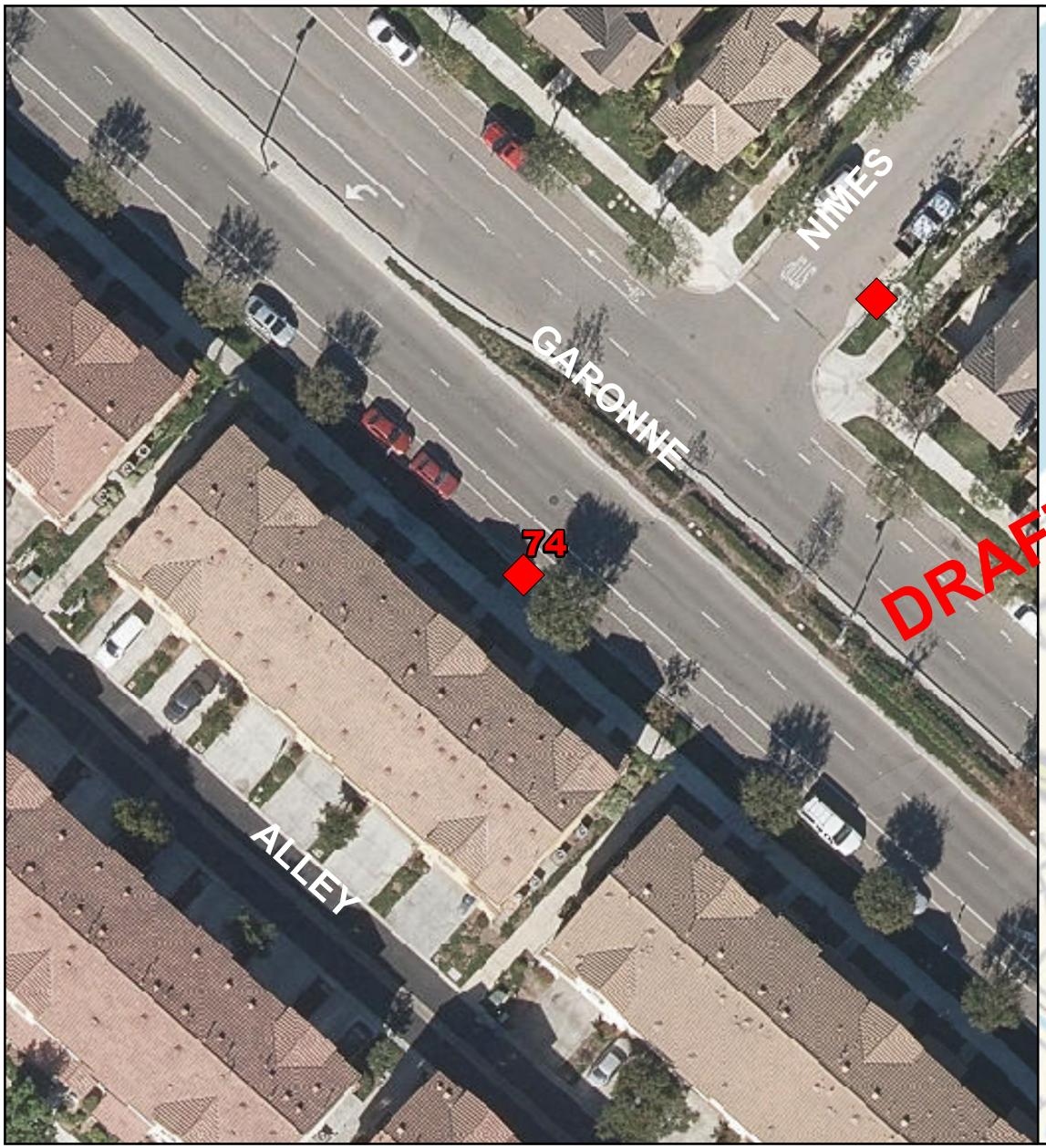
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 74





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

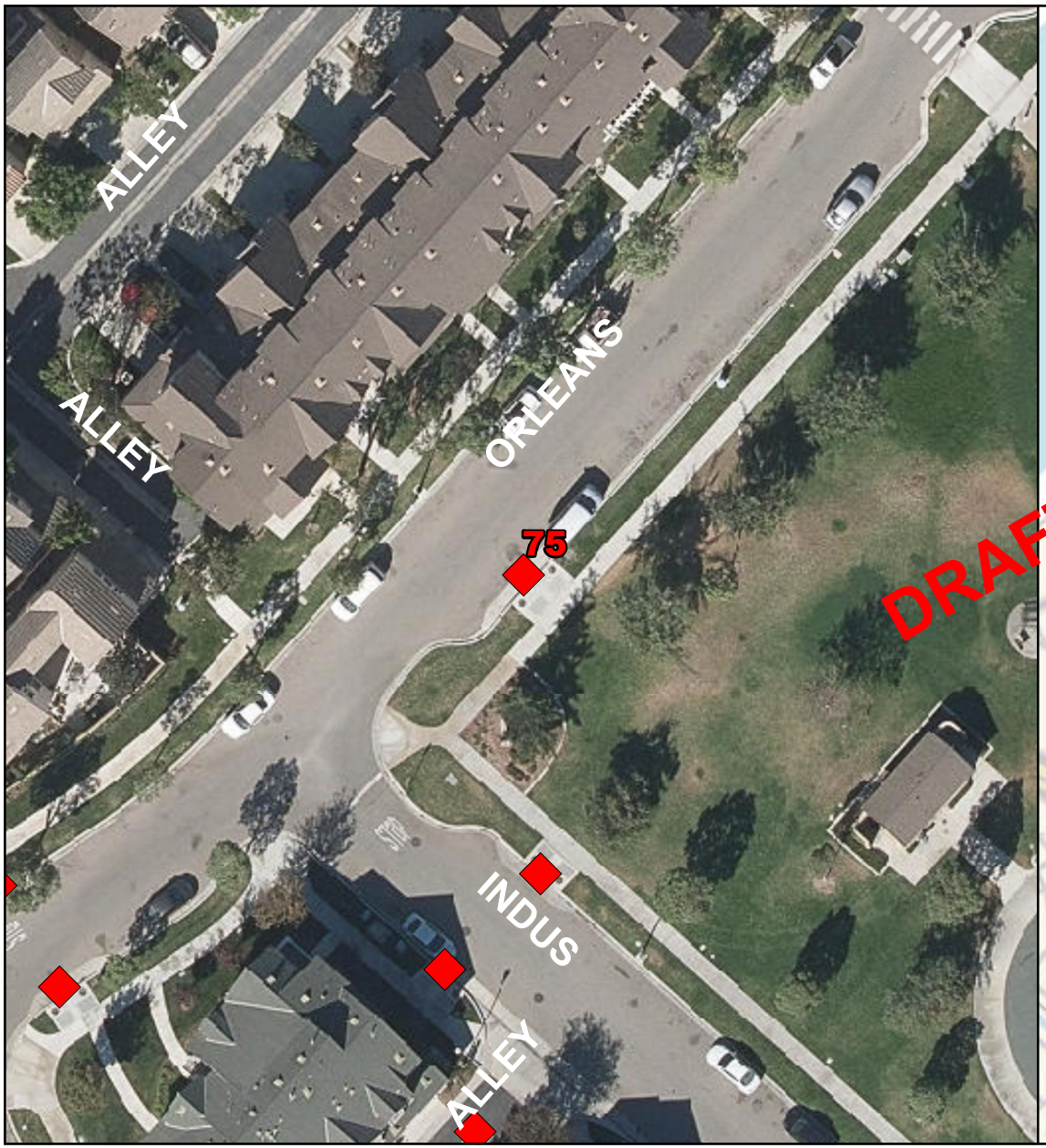
Legend

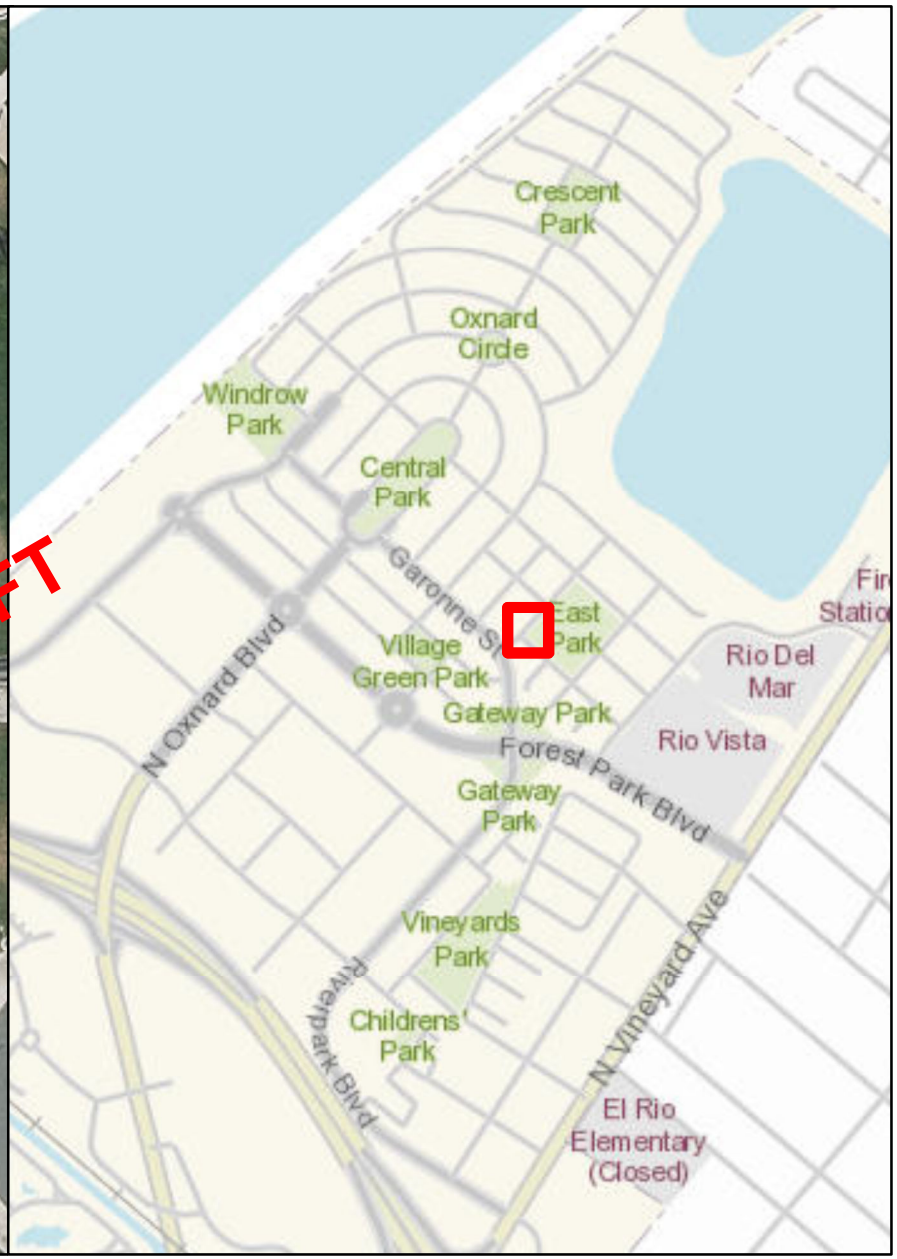
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 75





STORMFILTER CATCHBASIN - 6'X15'

Number of Cartridges is 13

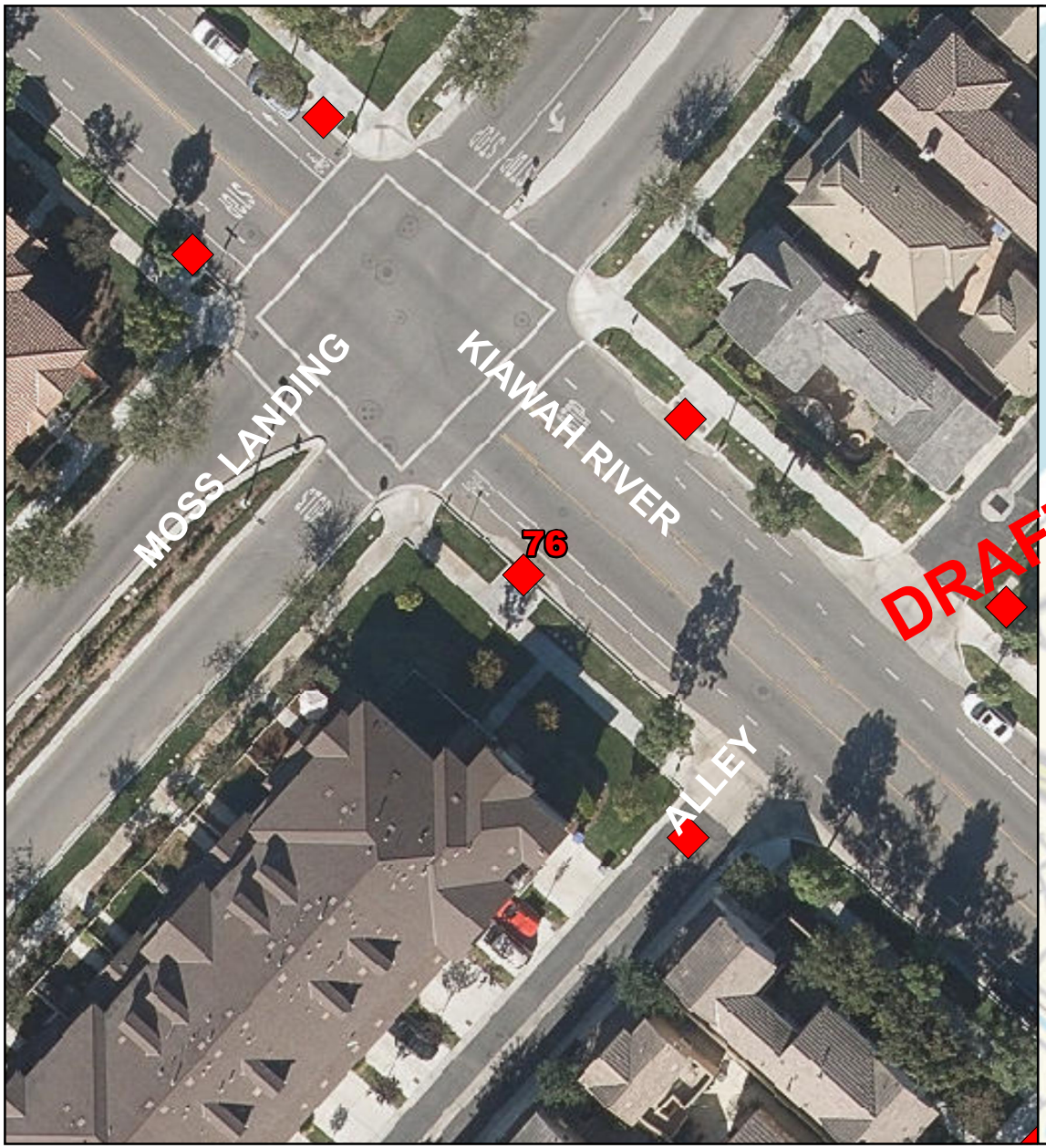
Legend

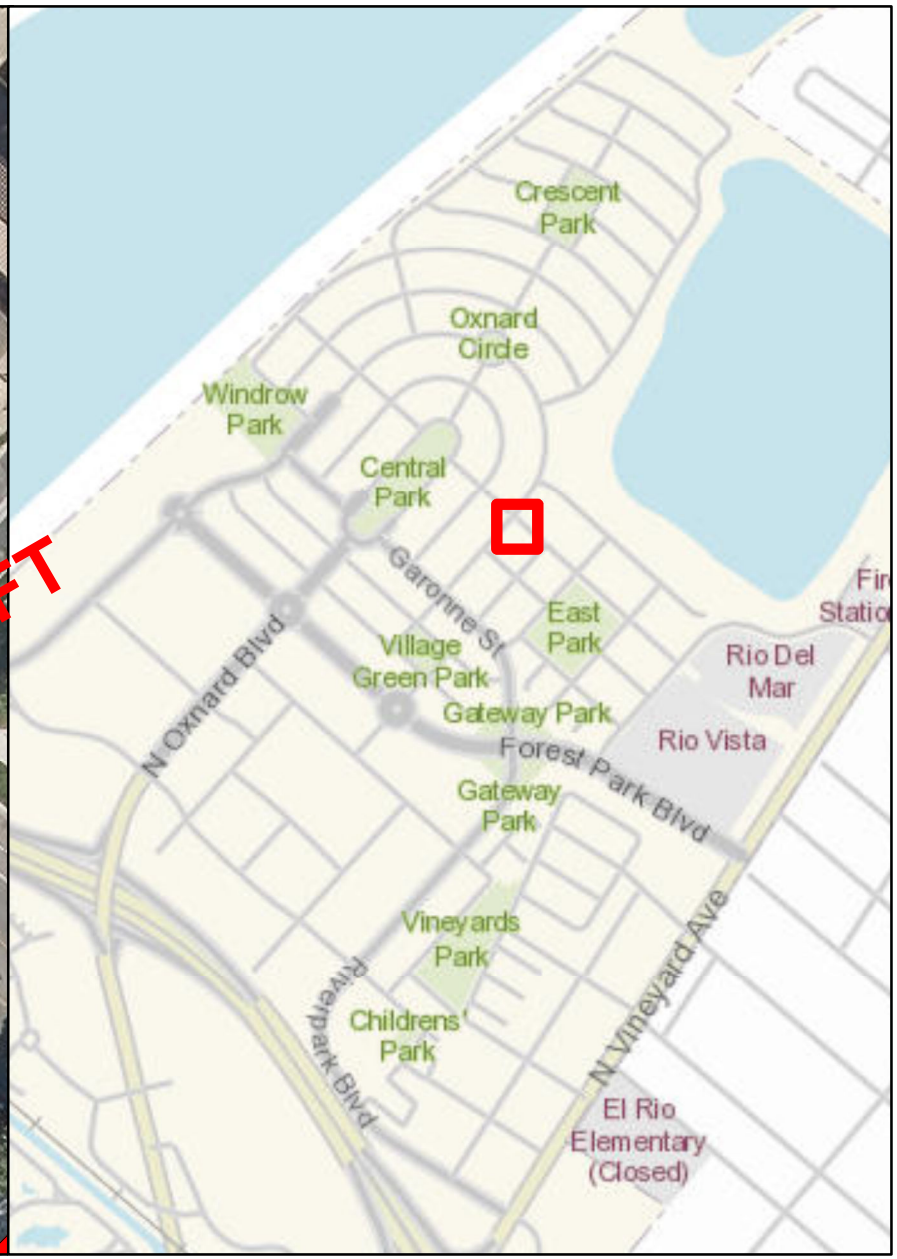
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 340

Filtration Unit No. 76





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 8

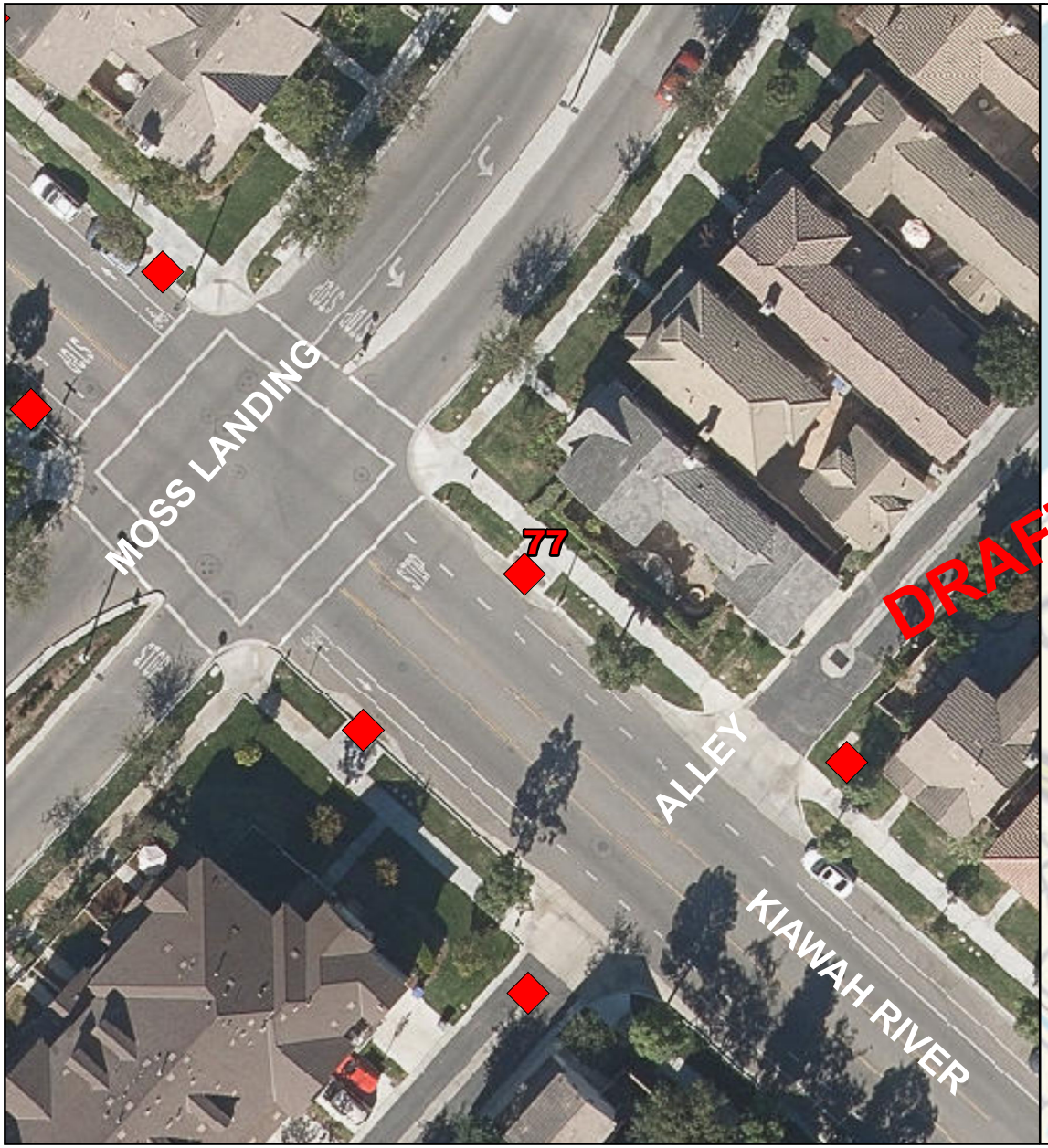
Legend

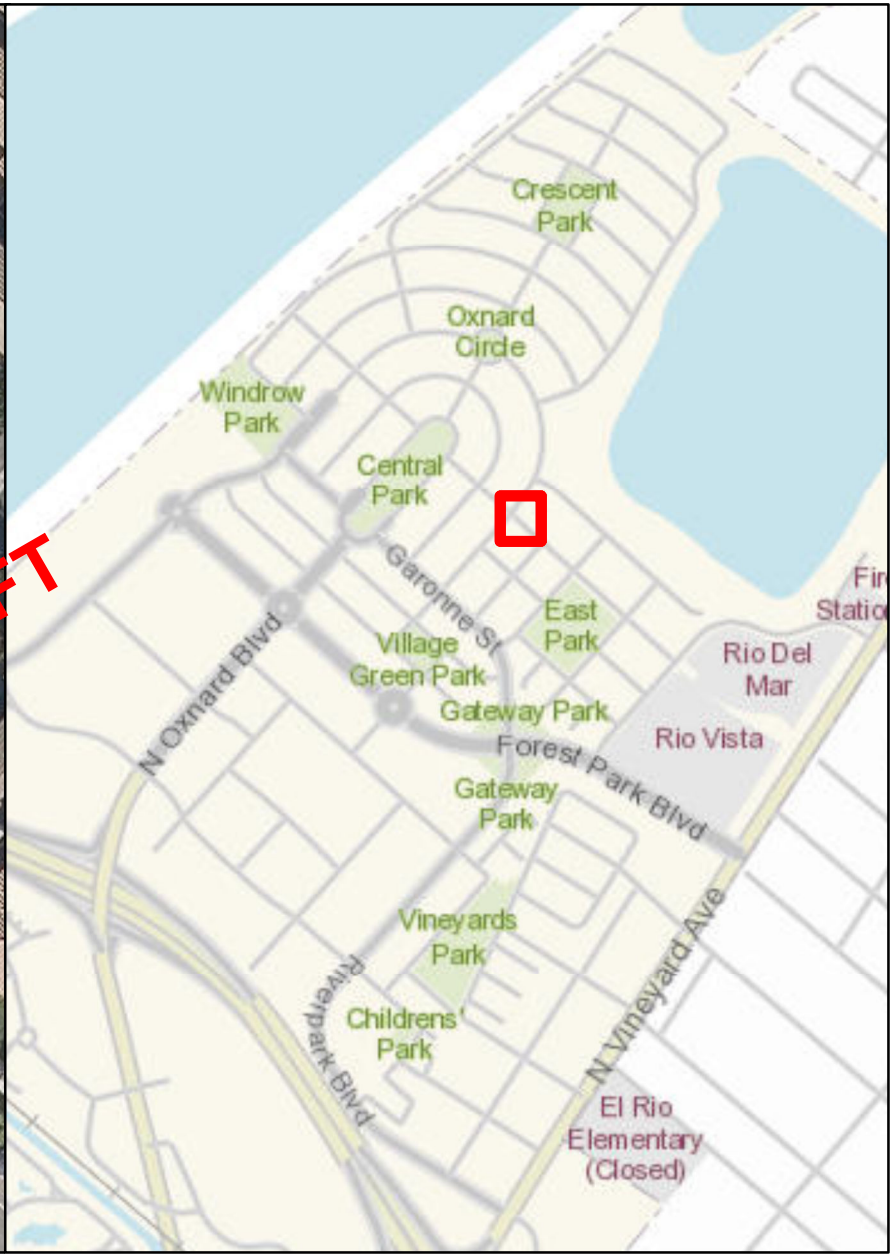
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 77





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 7

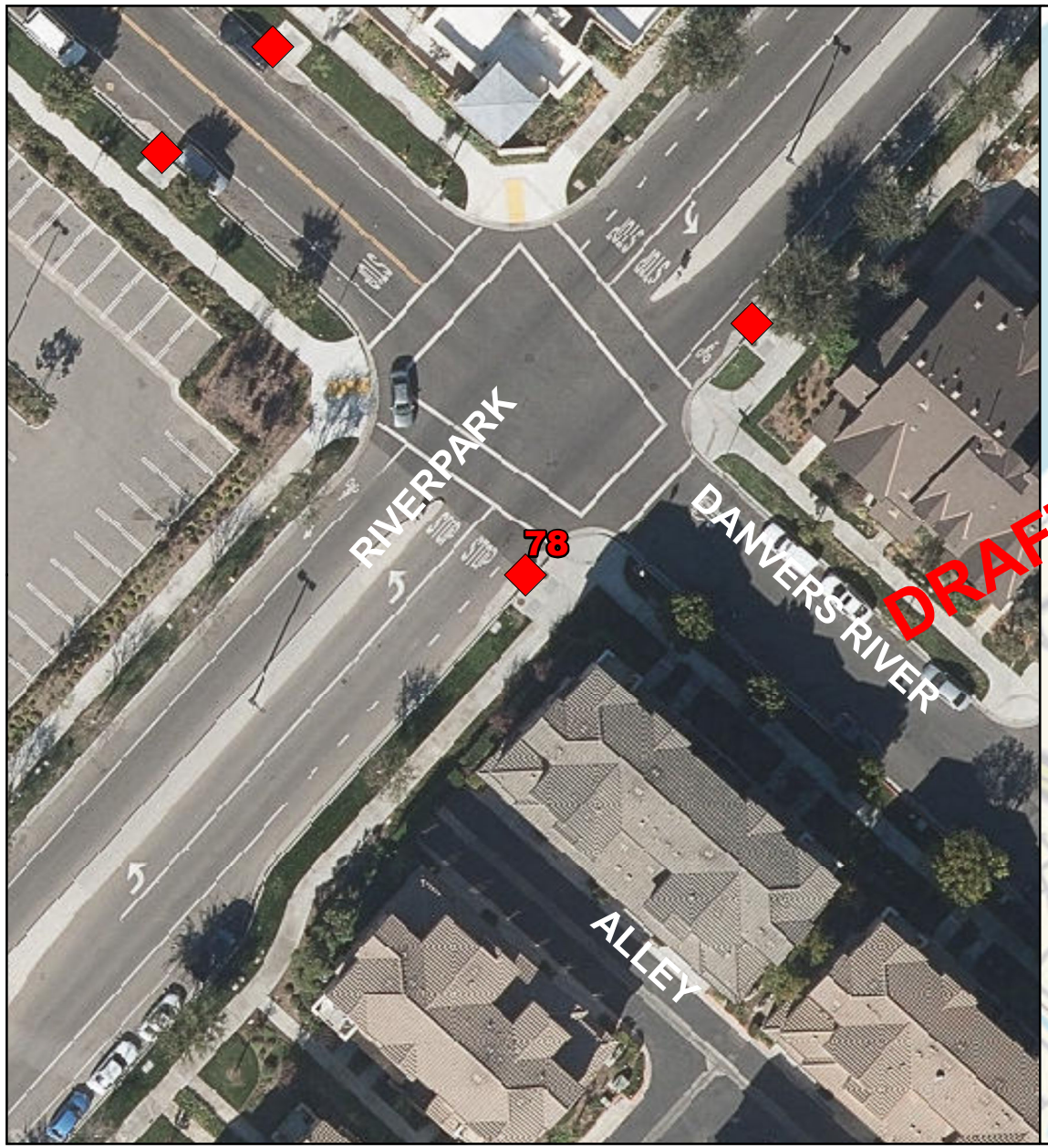
Legend

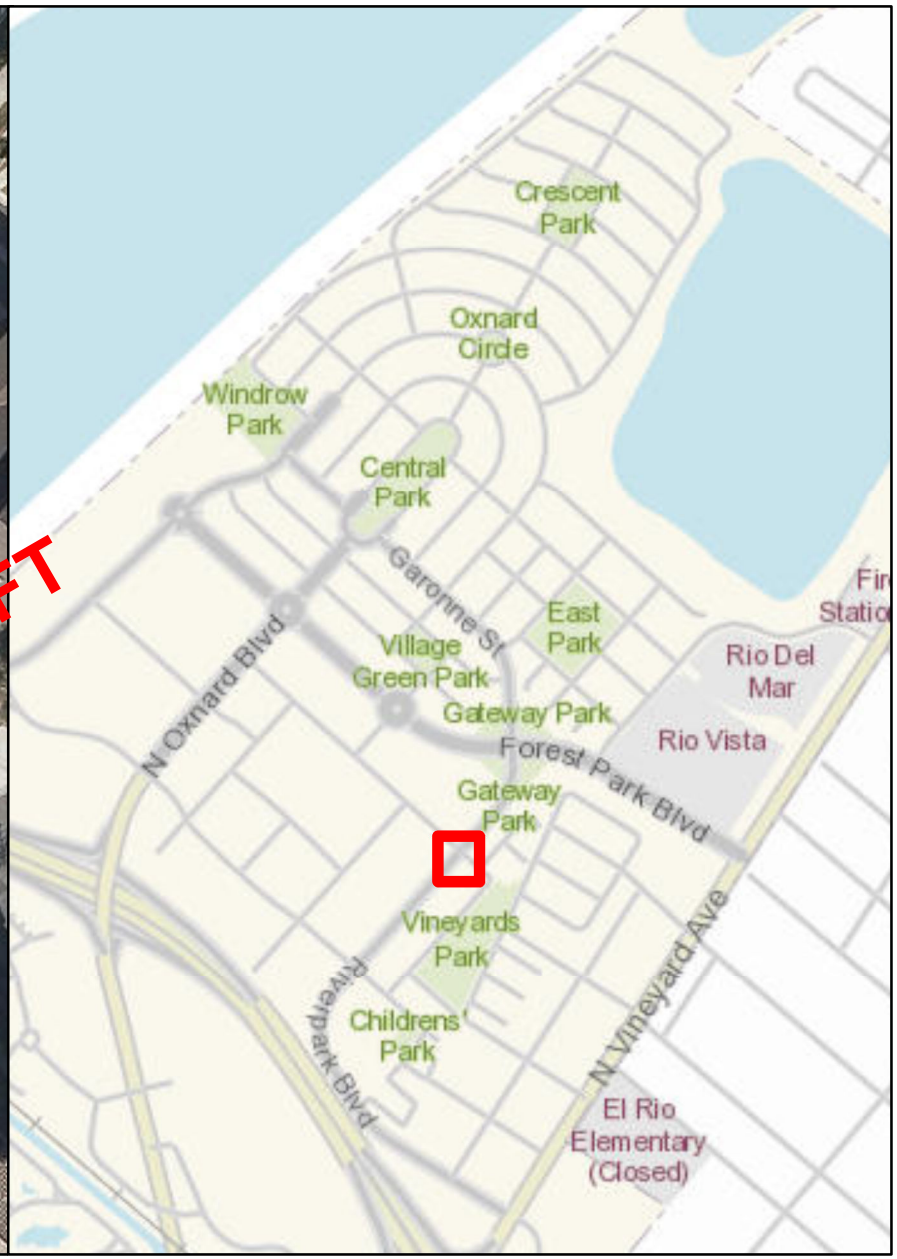
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 78





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

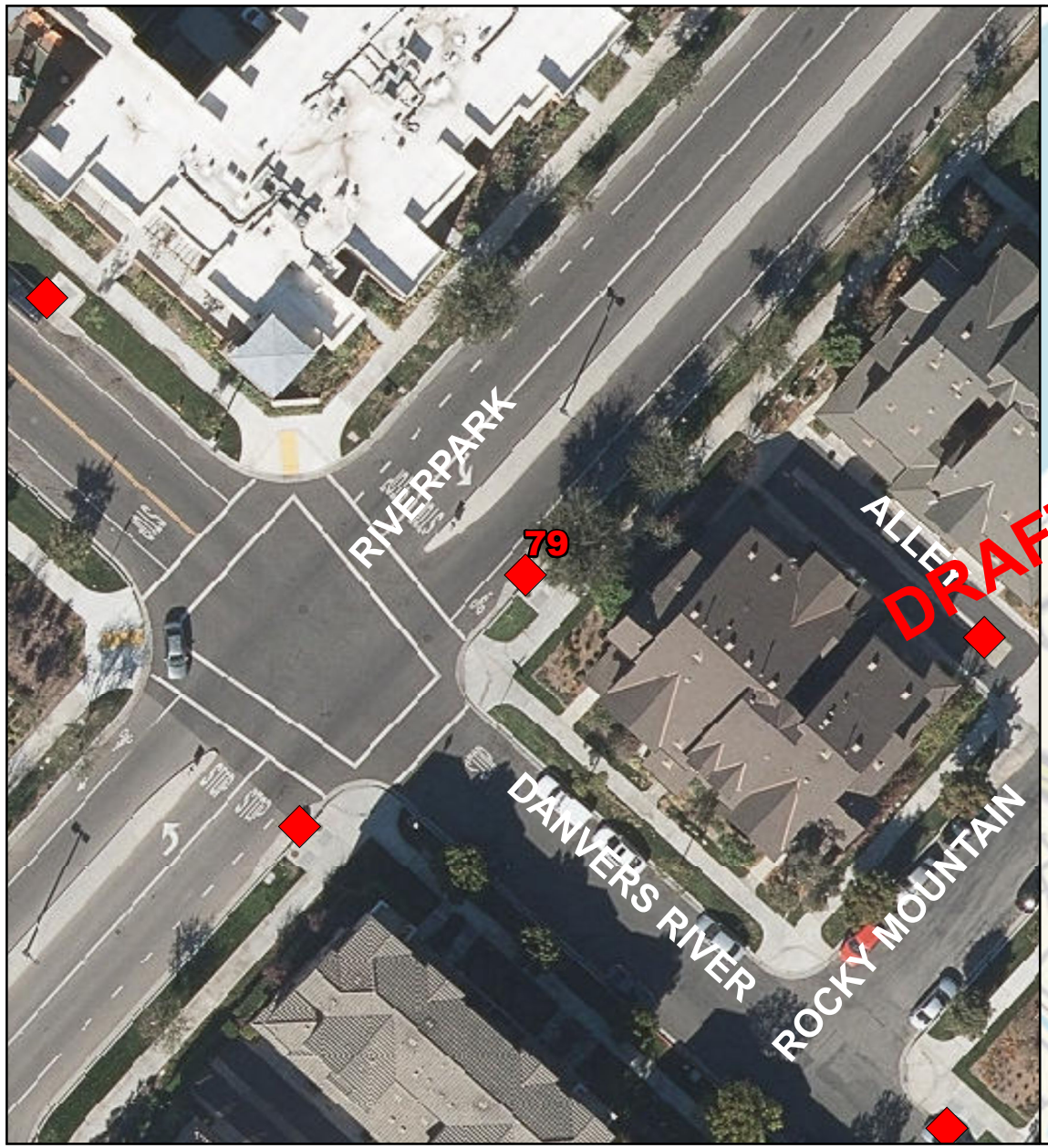
Legend

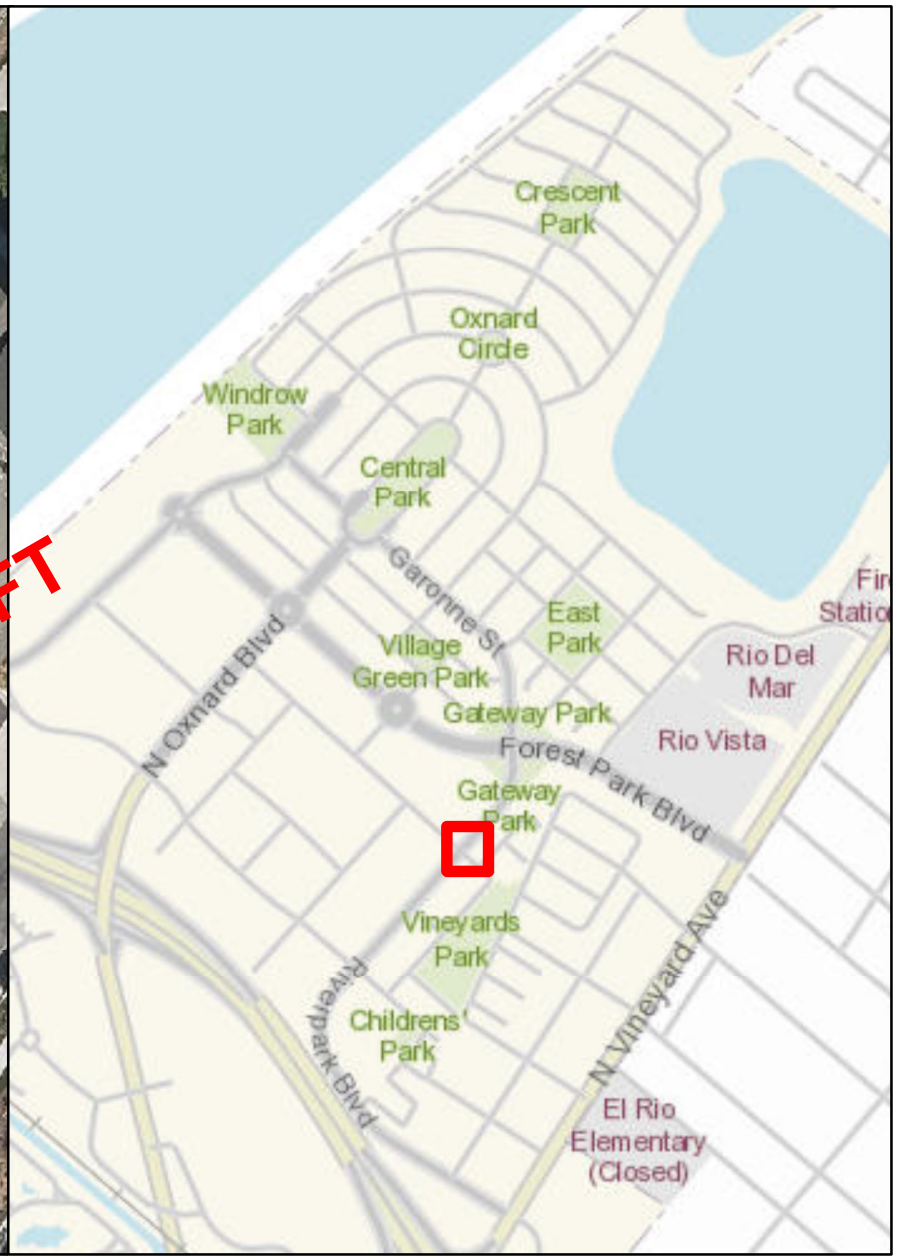
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 79





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

Legend

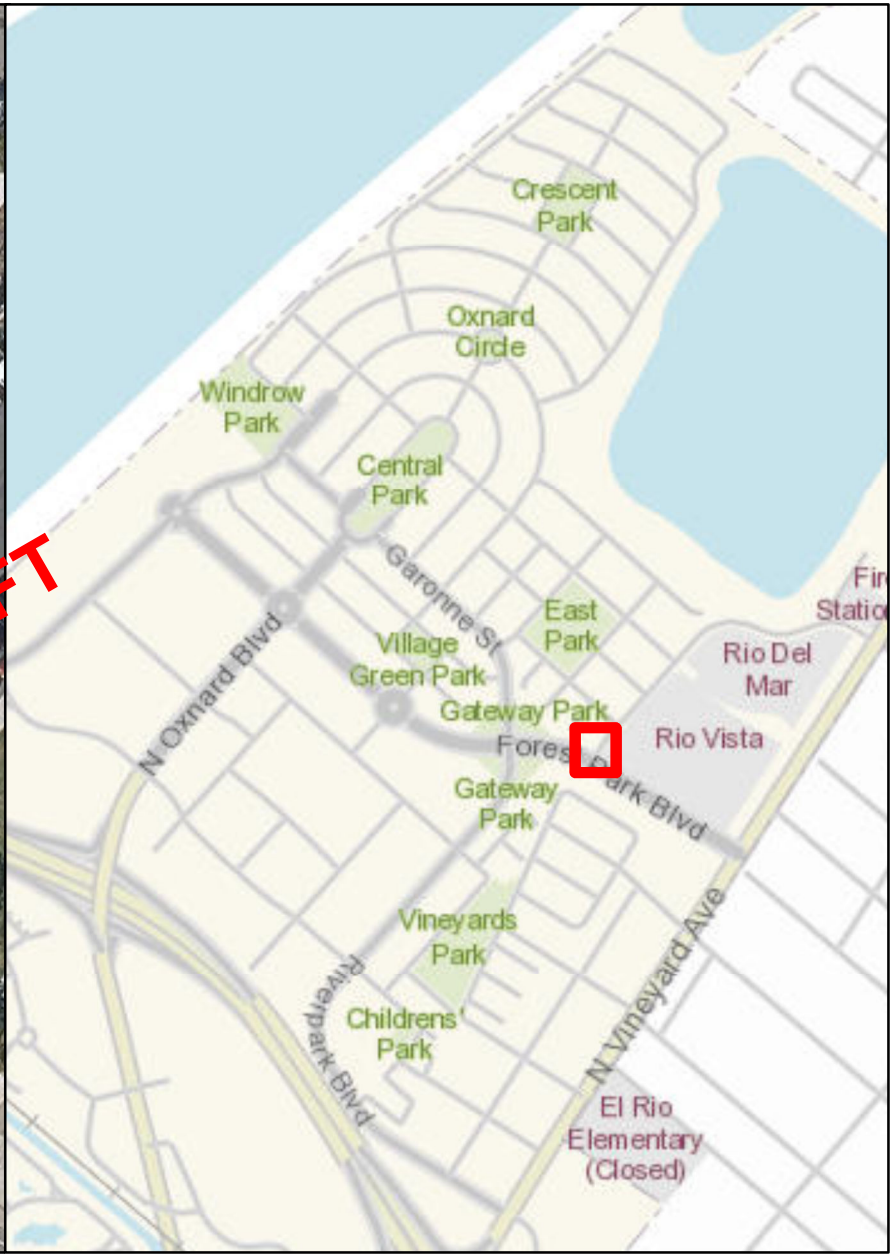
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 80





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

Legend

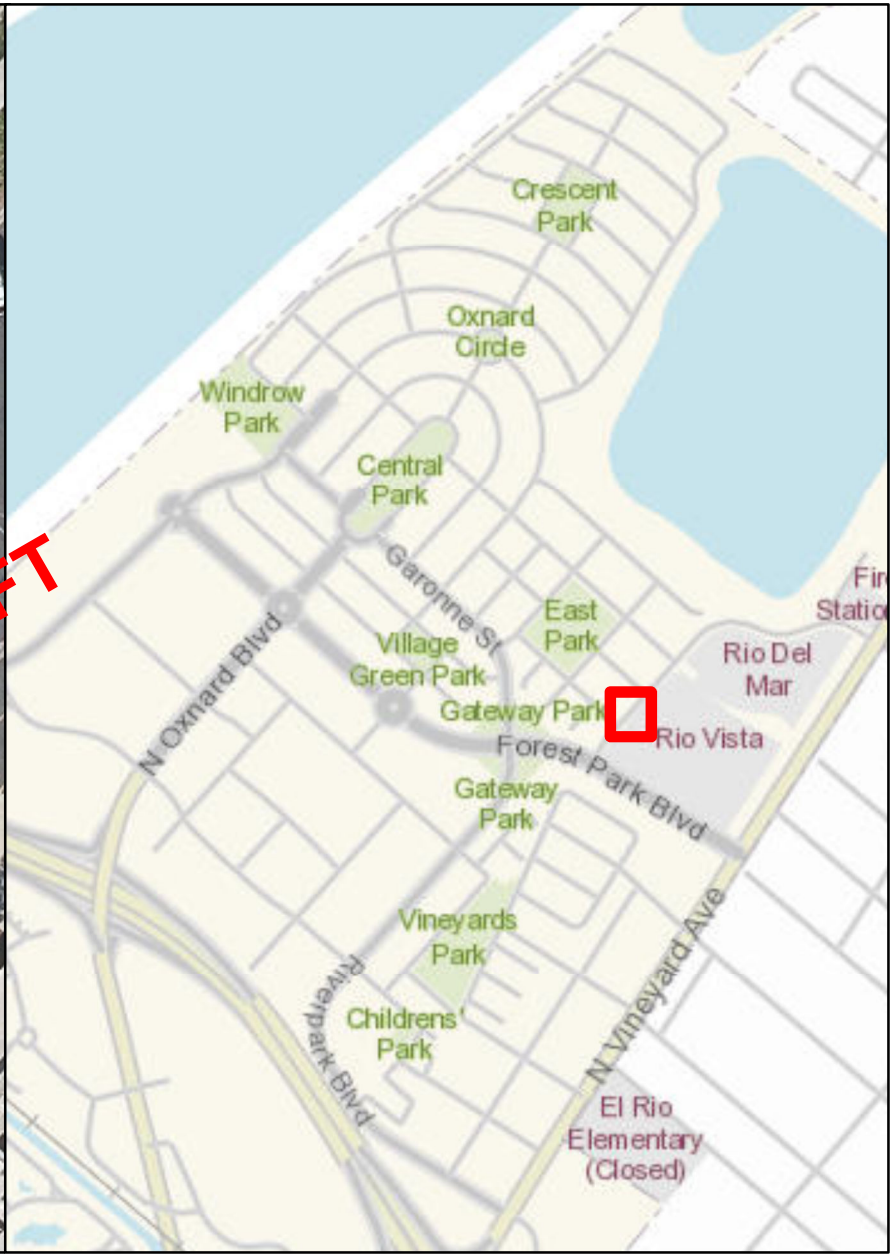
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 345

Filtration Unit No. 81





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 82





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 83





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

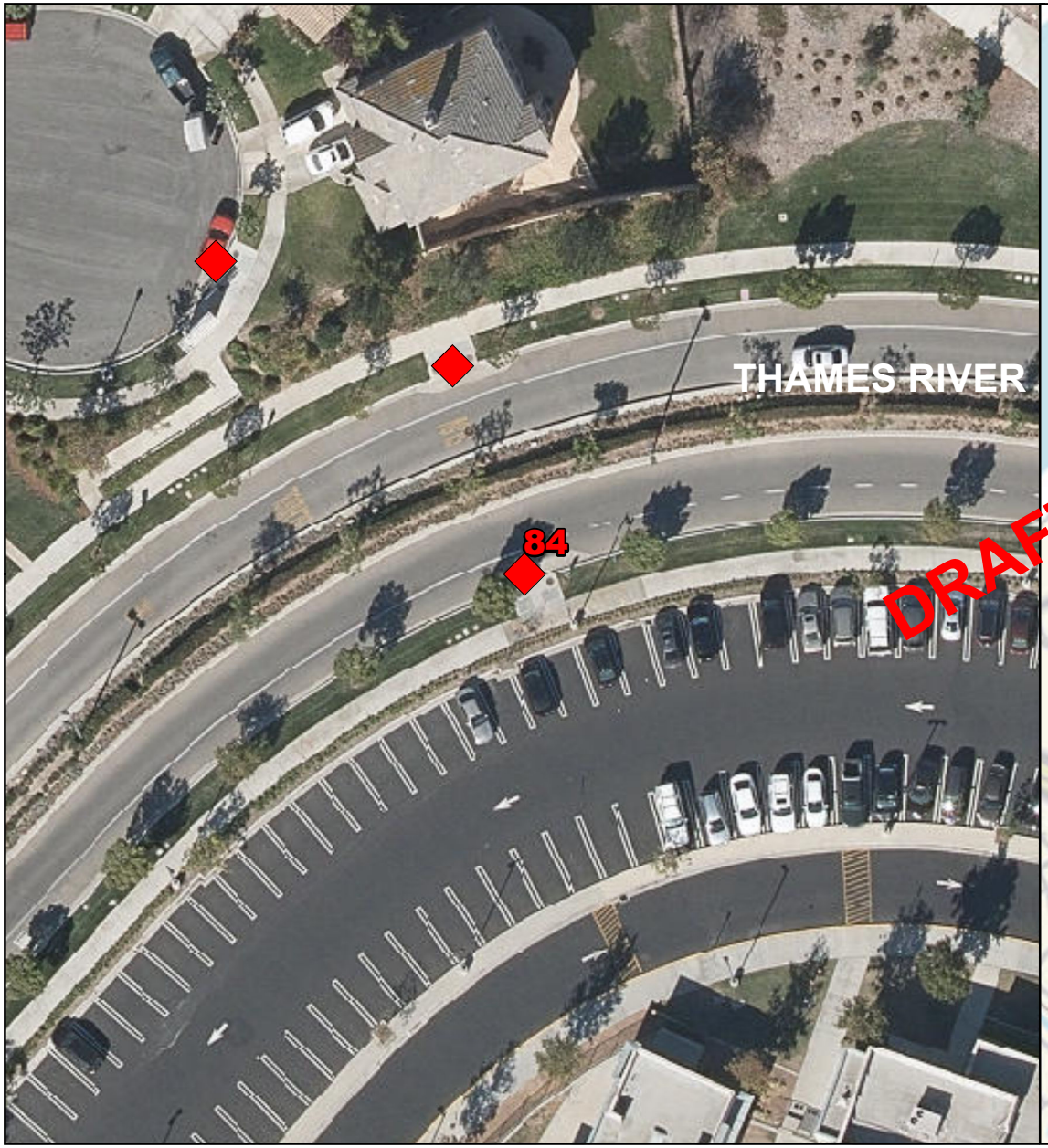
Legend

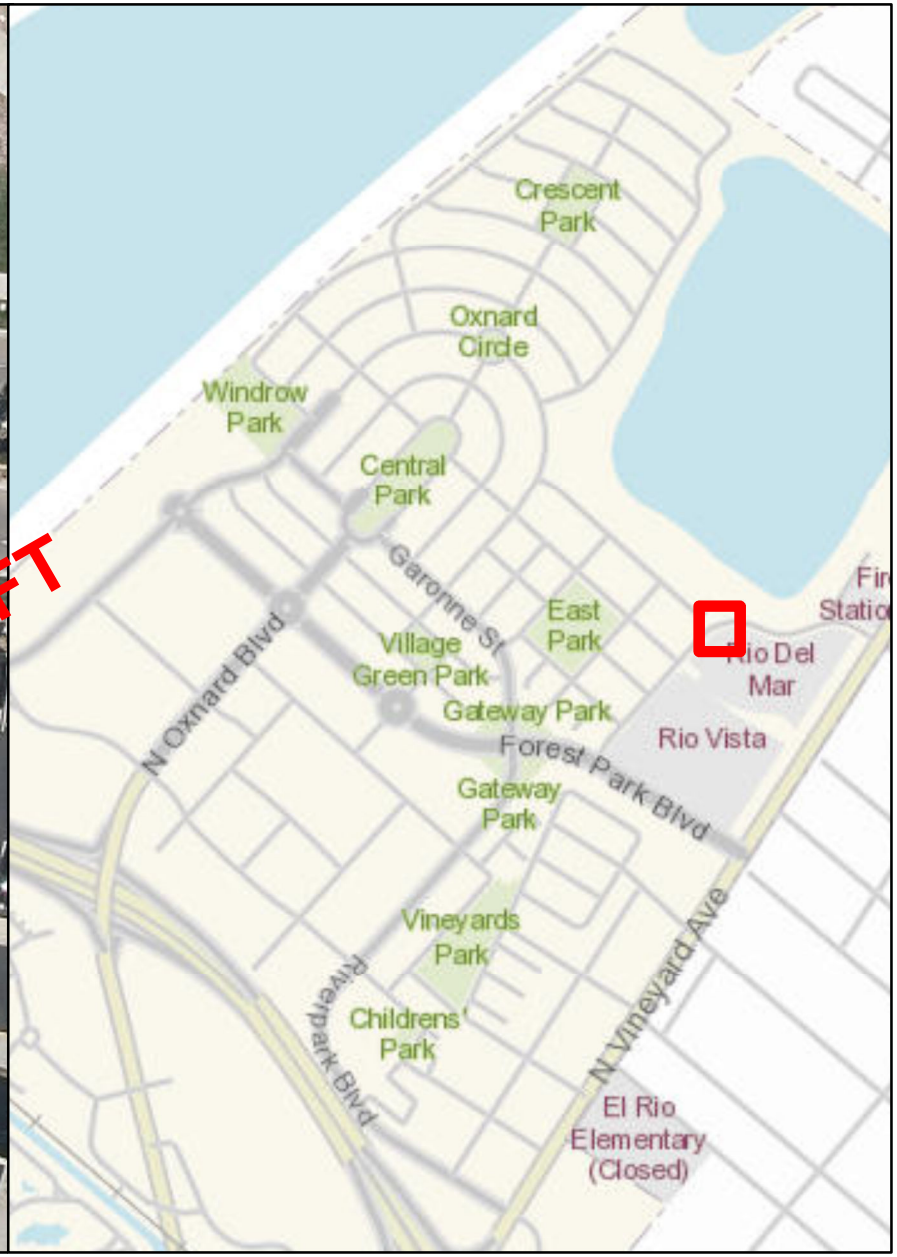
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 84





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 7

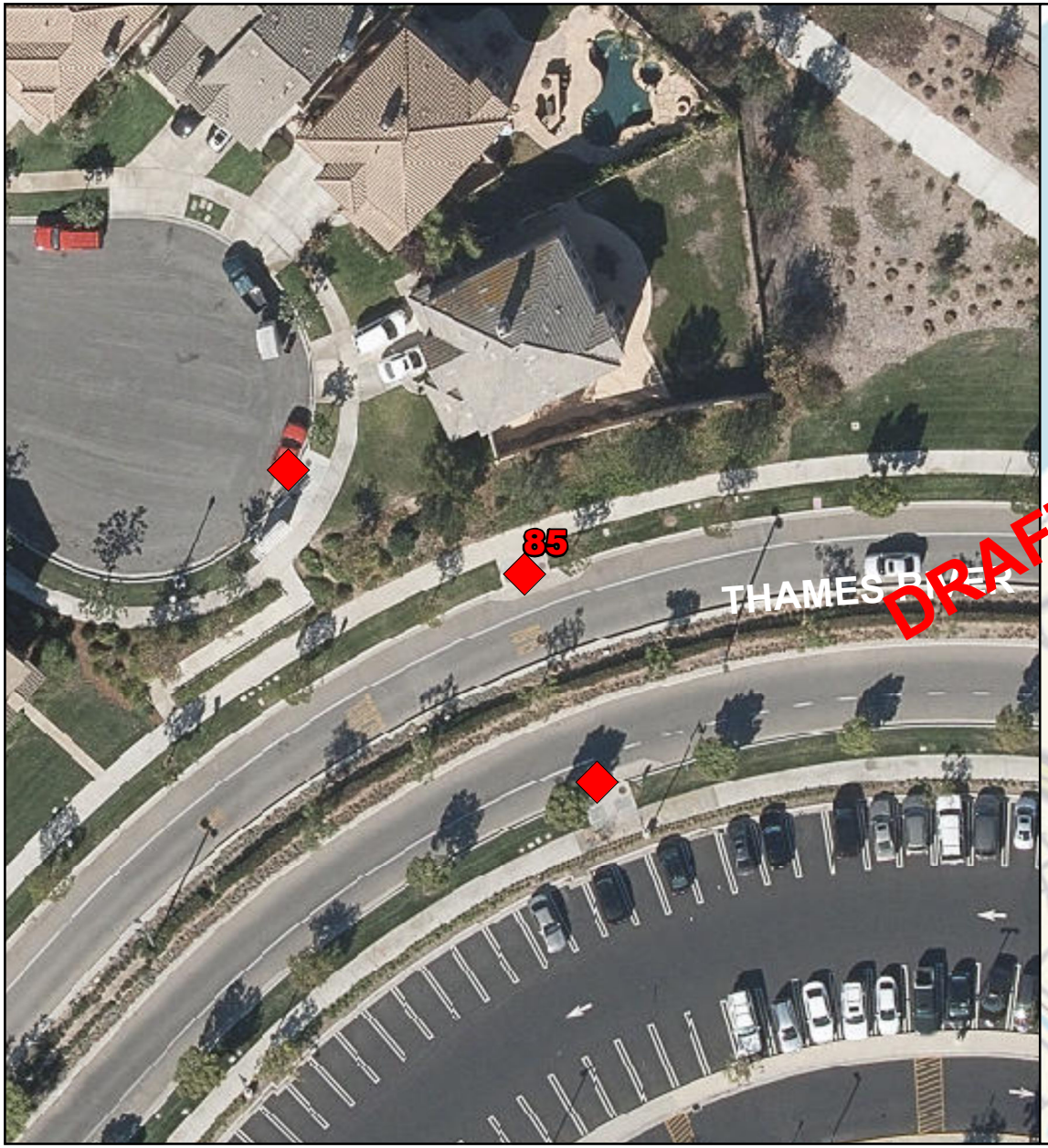
Legend

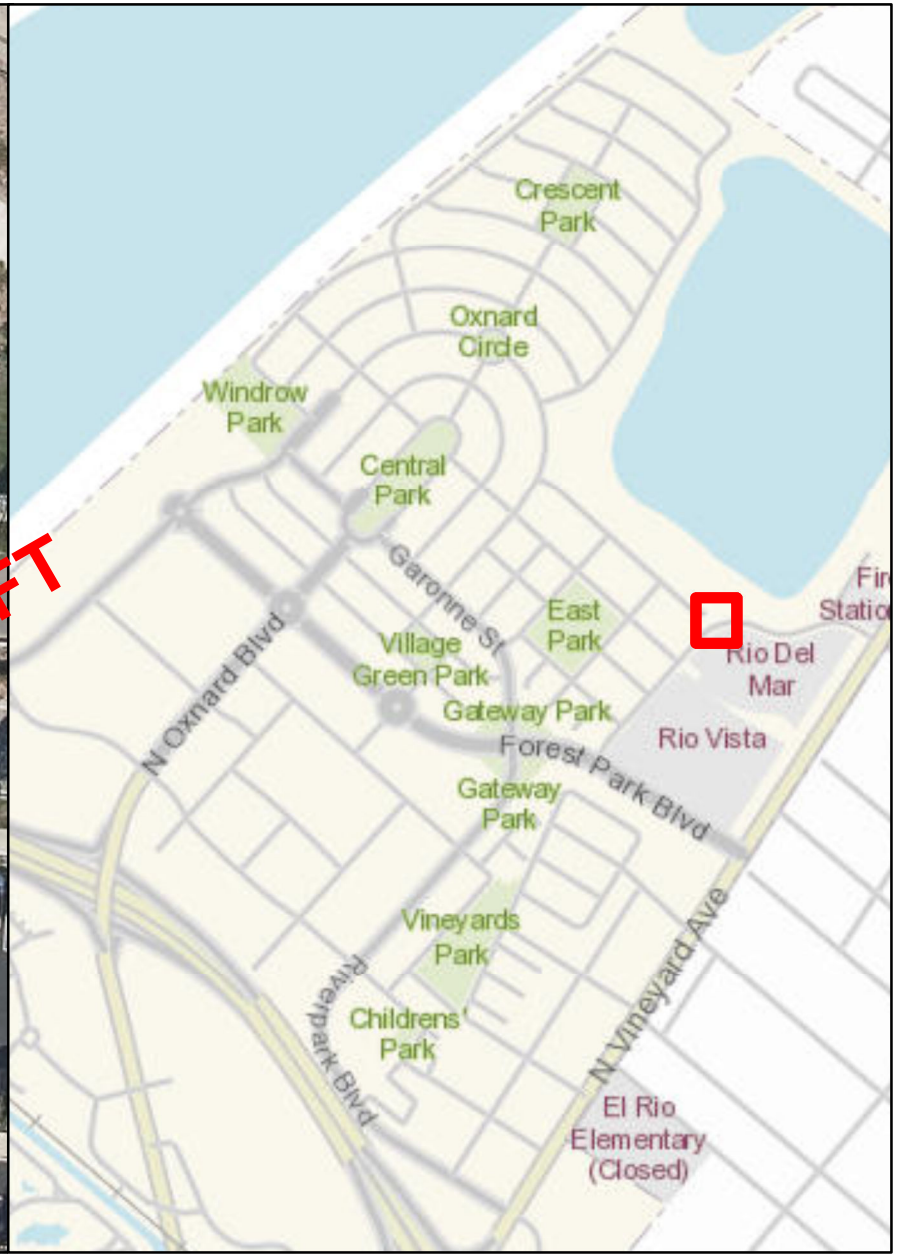
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 85





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 10

Legend

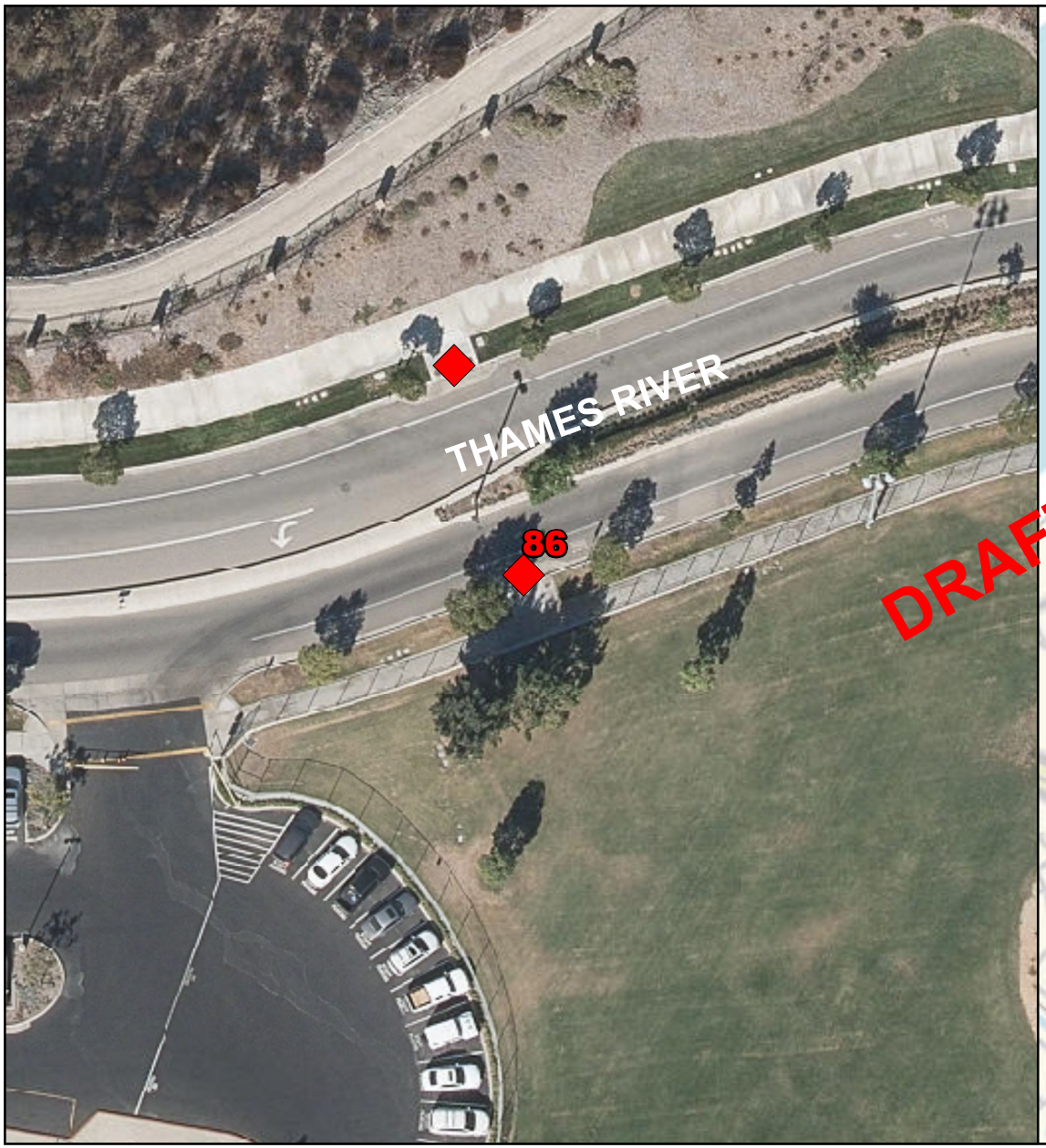
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

350

Filtration Unit No. 86





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

Legend

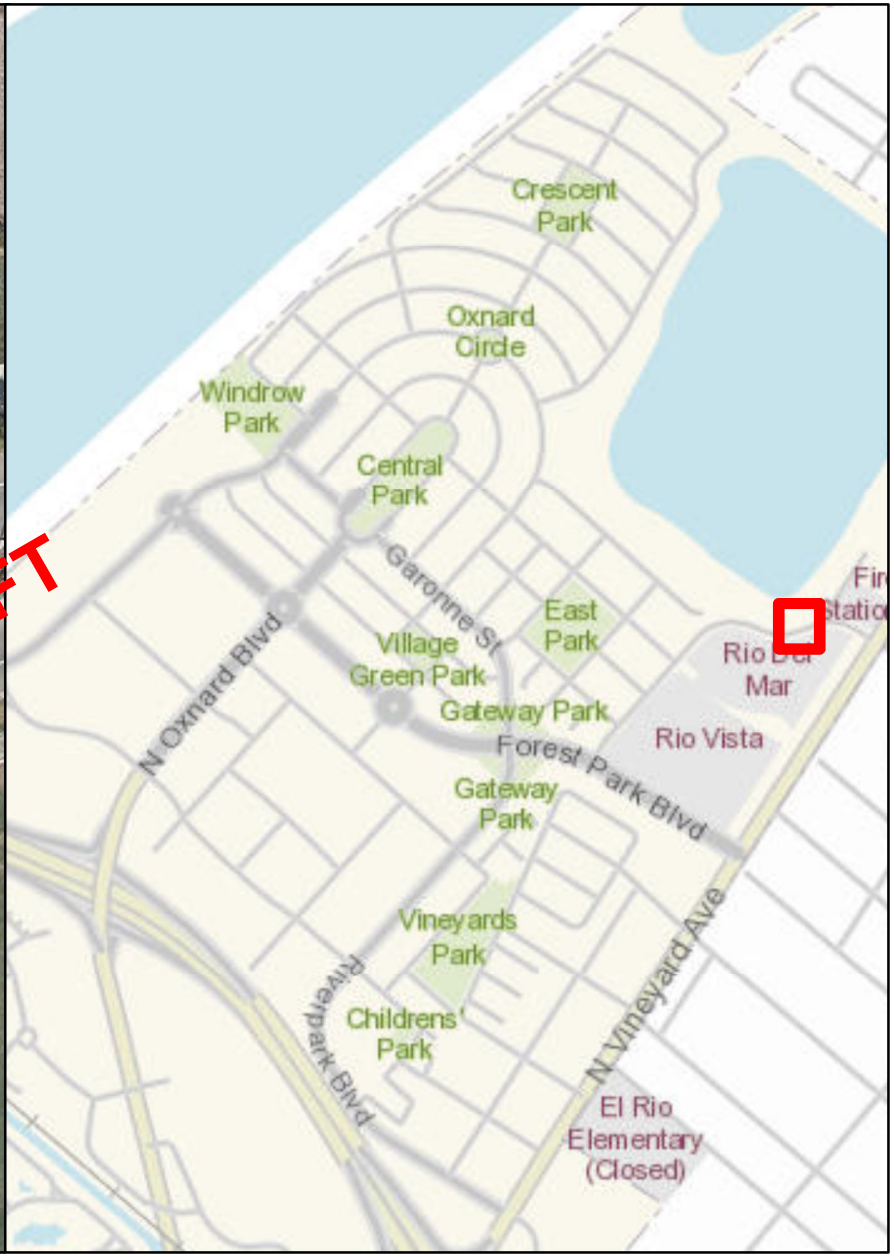
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 87





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

Legend

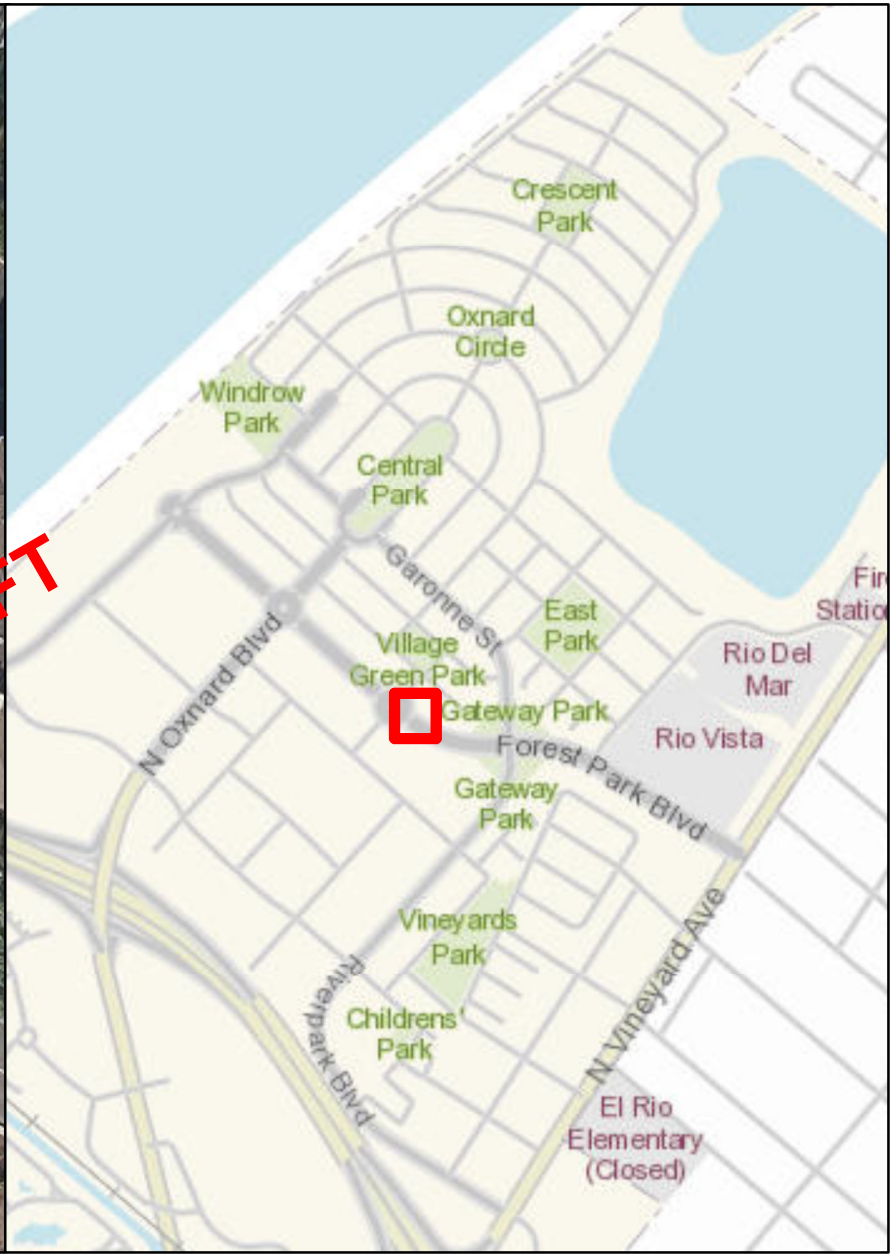
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 88





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

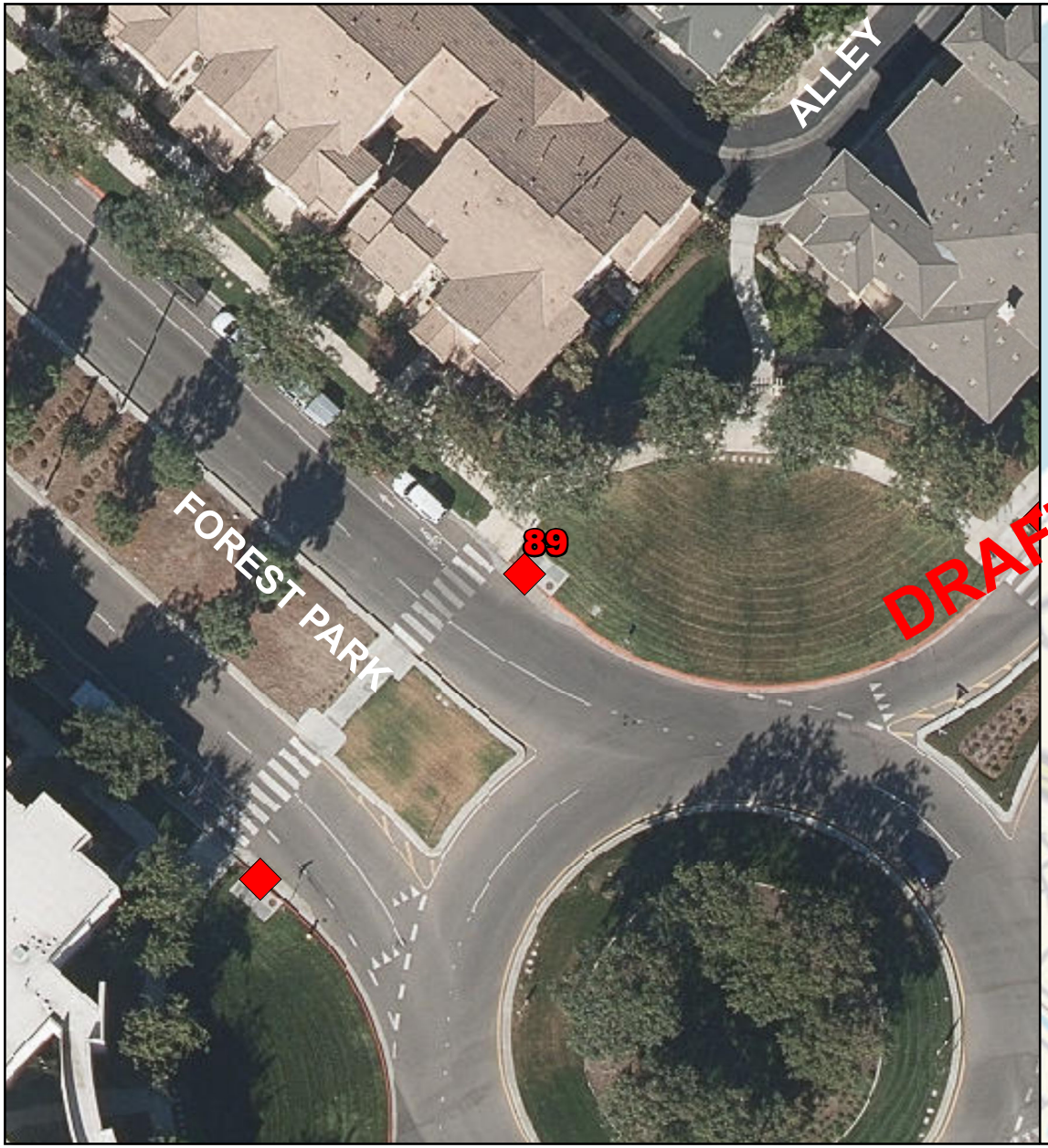
Legend

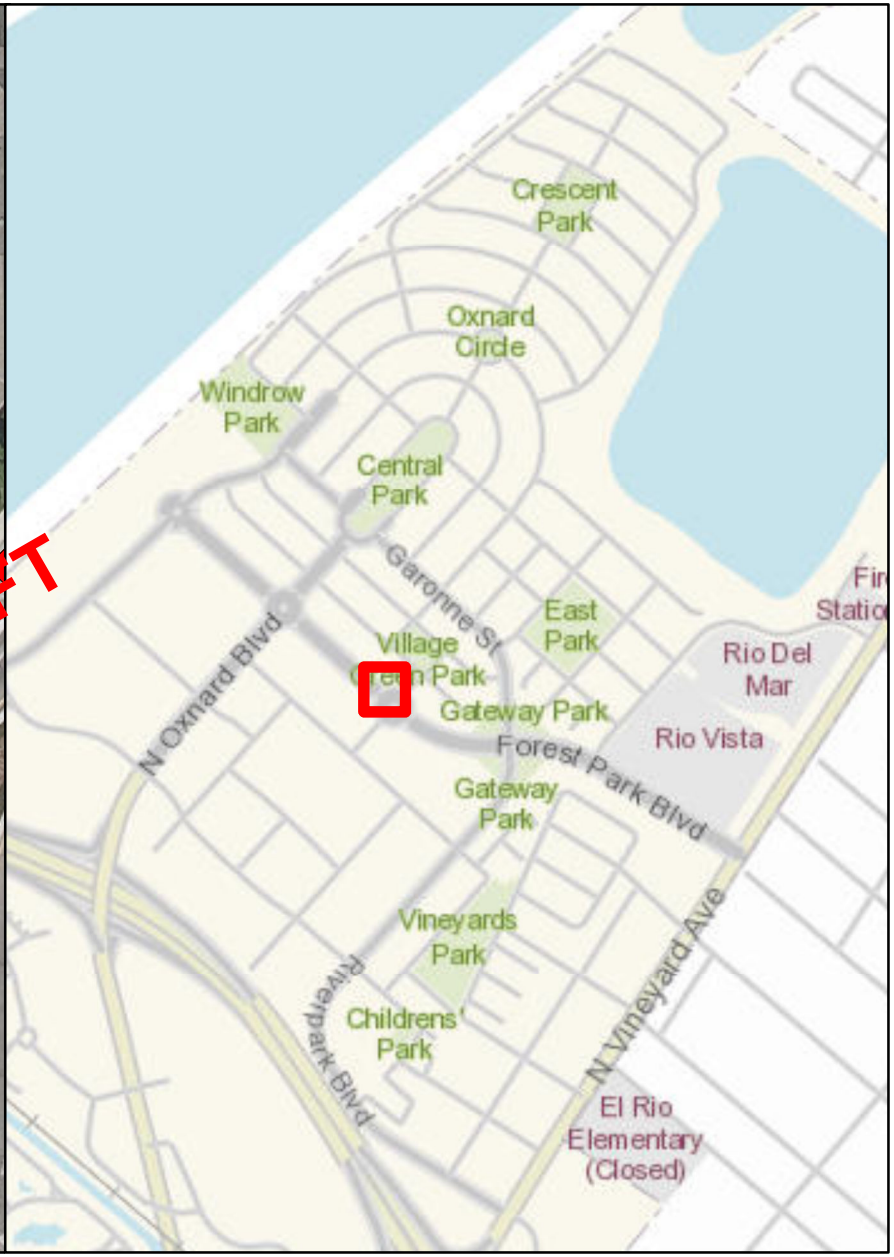
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 89





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 7

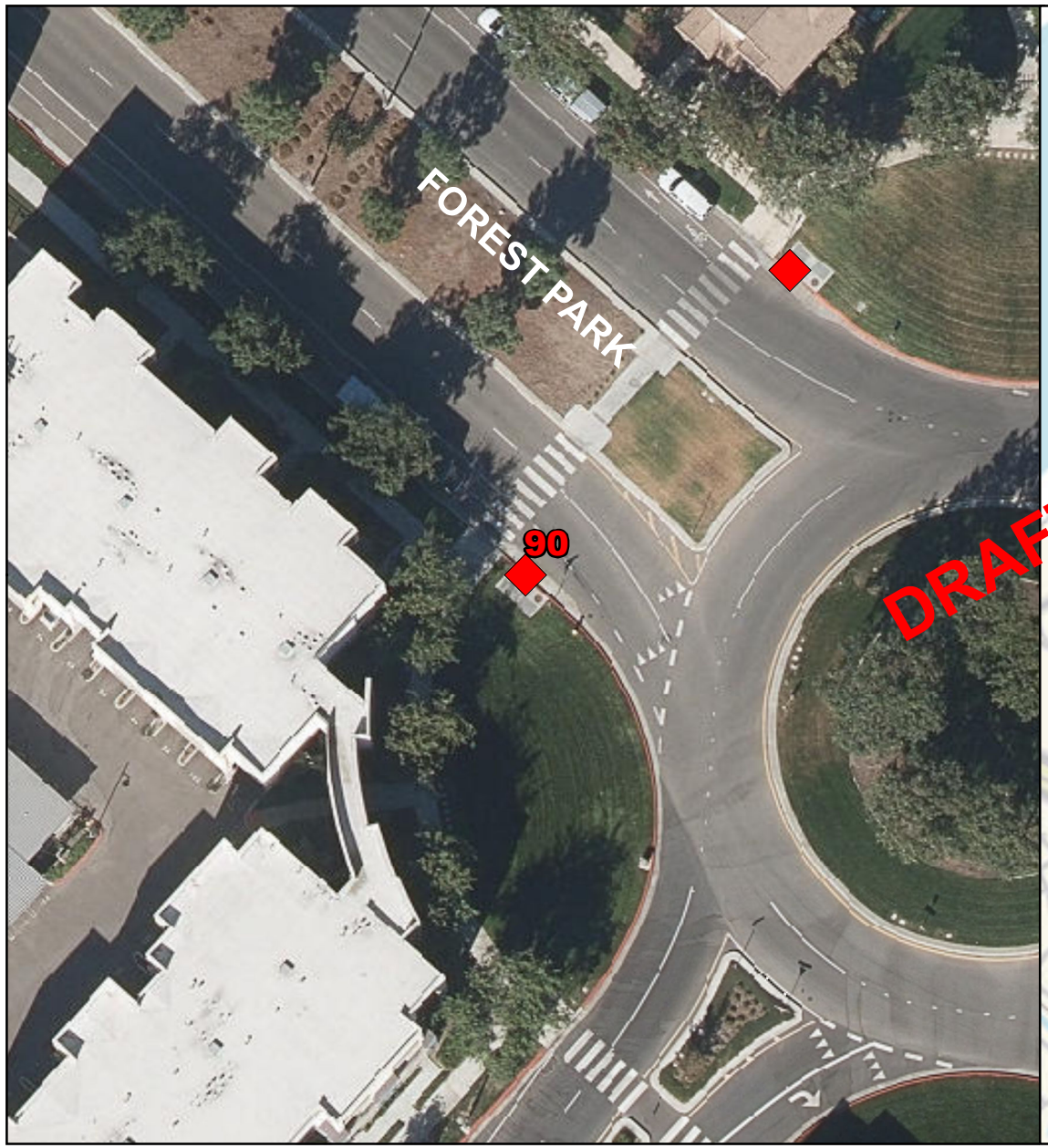
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 90





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

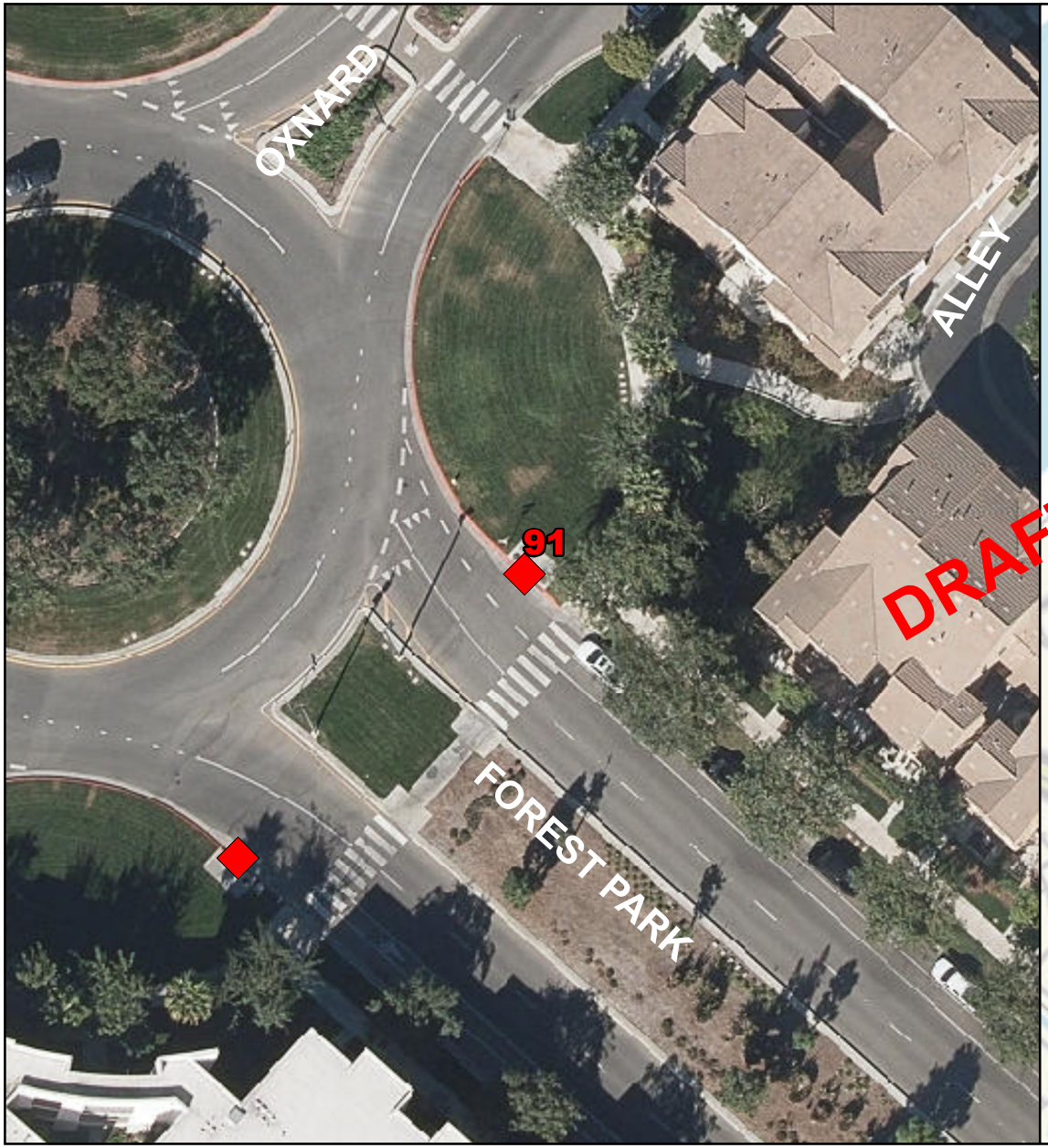
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 91





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 8

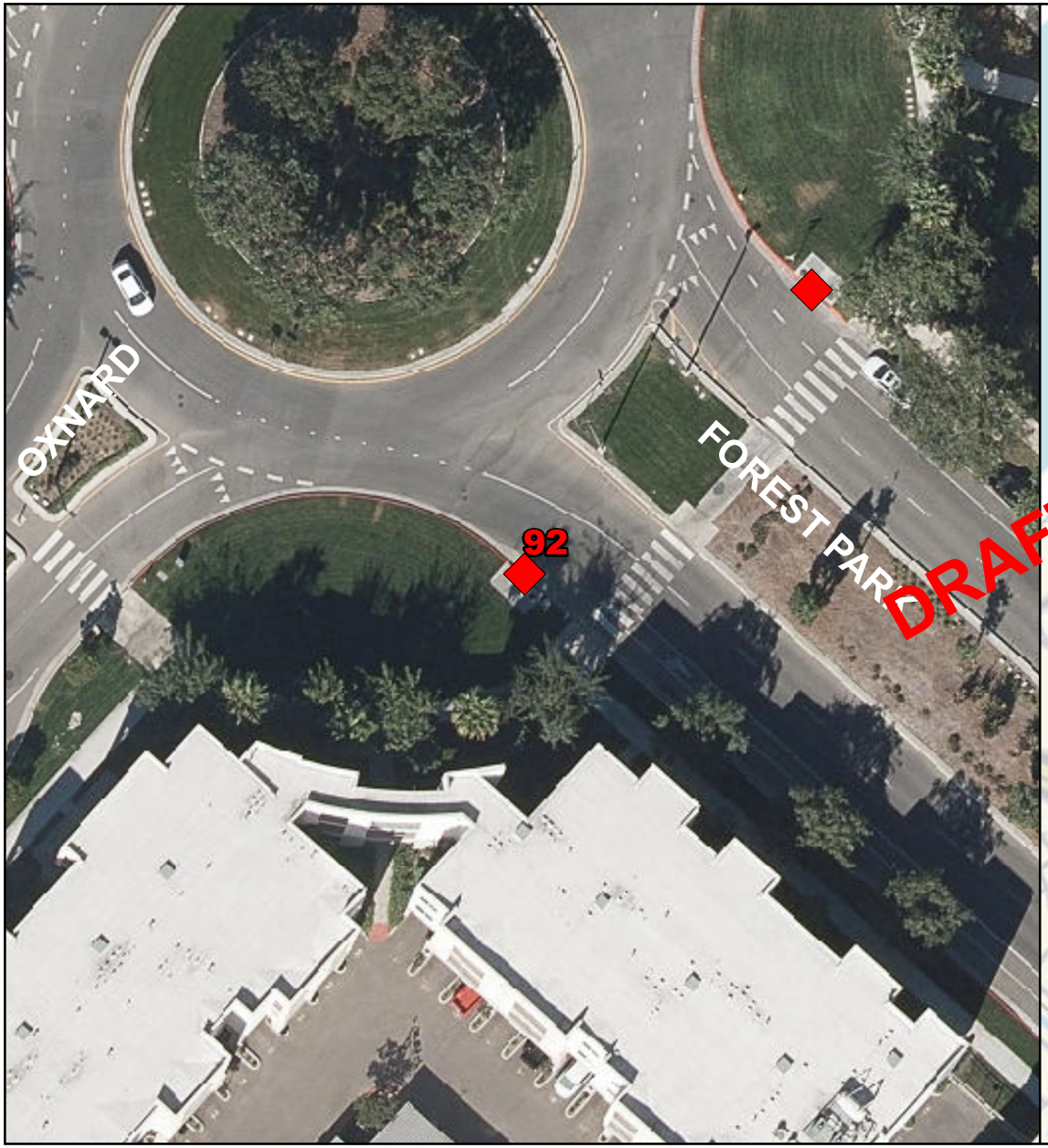
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 92





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

Legend

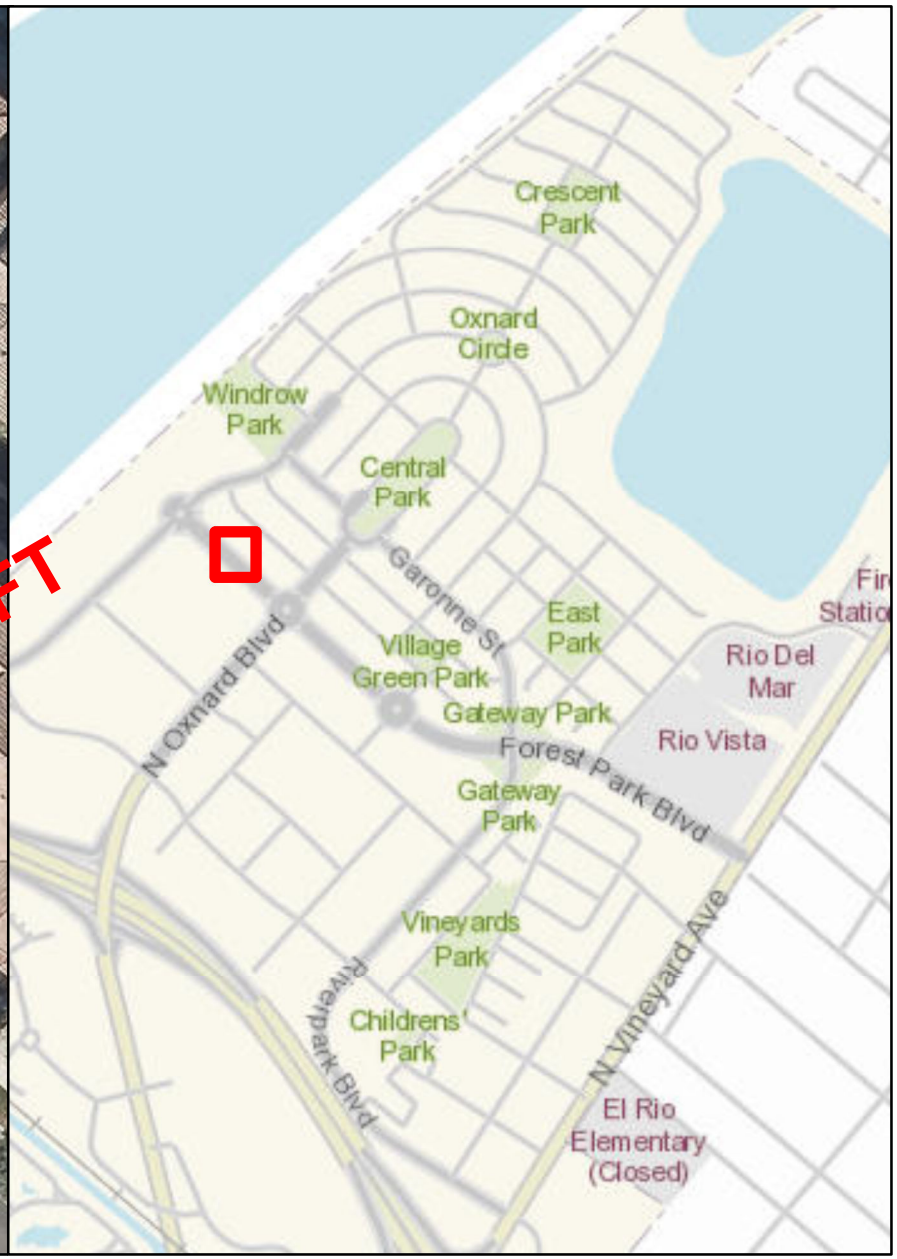
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 93





DRAFT

STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 8

Legend

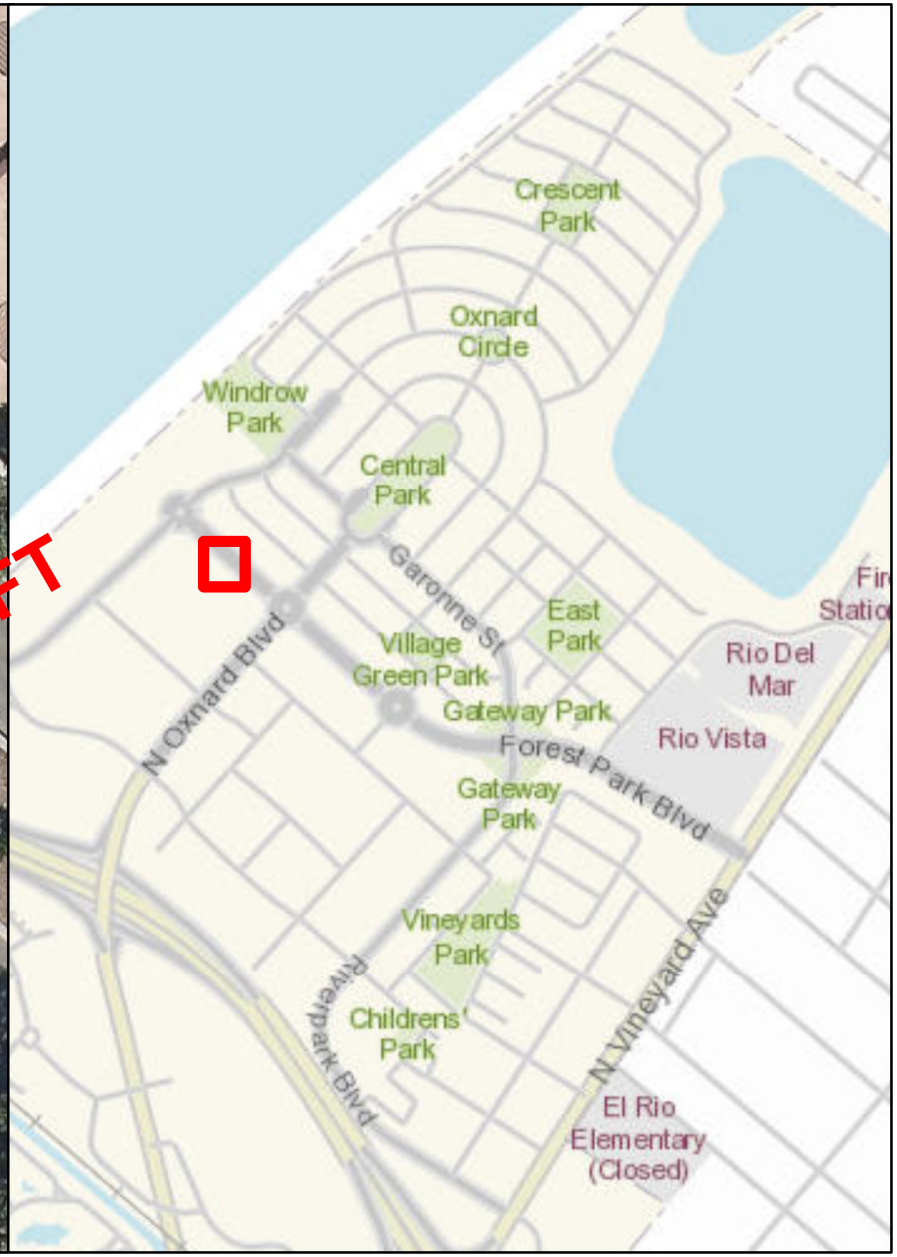
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 94





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

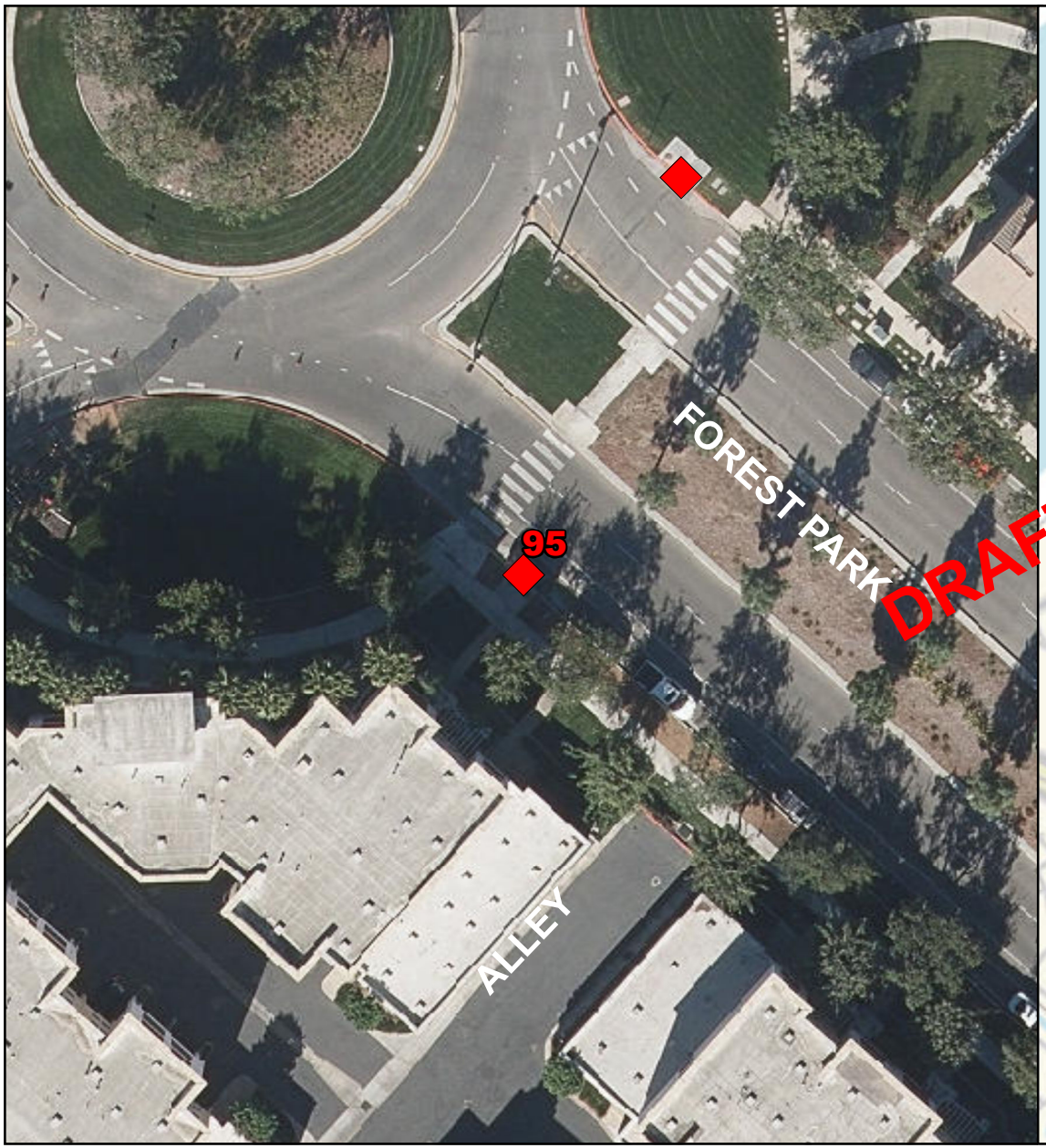
Legend

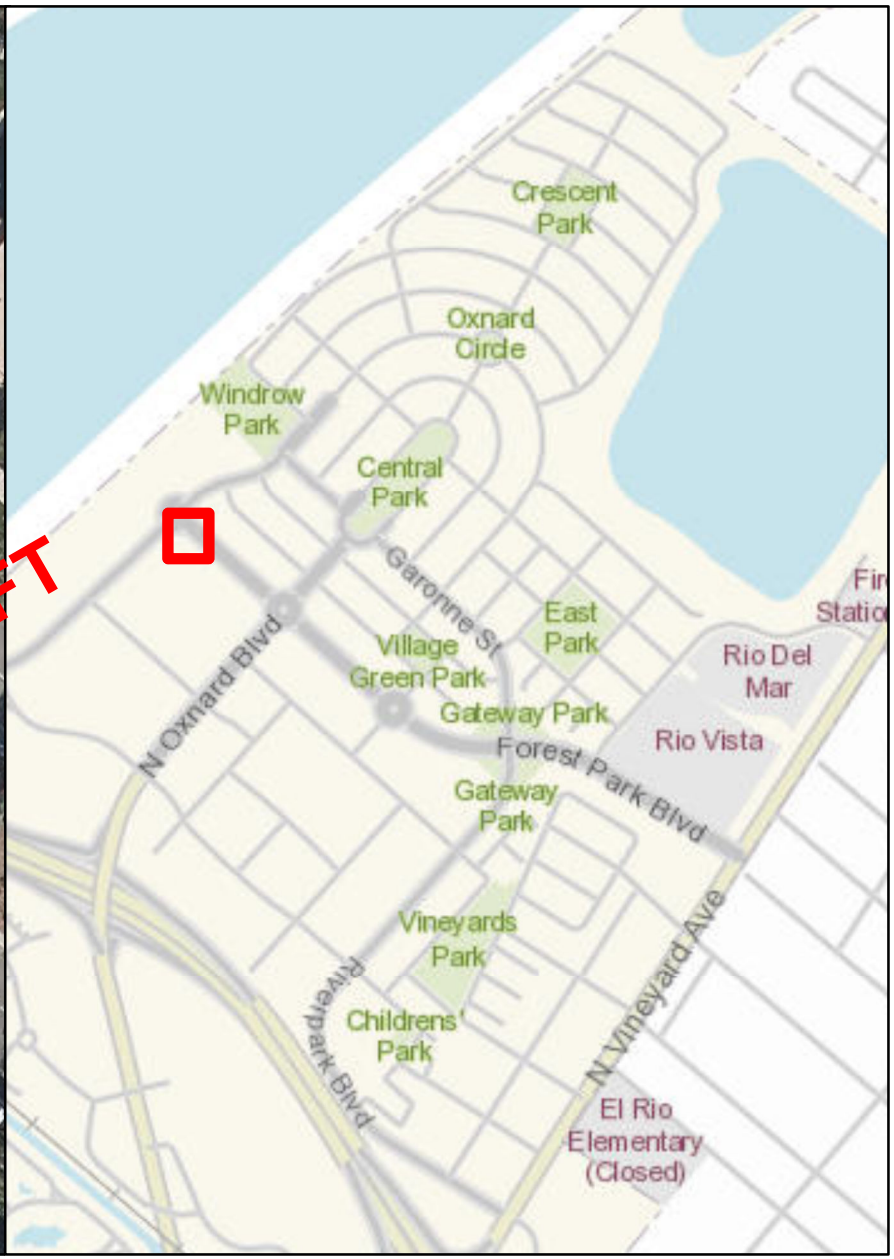
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 95





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

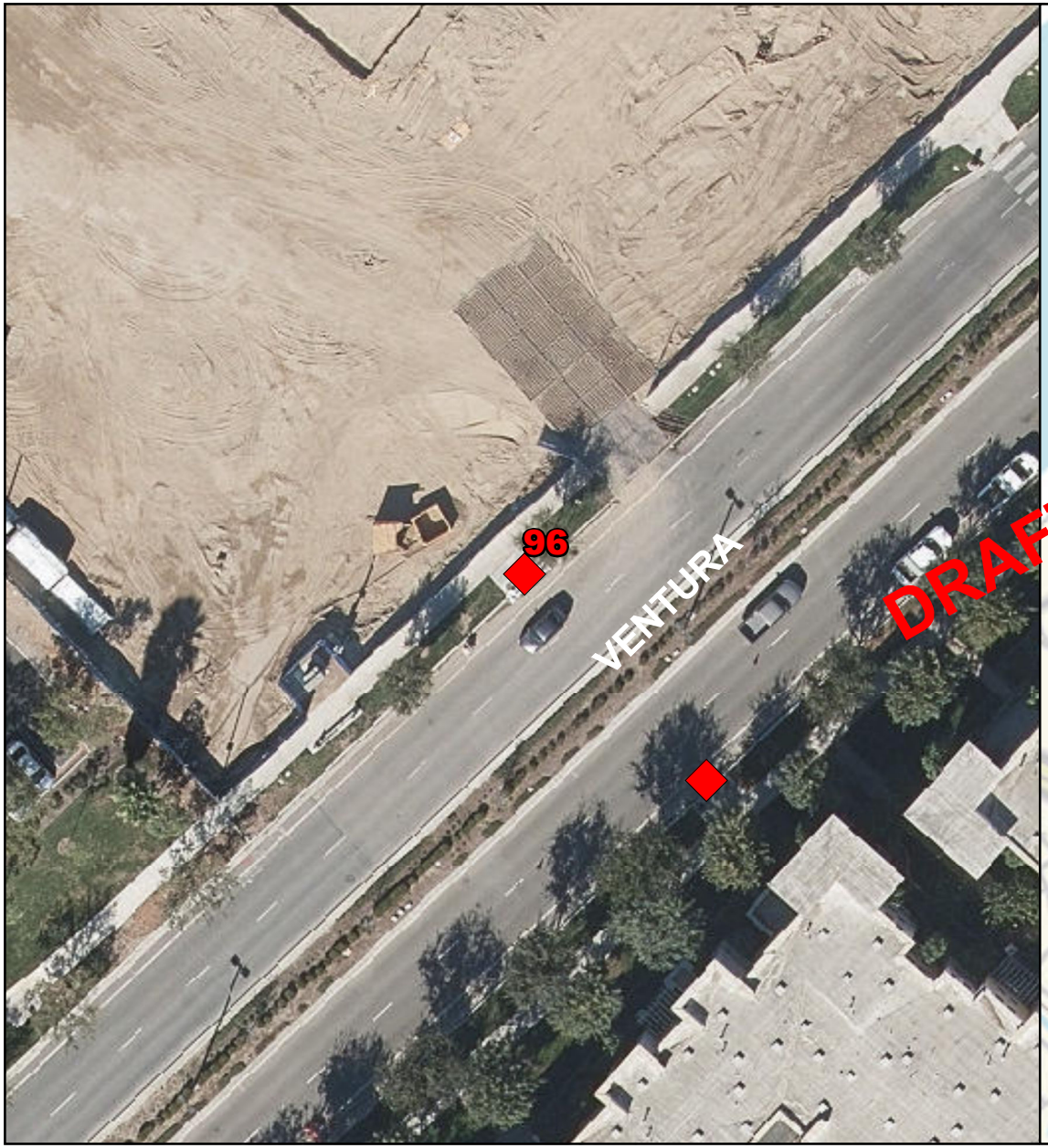
Legend

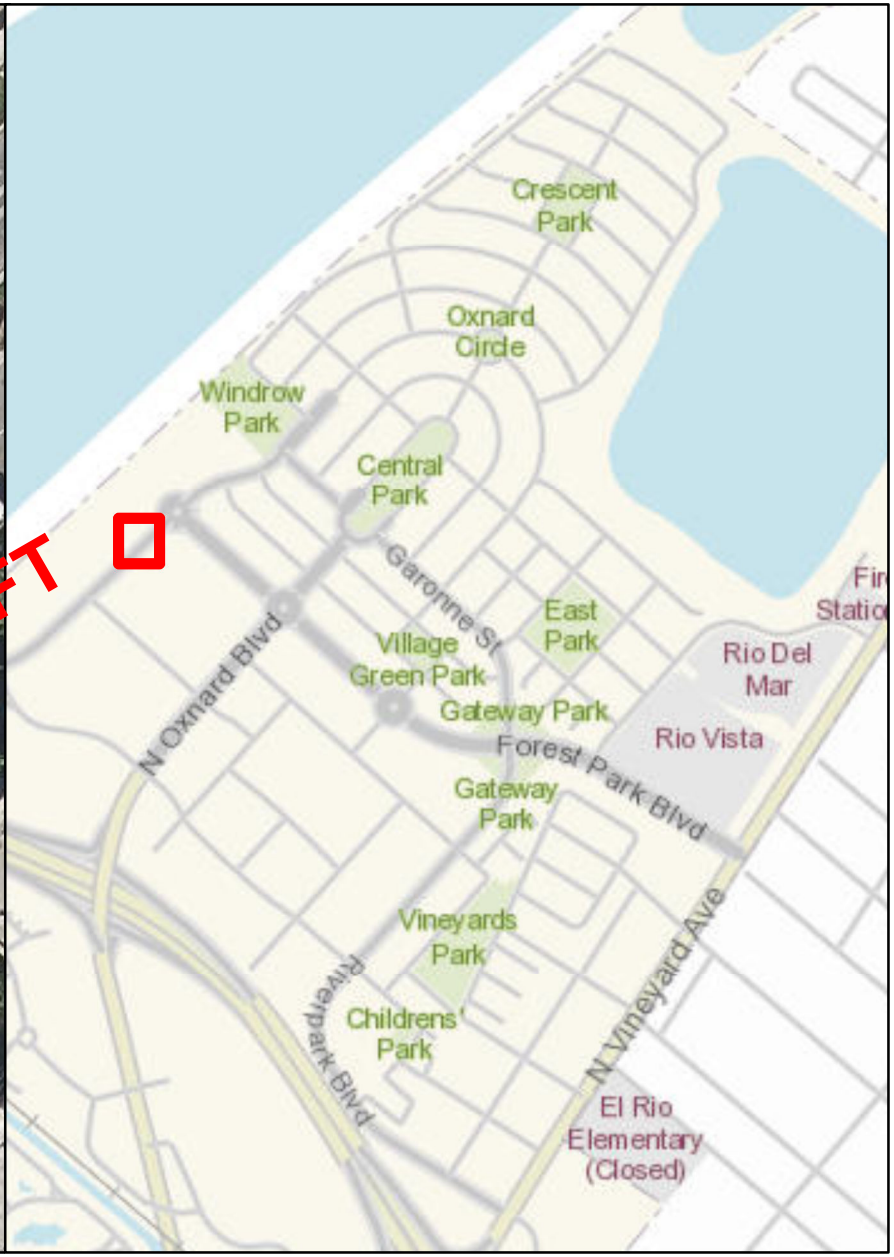
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 360

Filtration Unit No. 96





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

Legend

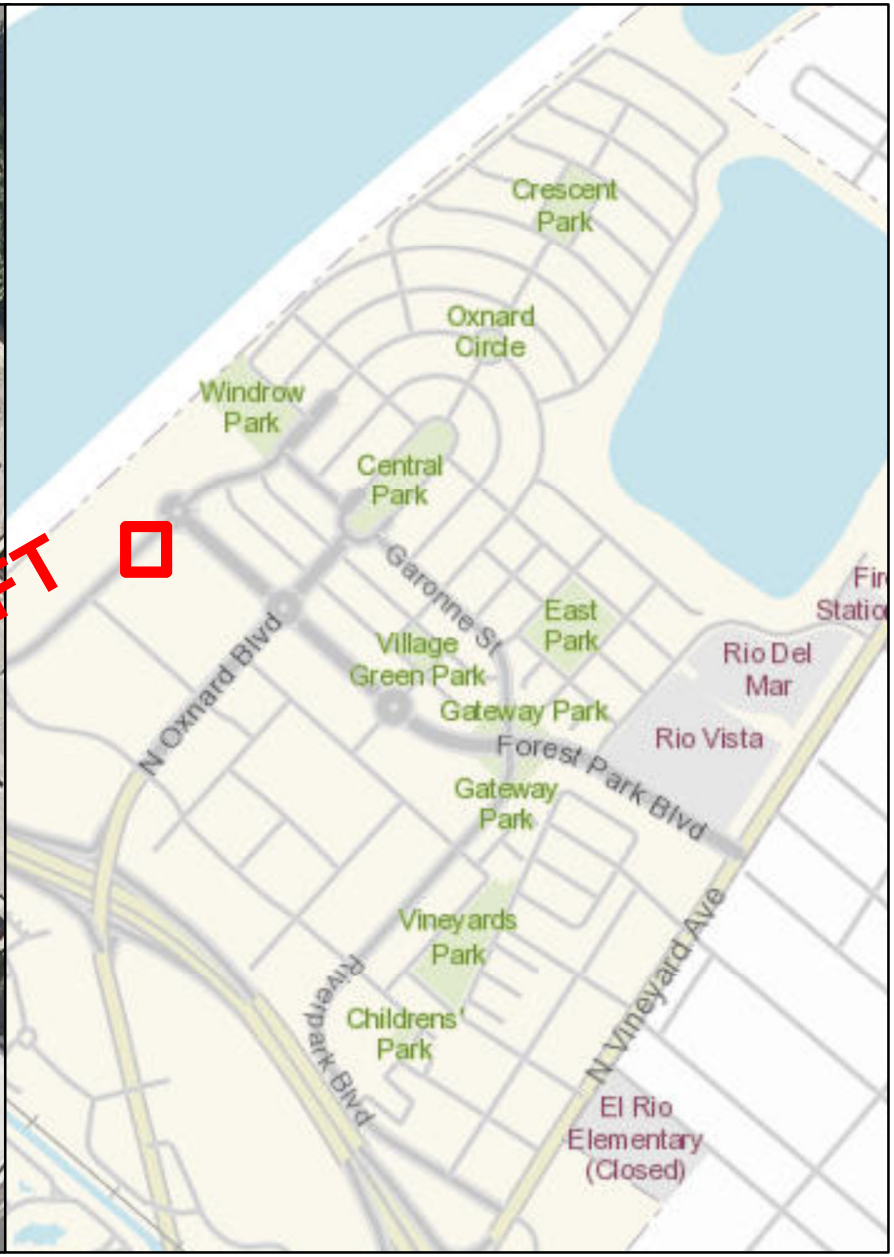
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 97





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 98





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 14

Legend

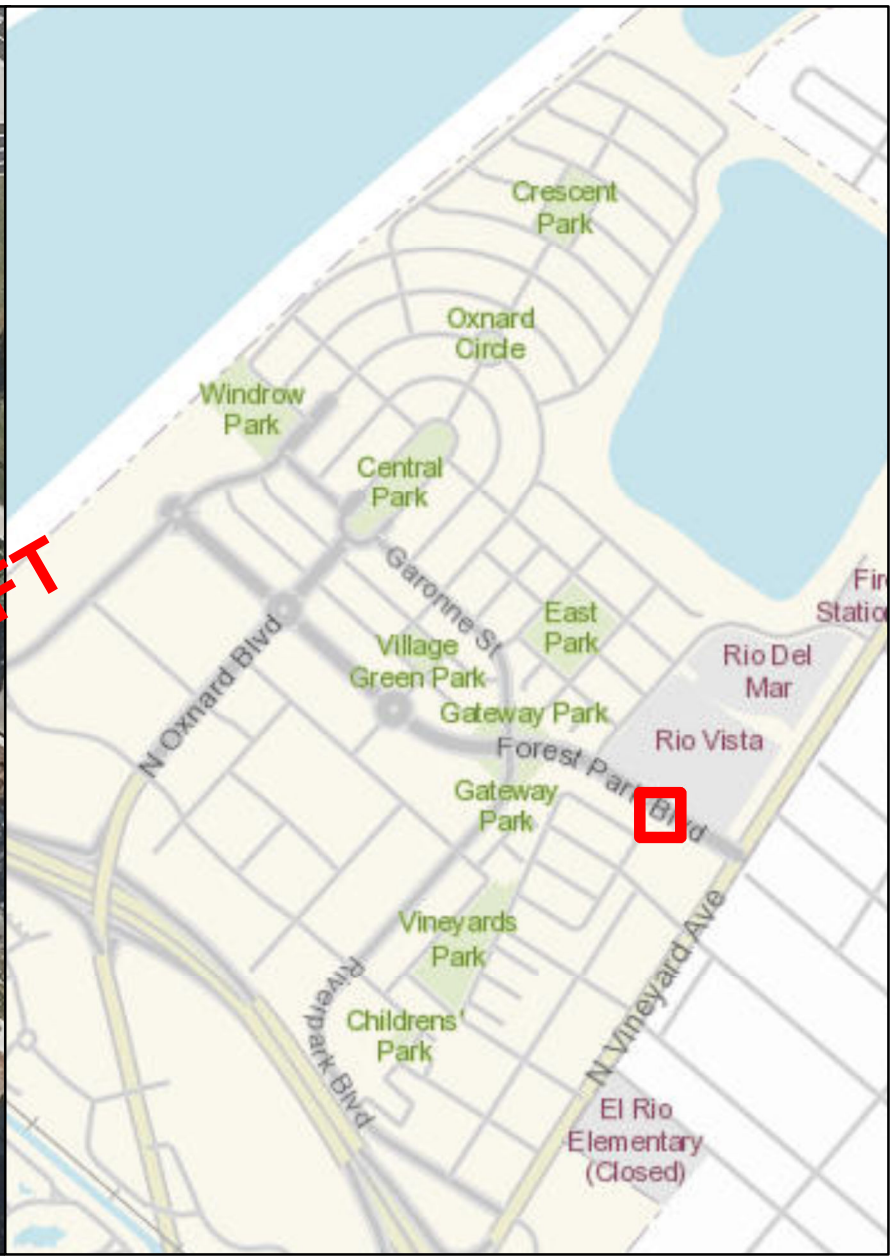
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 99





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 11

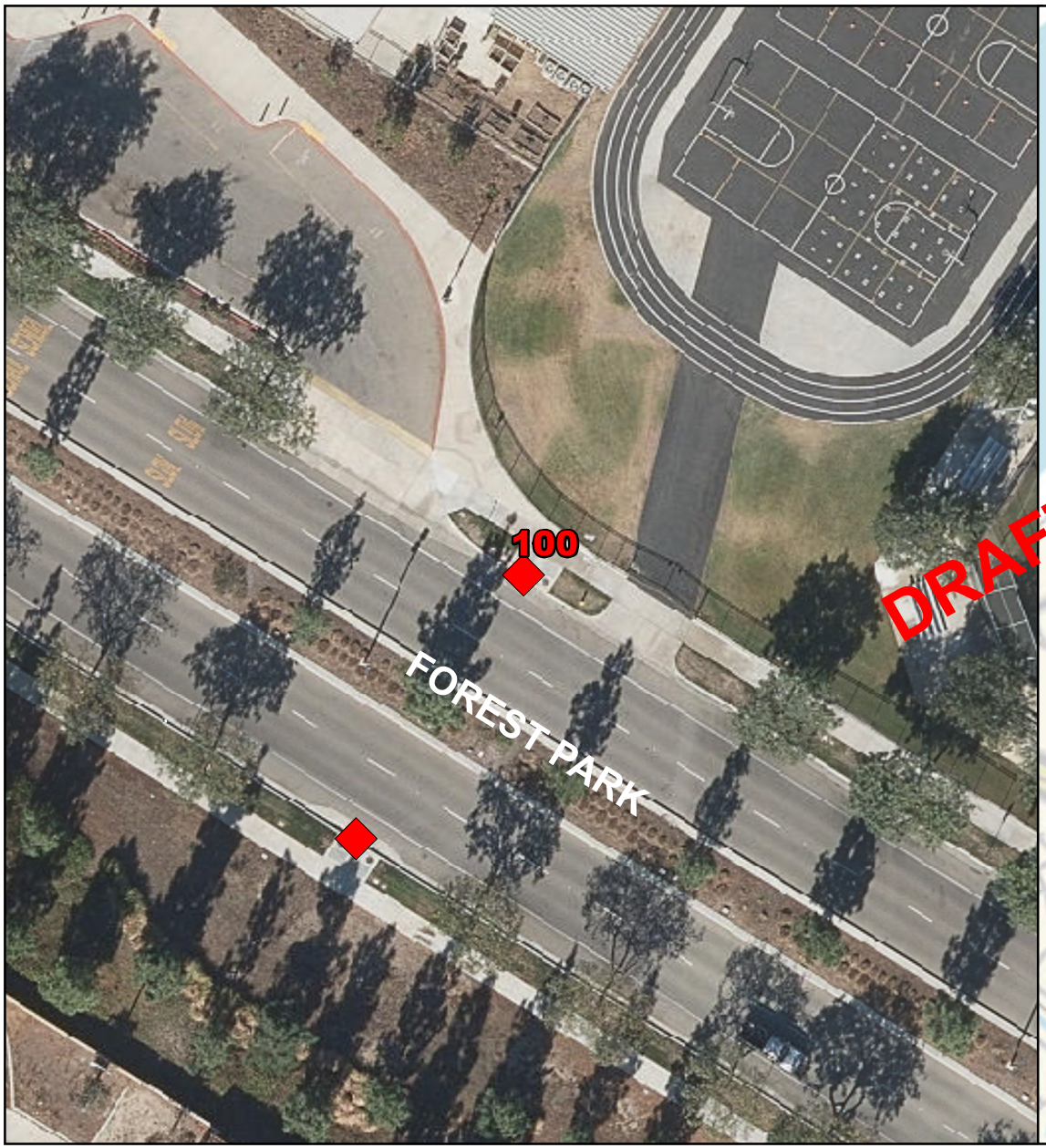
Legend

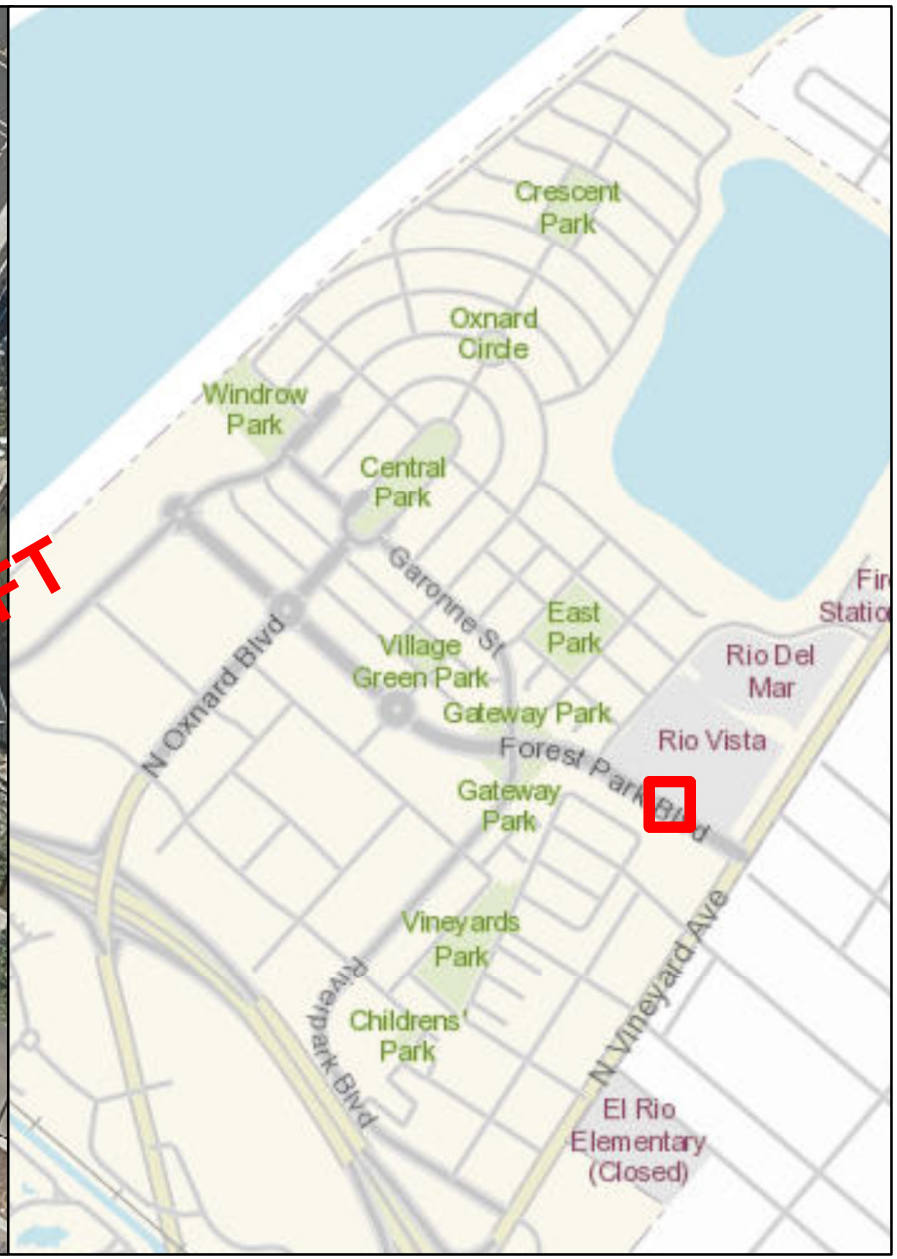
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 100





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

Legend

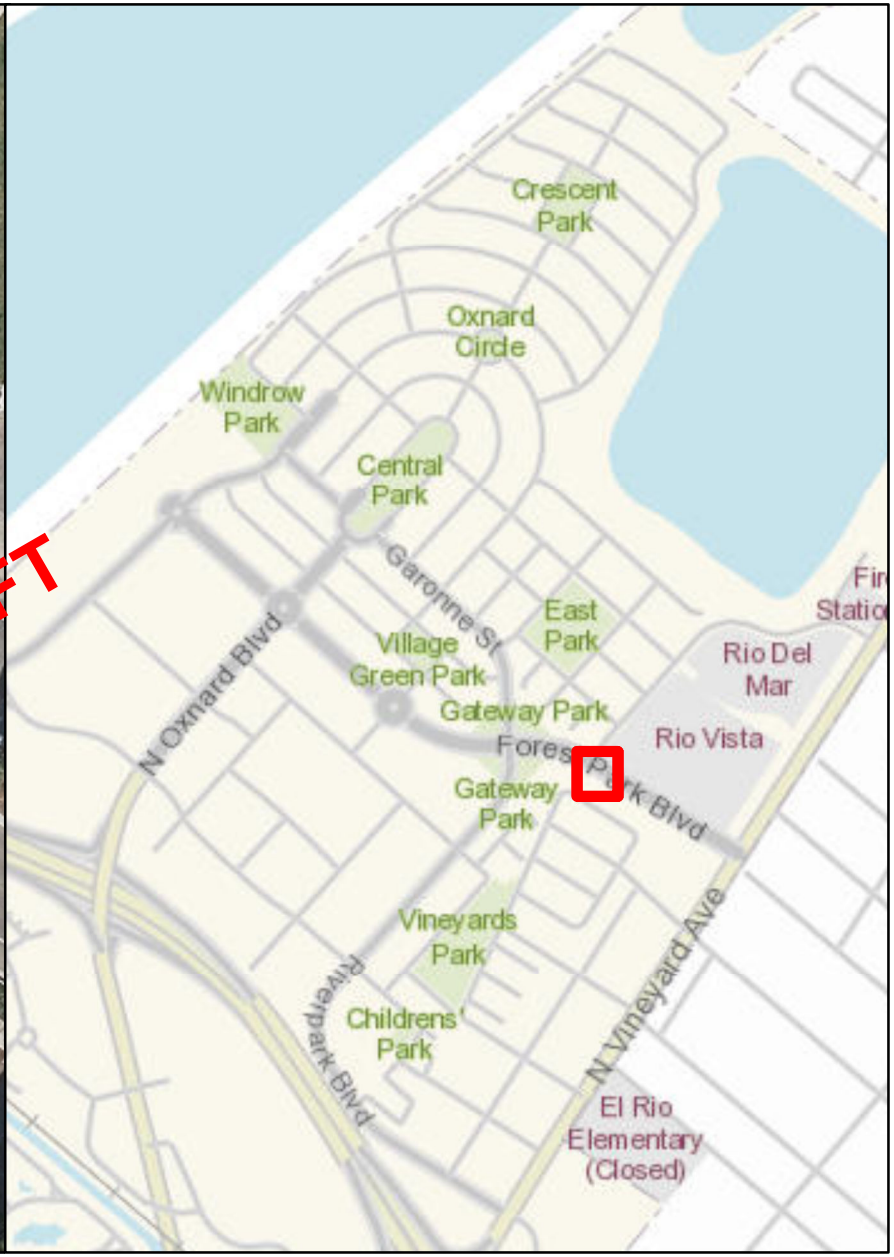
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 365

Filtration Unit No. 101





STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 16

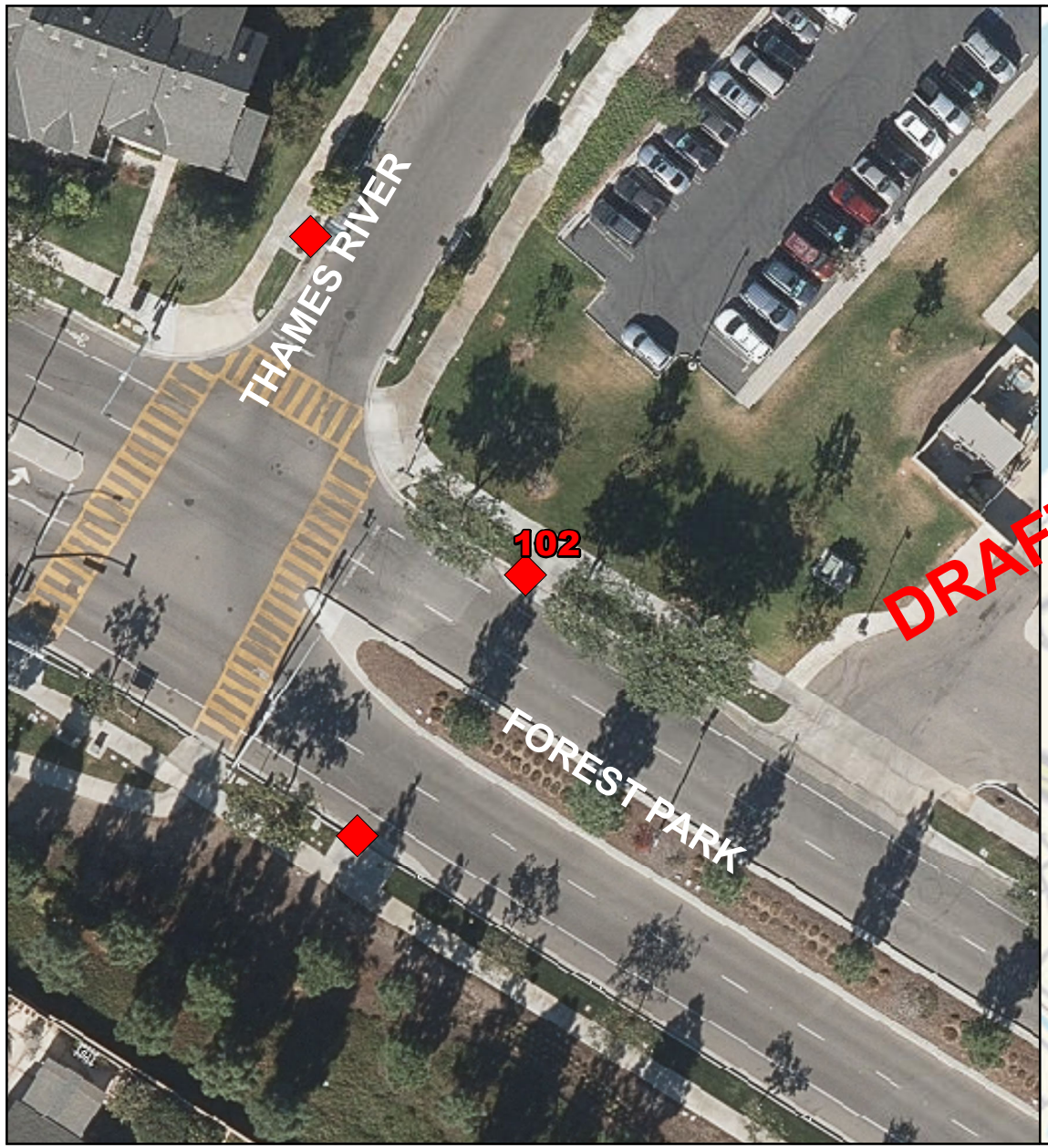
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 102





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

Legend

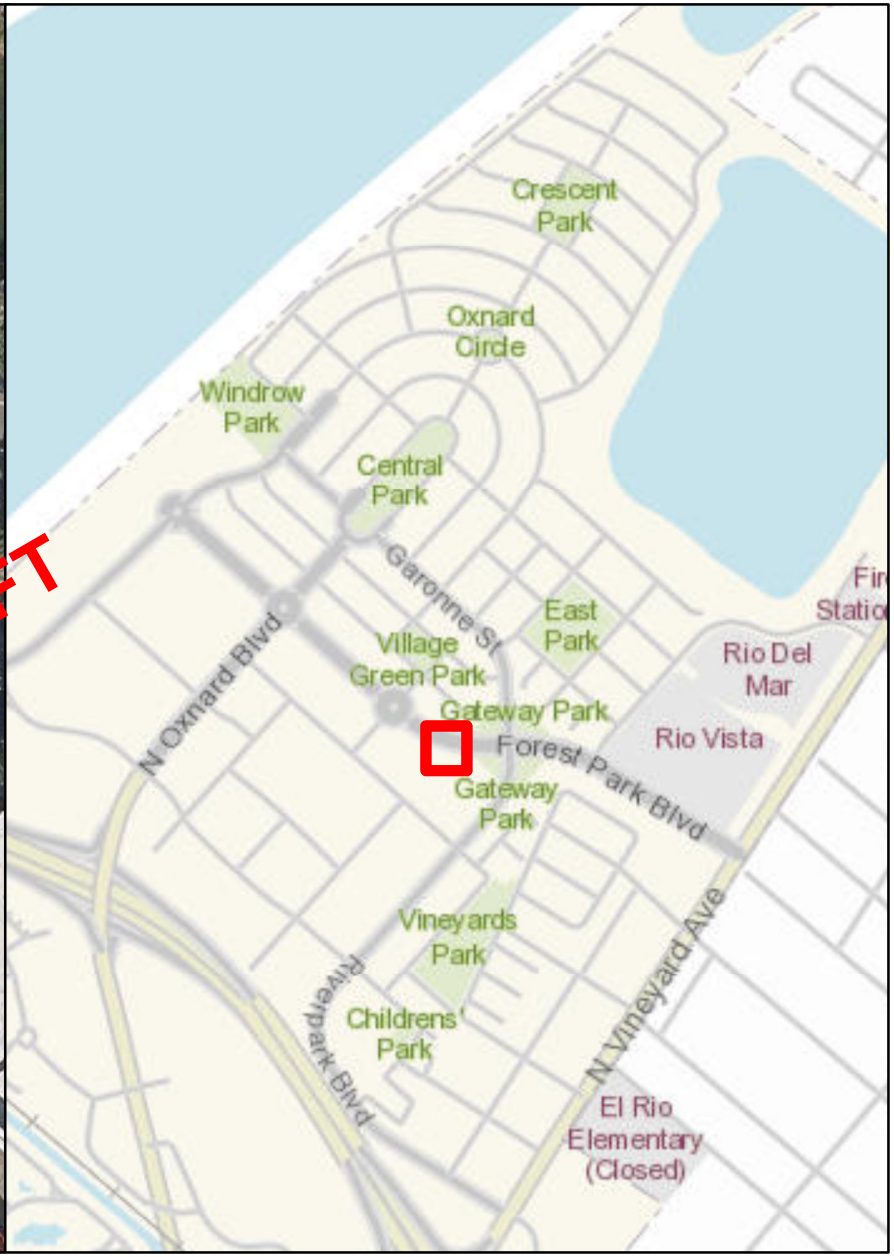
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 103





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 104





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

Legend

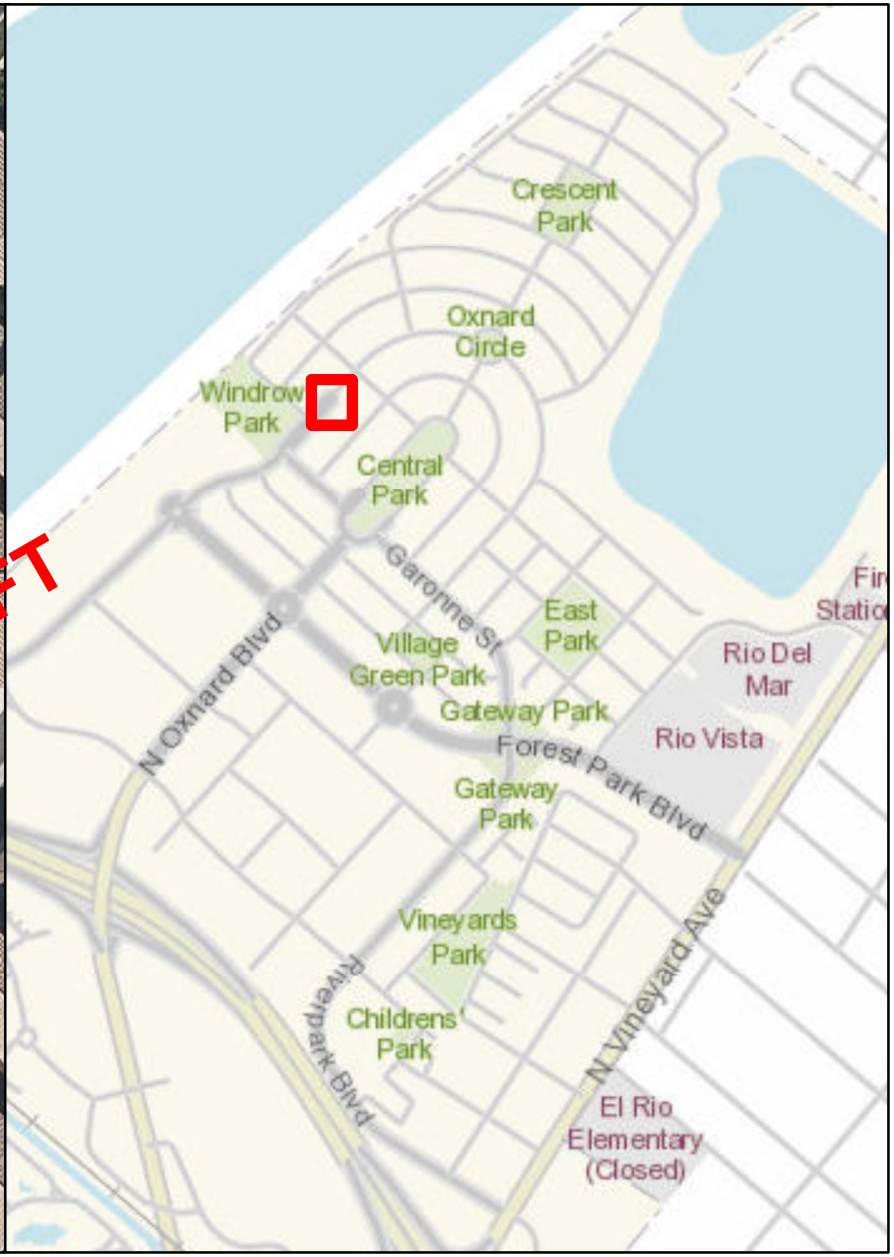
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 369

Filtration Unit No. 105





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 106





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 107





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

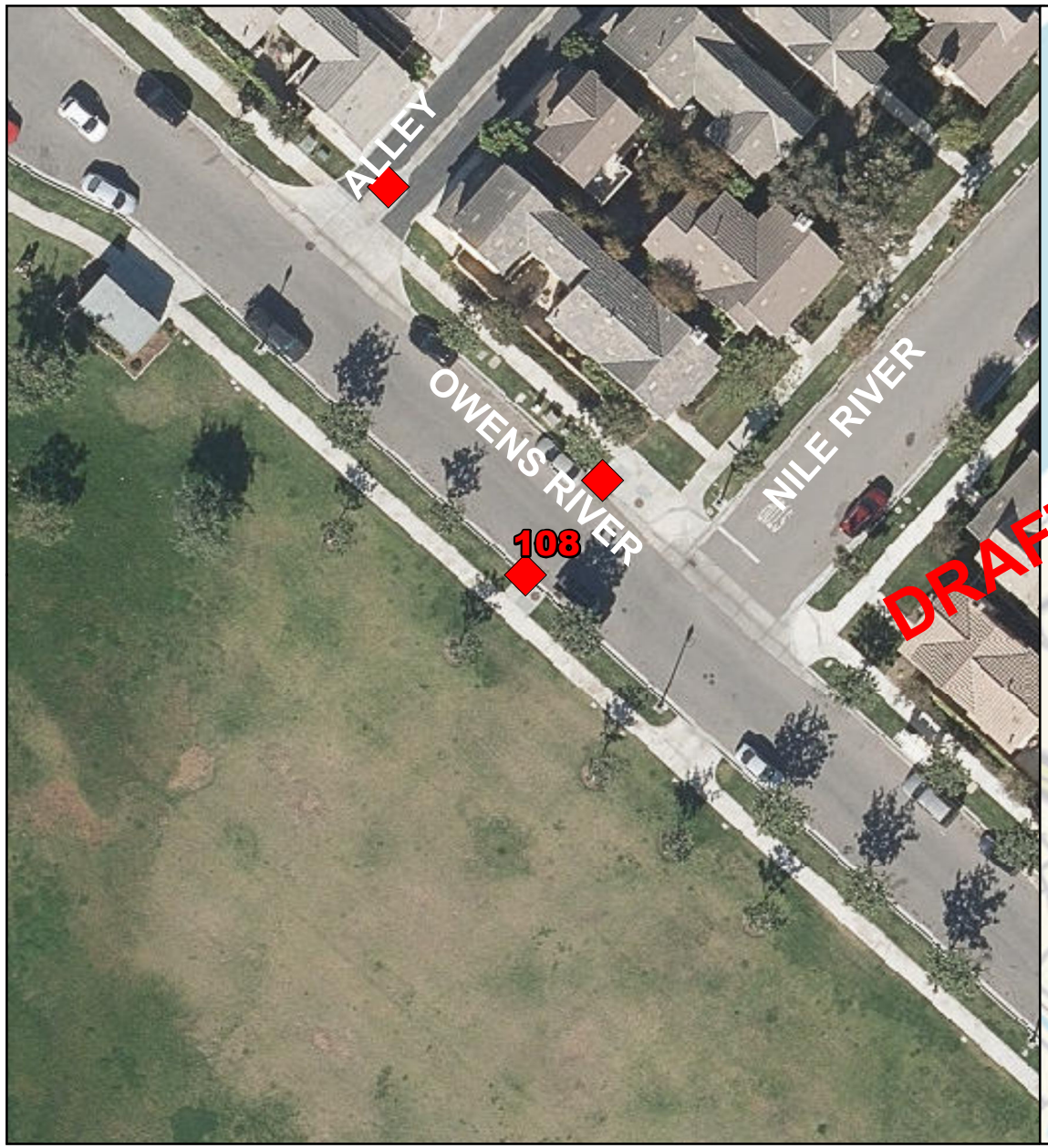
Legend

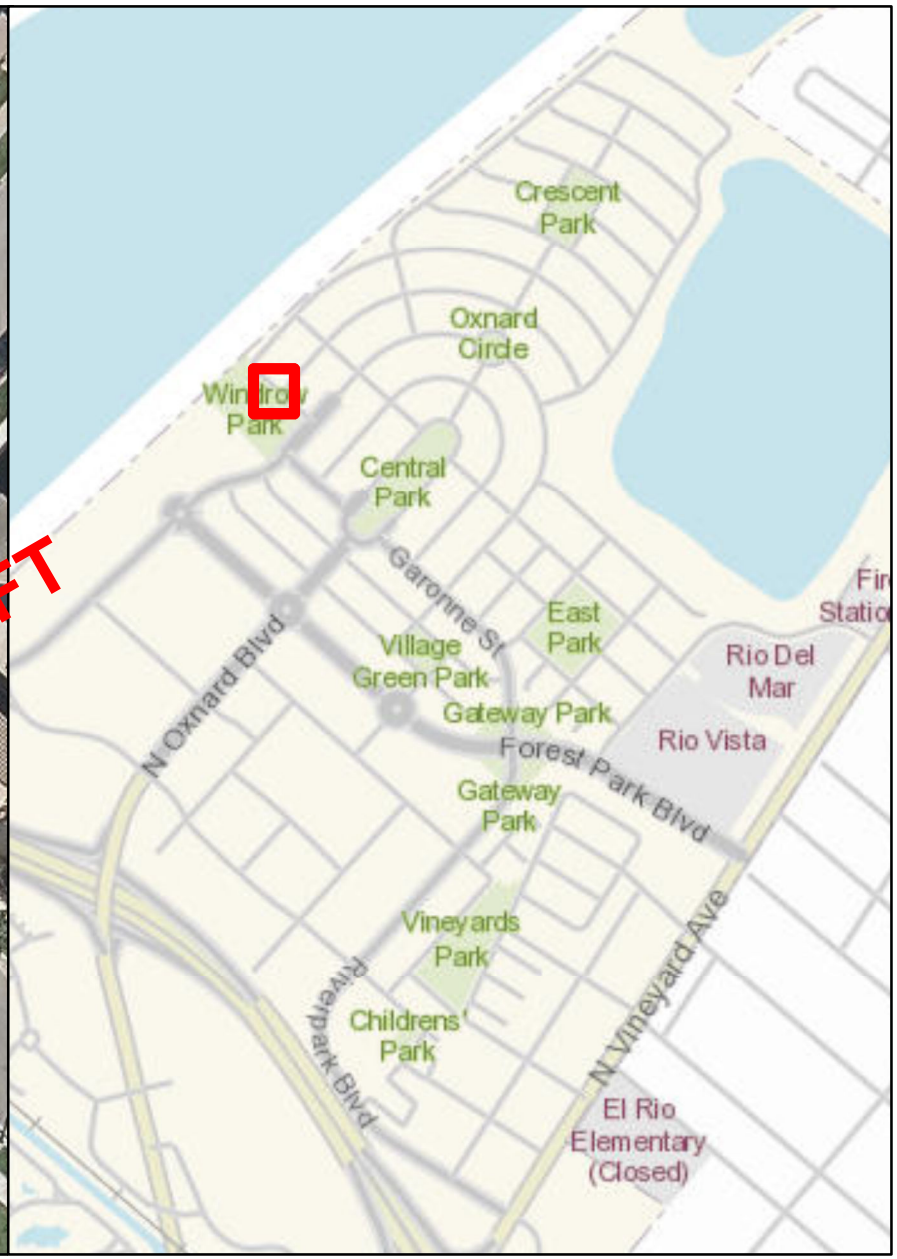
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 108





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

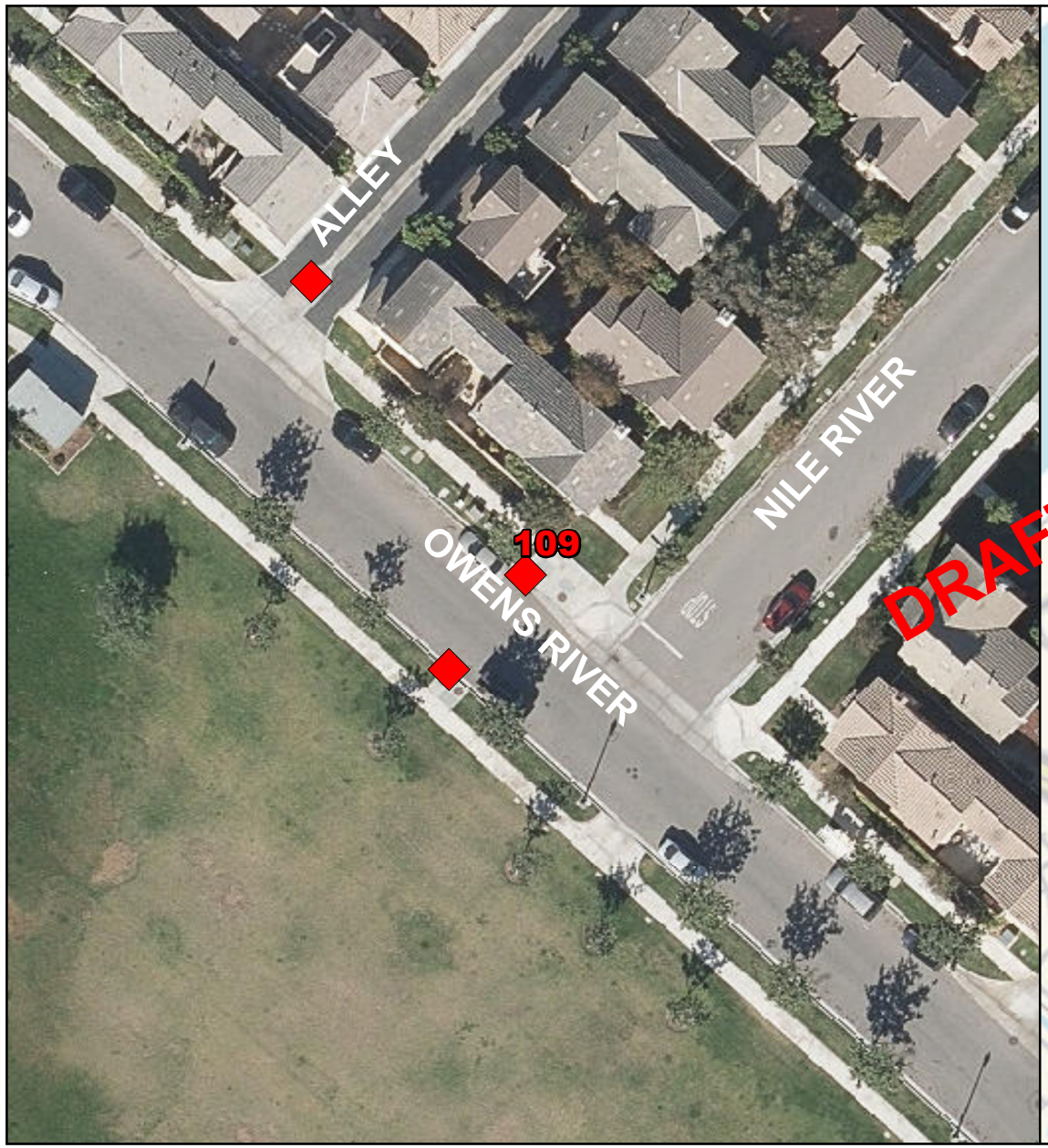
Legend

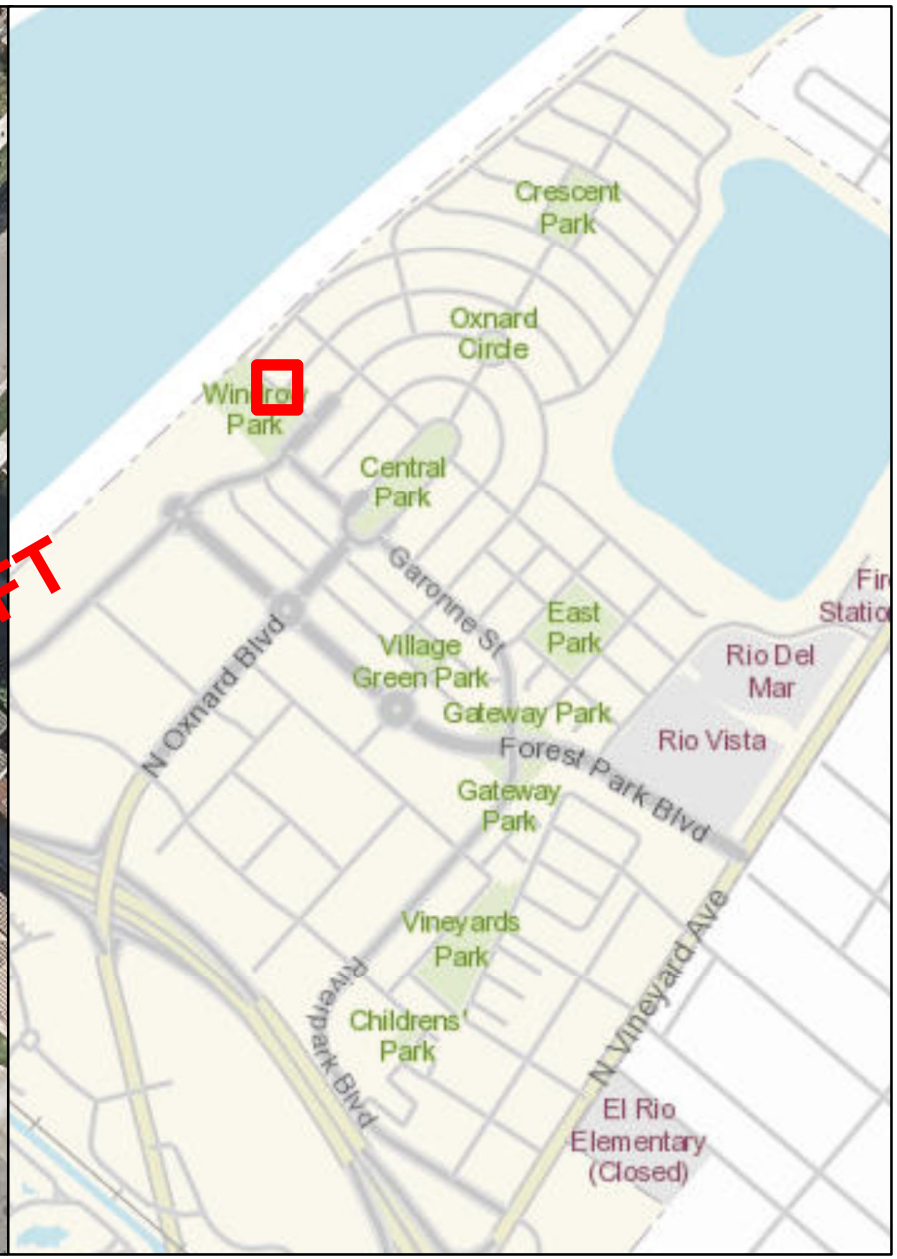
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 109





STORMFILTER CATCHBASIN - 6'X15'

Number of Cartridges is 15

Legend

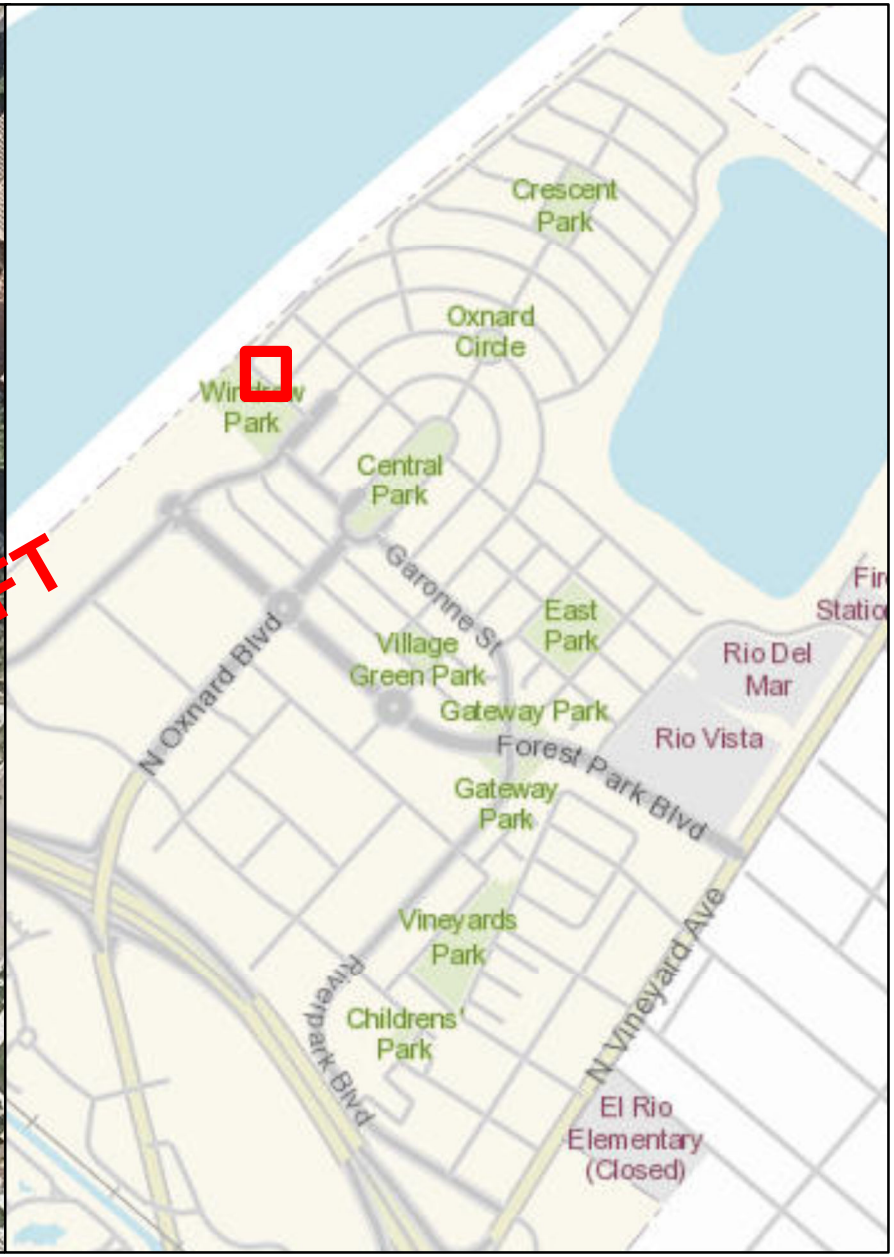
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 110





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

Legend

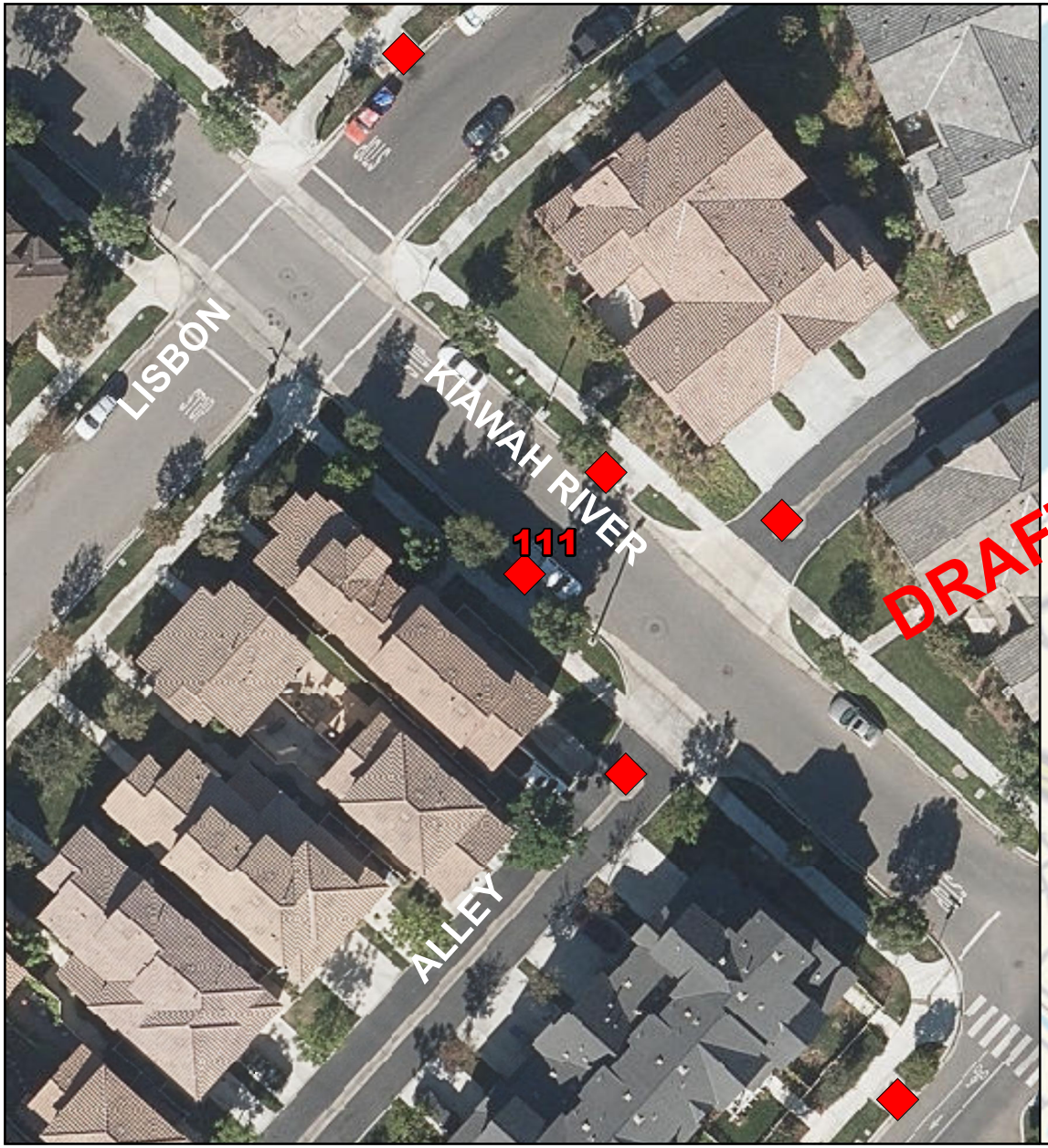
Filtration Unit

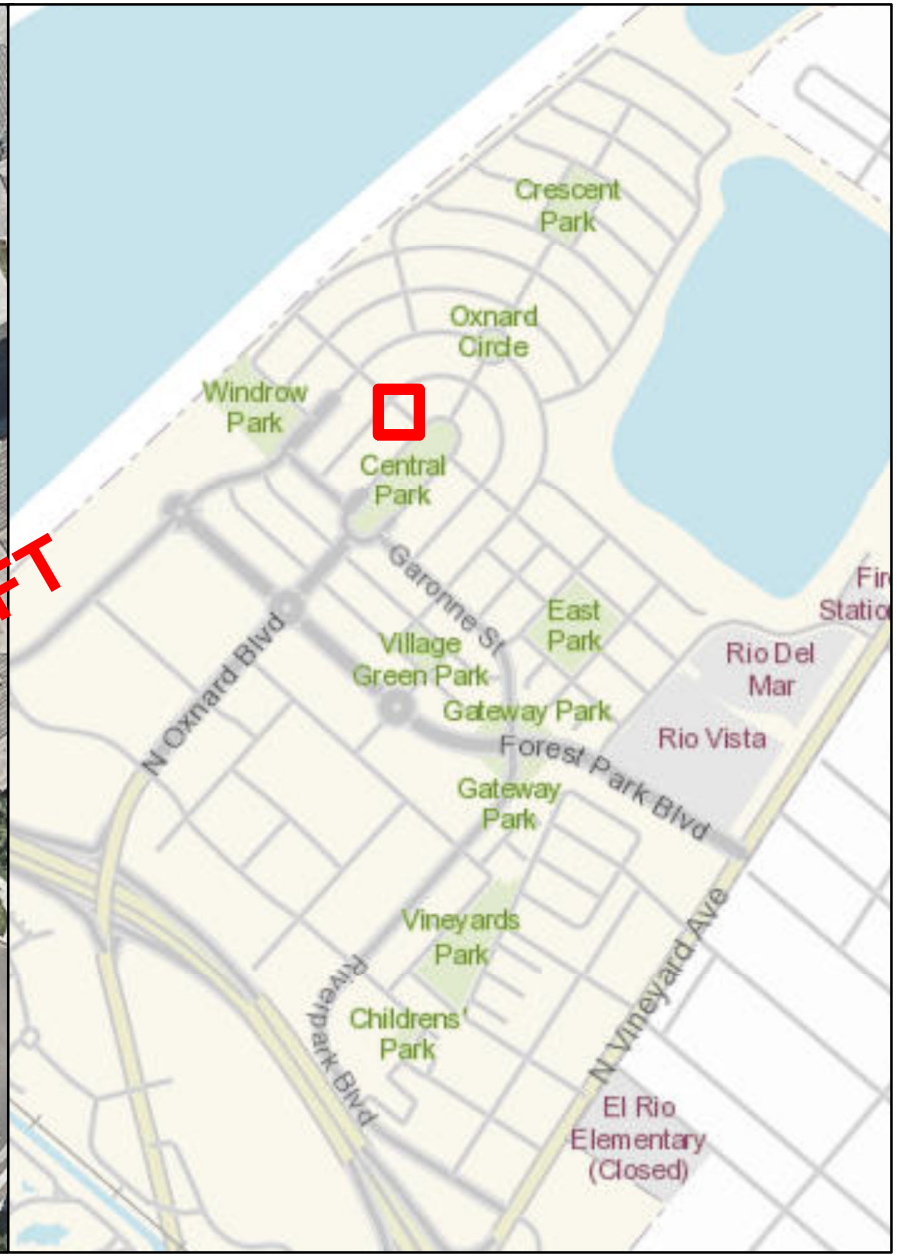
0 15 30 60 90 120 Feet

N W E S

375

Filtration Unit No. 111





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

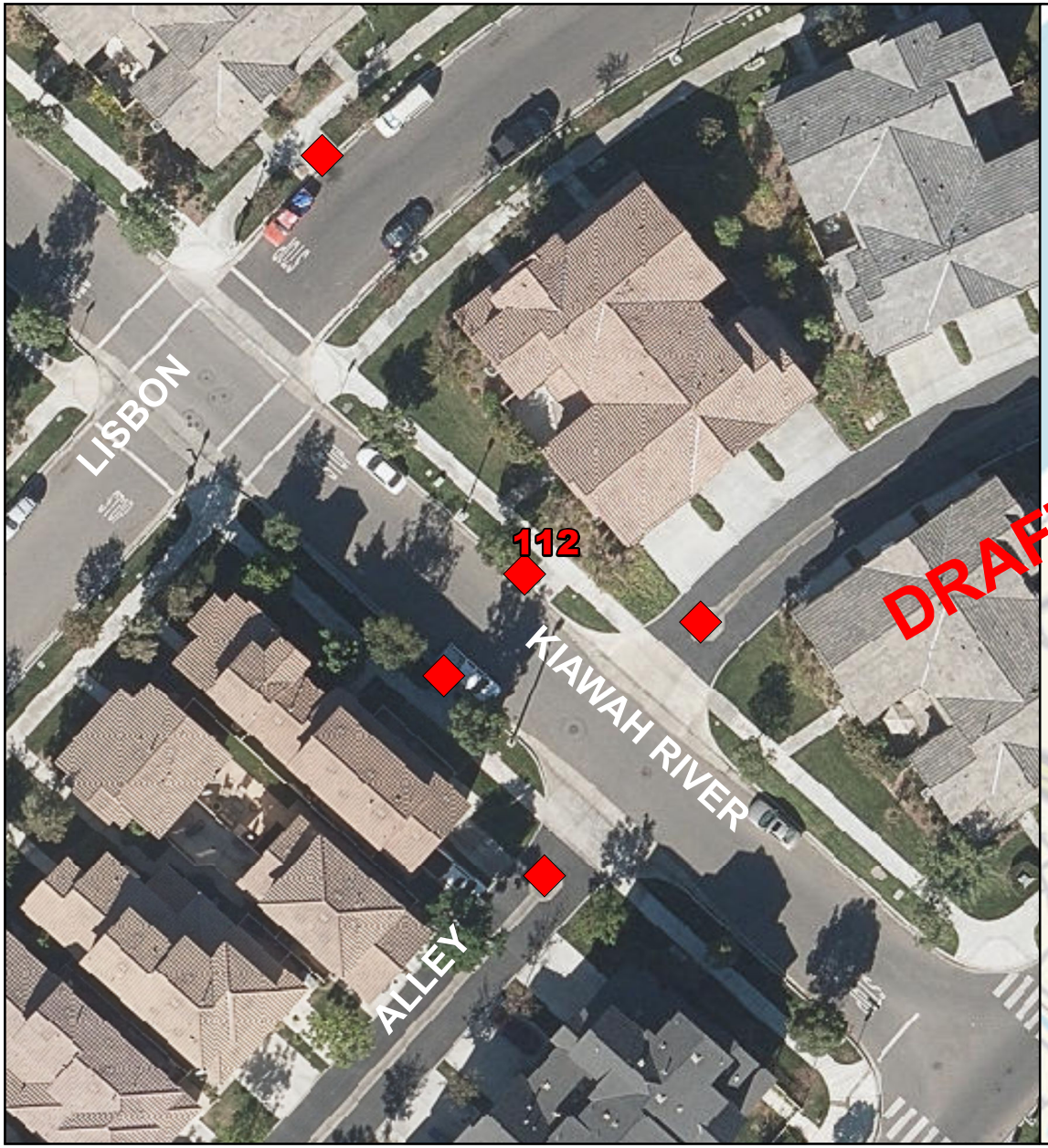
Legend

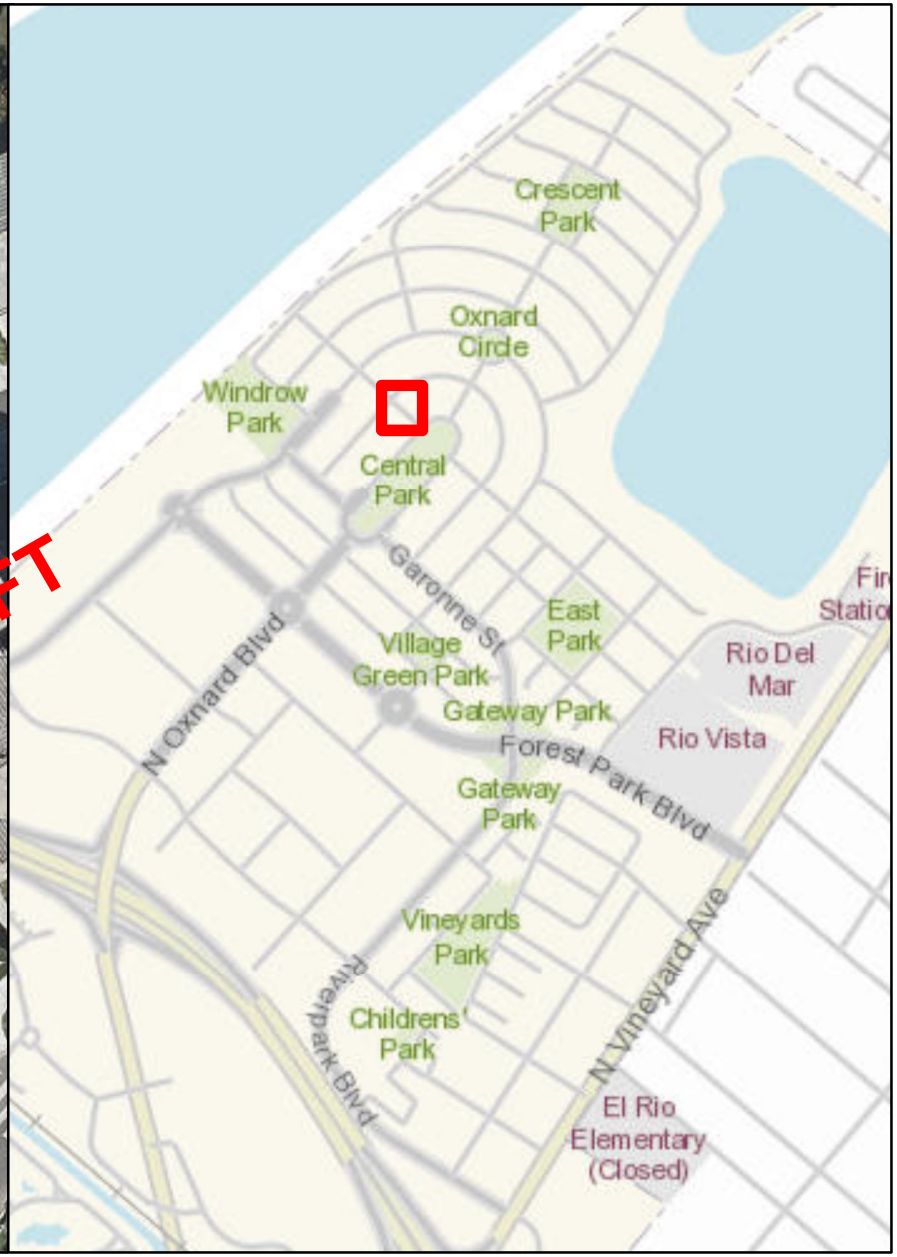
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 112





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

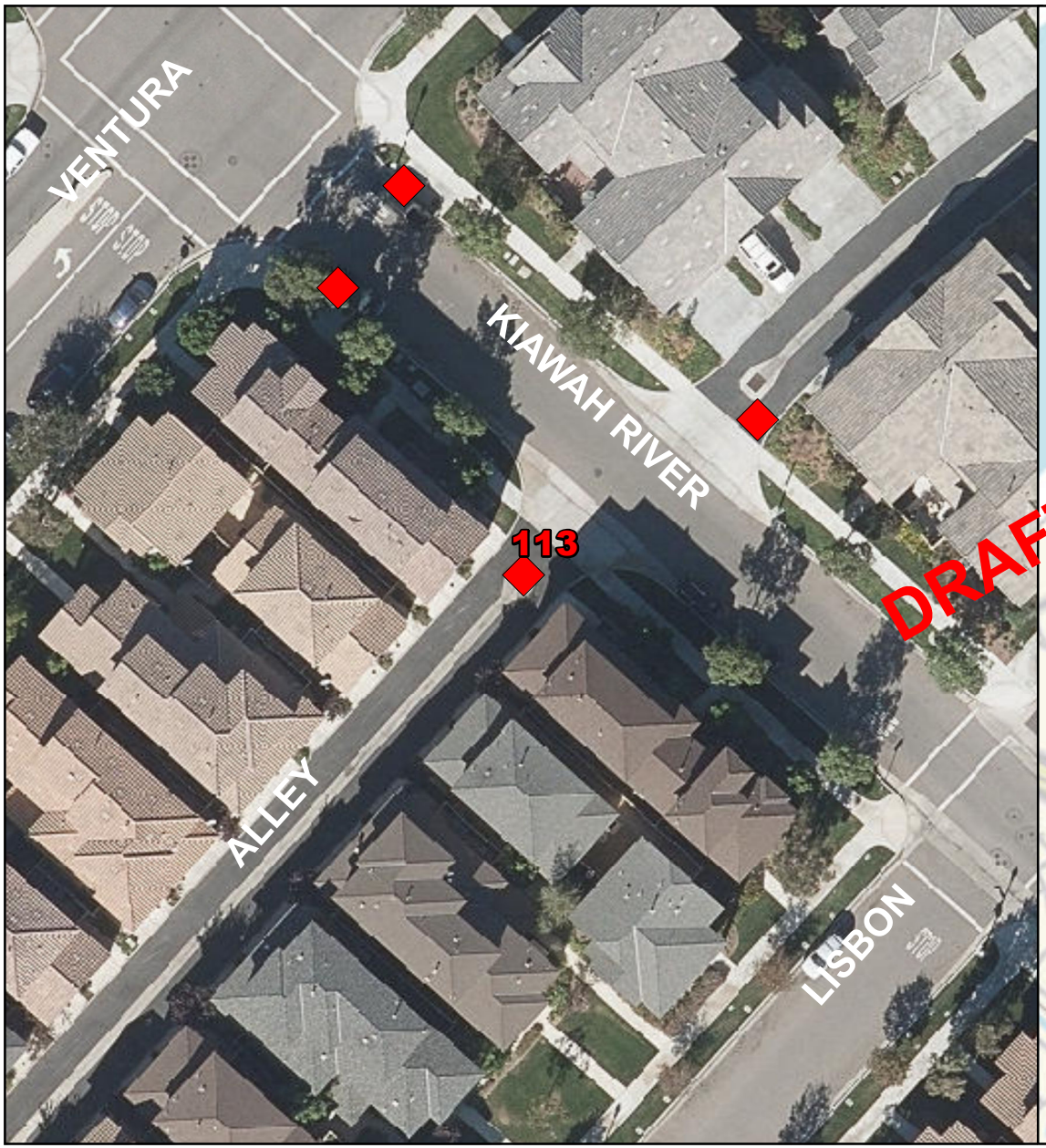
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 113





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 4

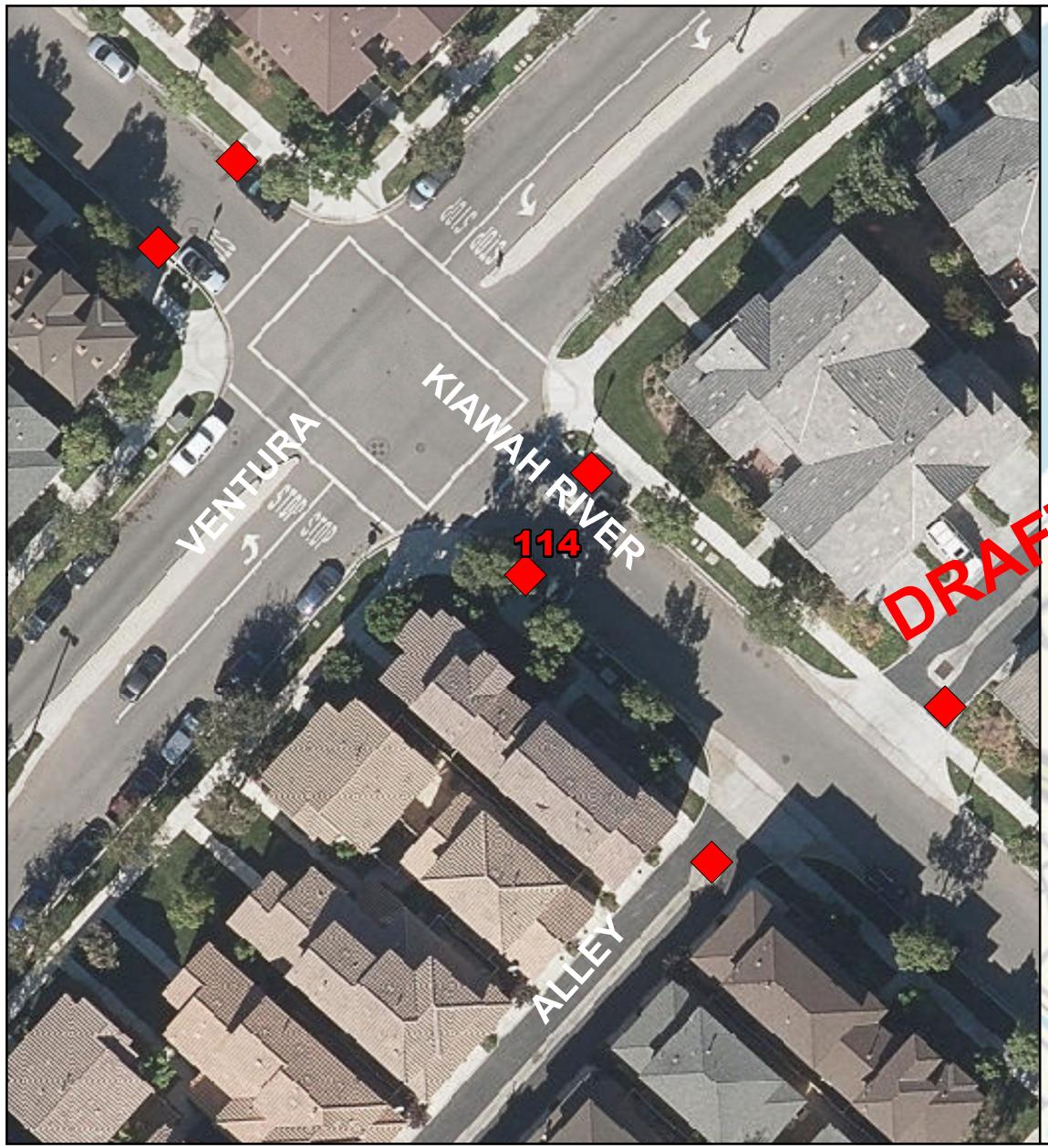
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 114





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

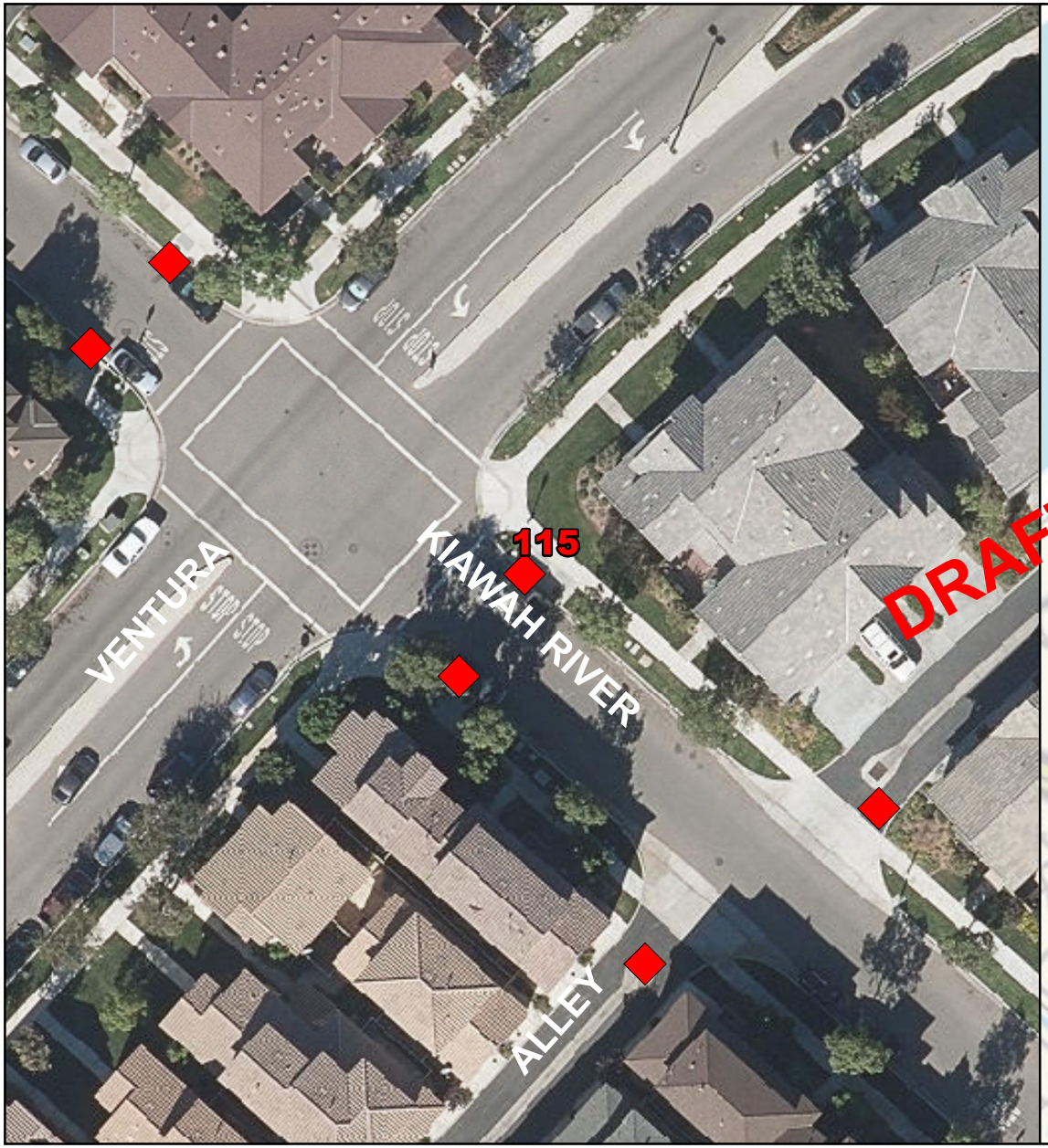
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 115





STORMFILTER CATCHBASIN - 6'X15'

Number of Cartridges is 14

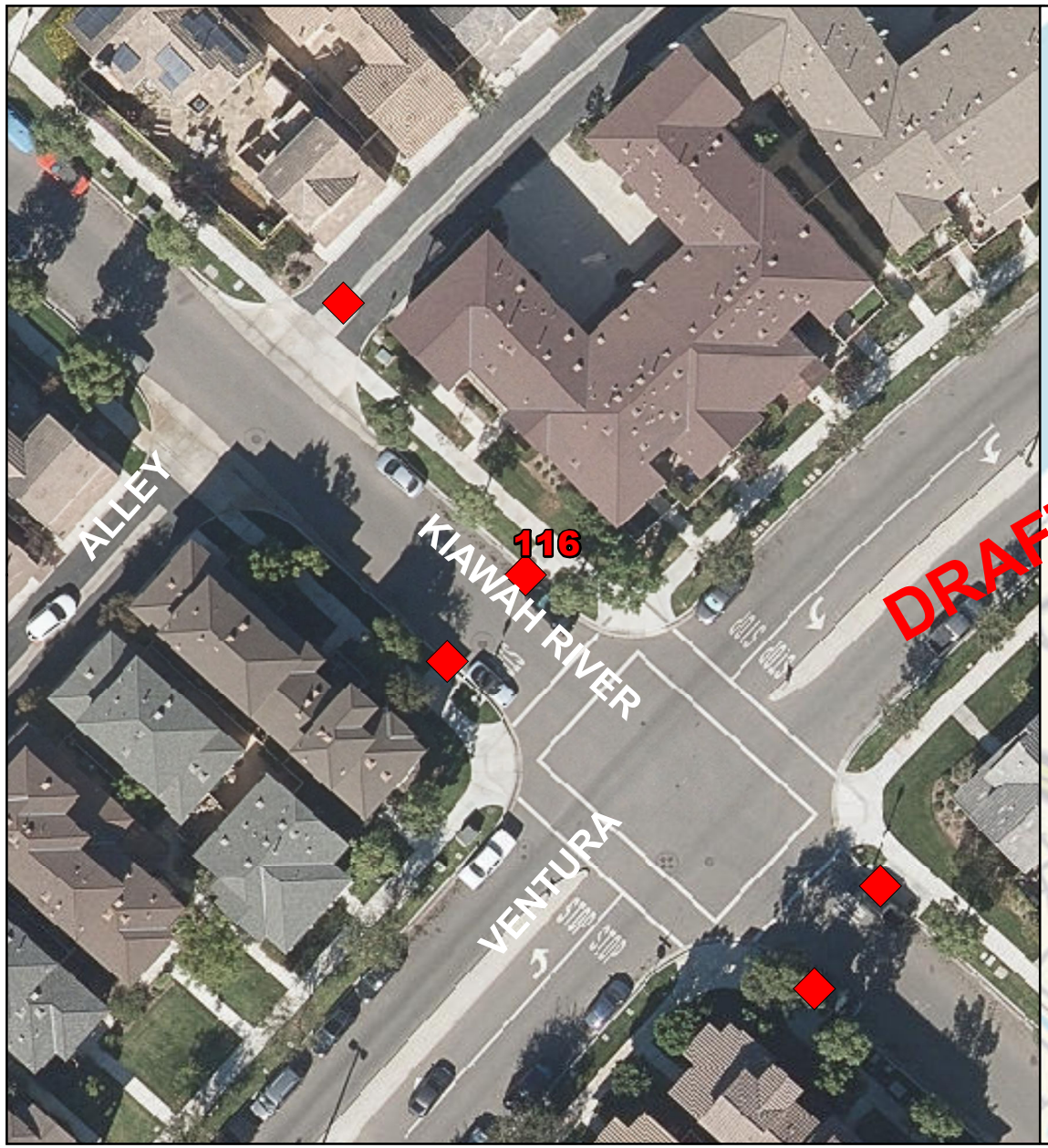
Legend

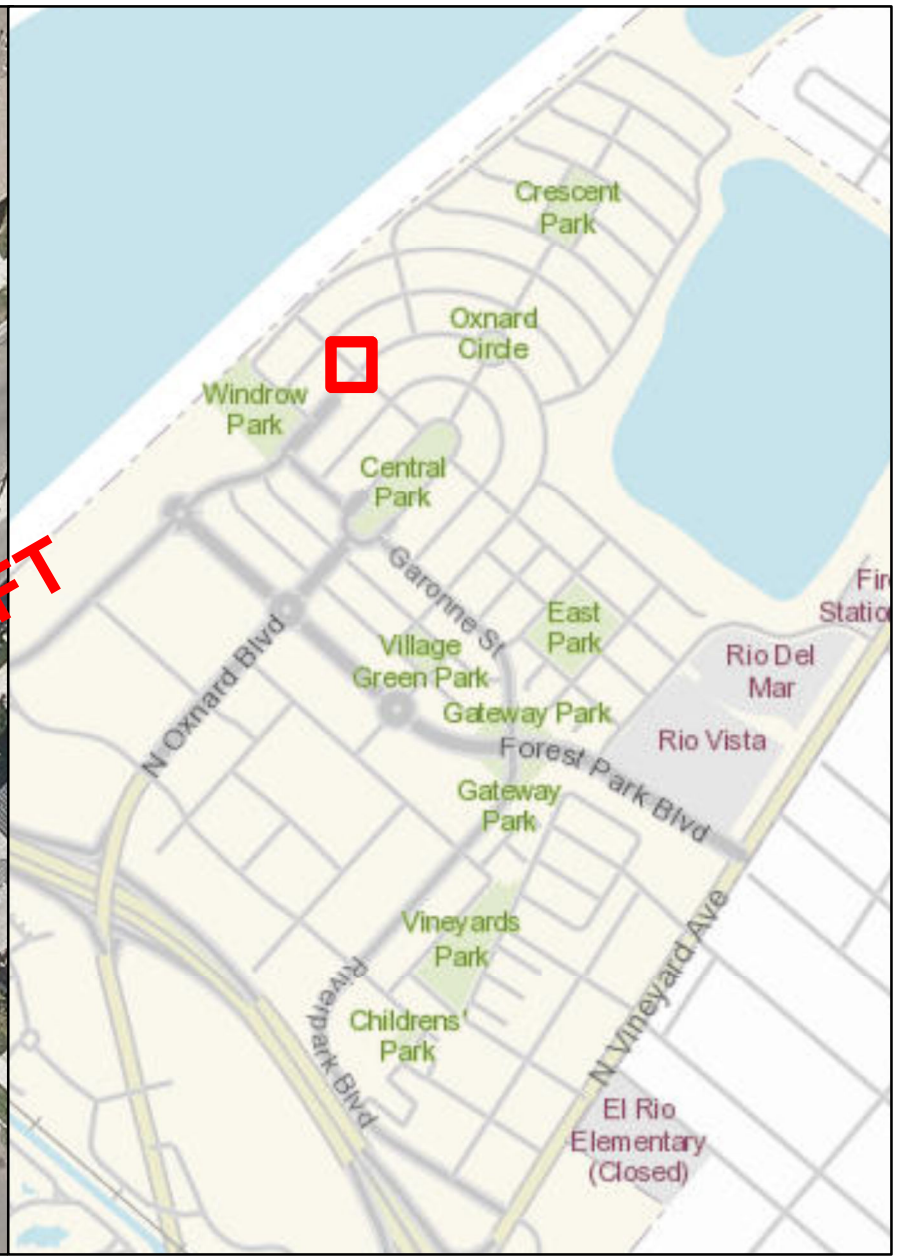
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 116





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

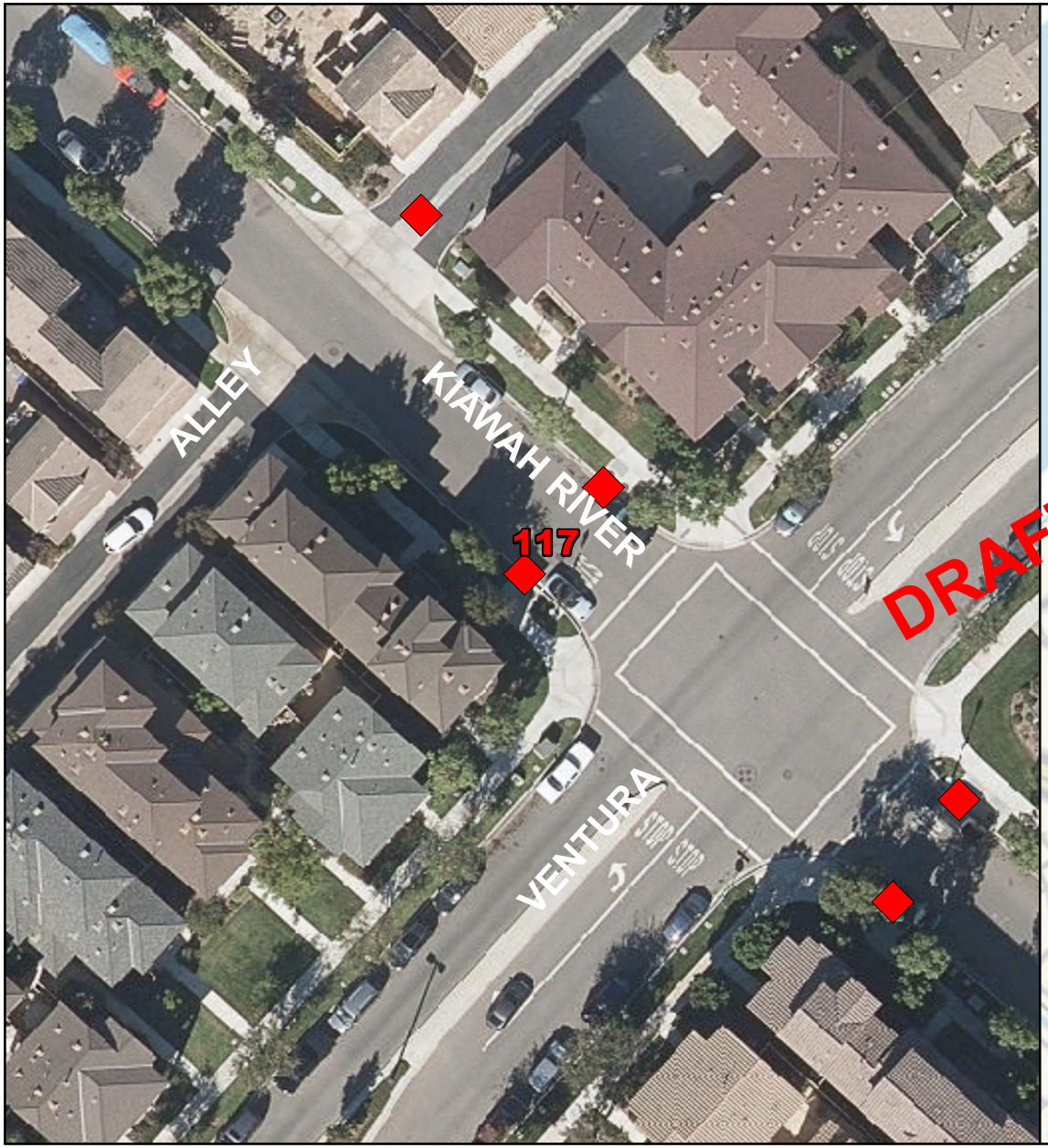
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 117





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 118





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 4

Legend

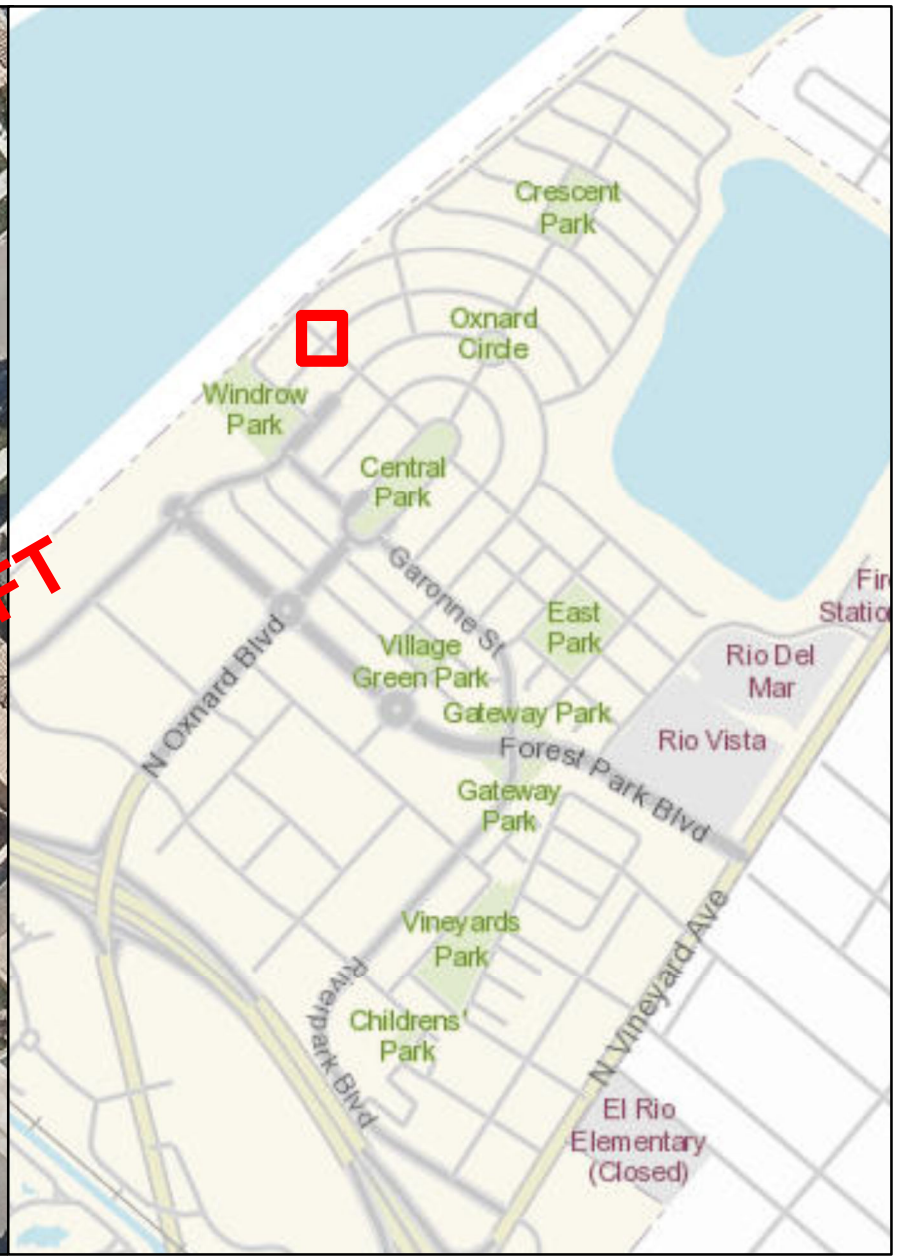
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 119





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 11

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 120





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 6

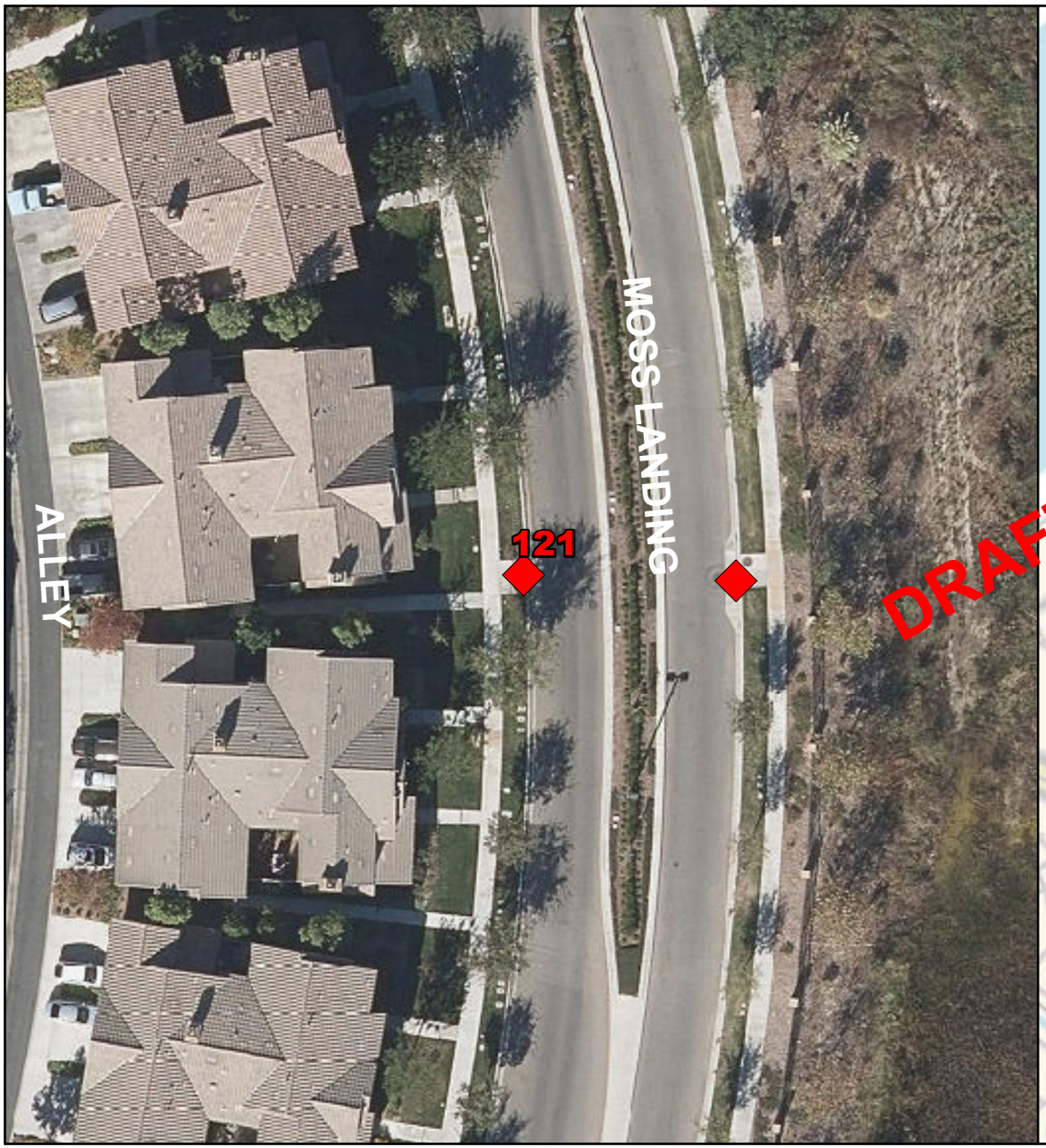
Legend

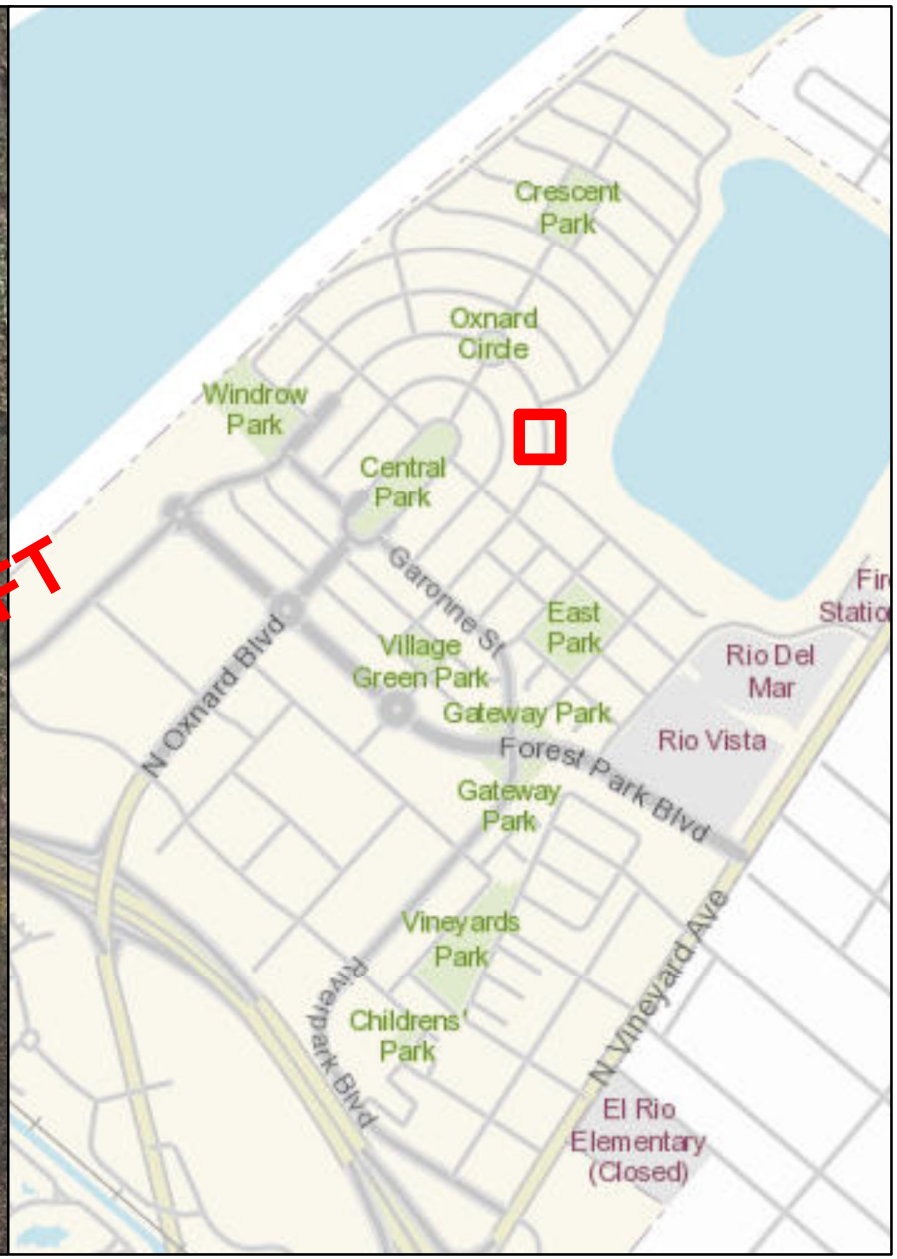
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 121





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

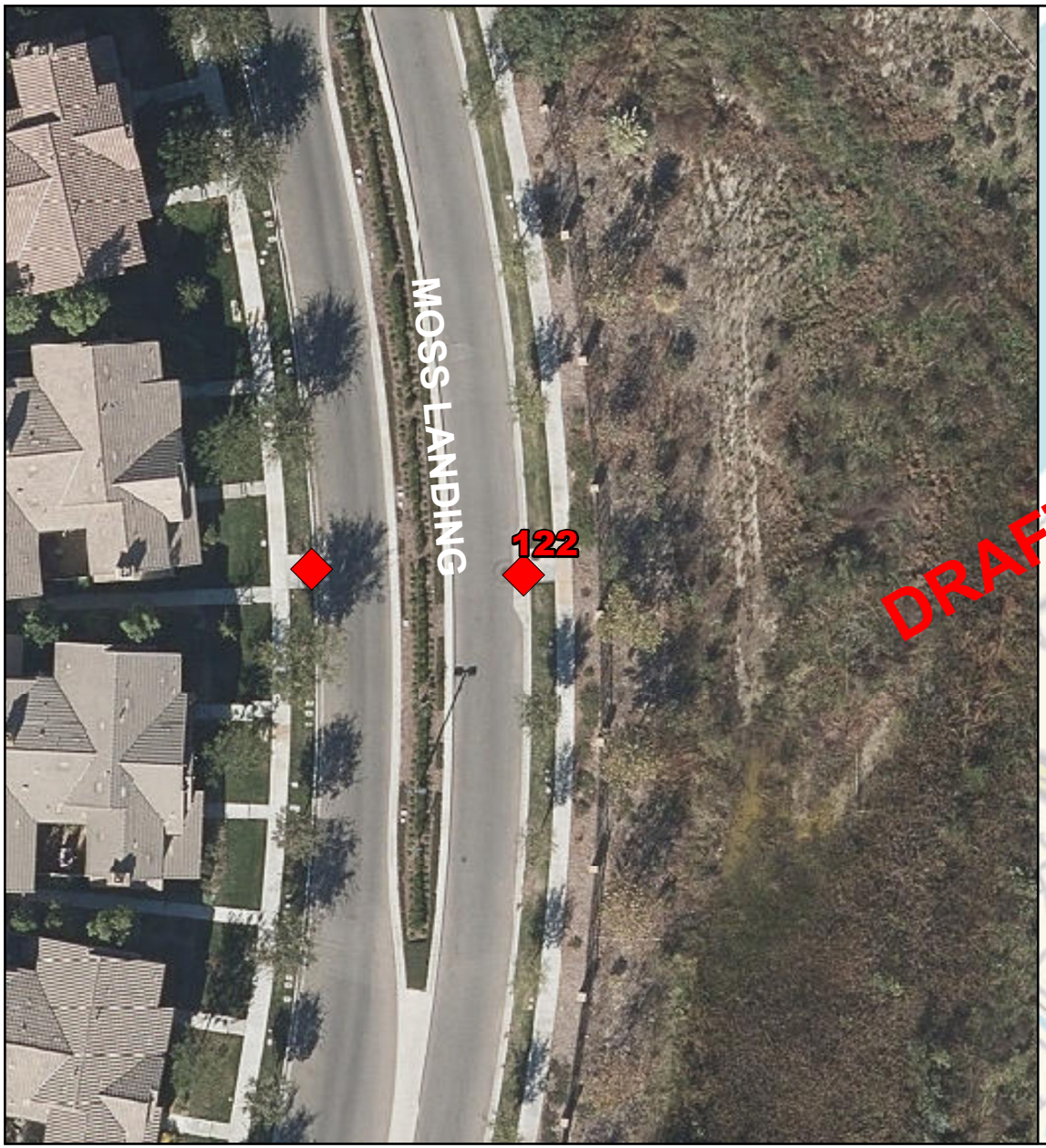
Legend

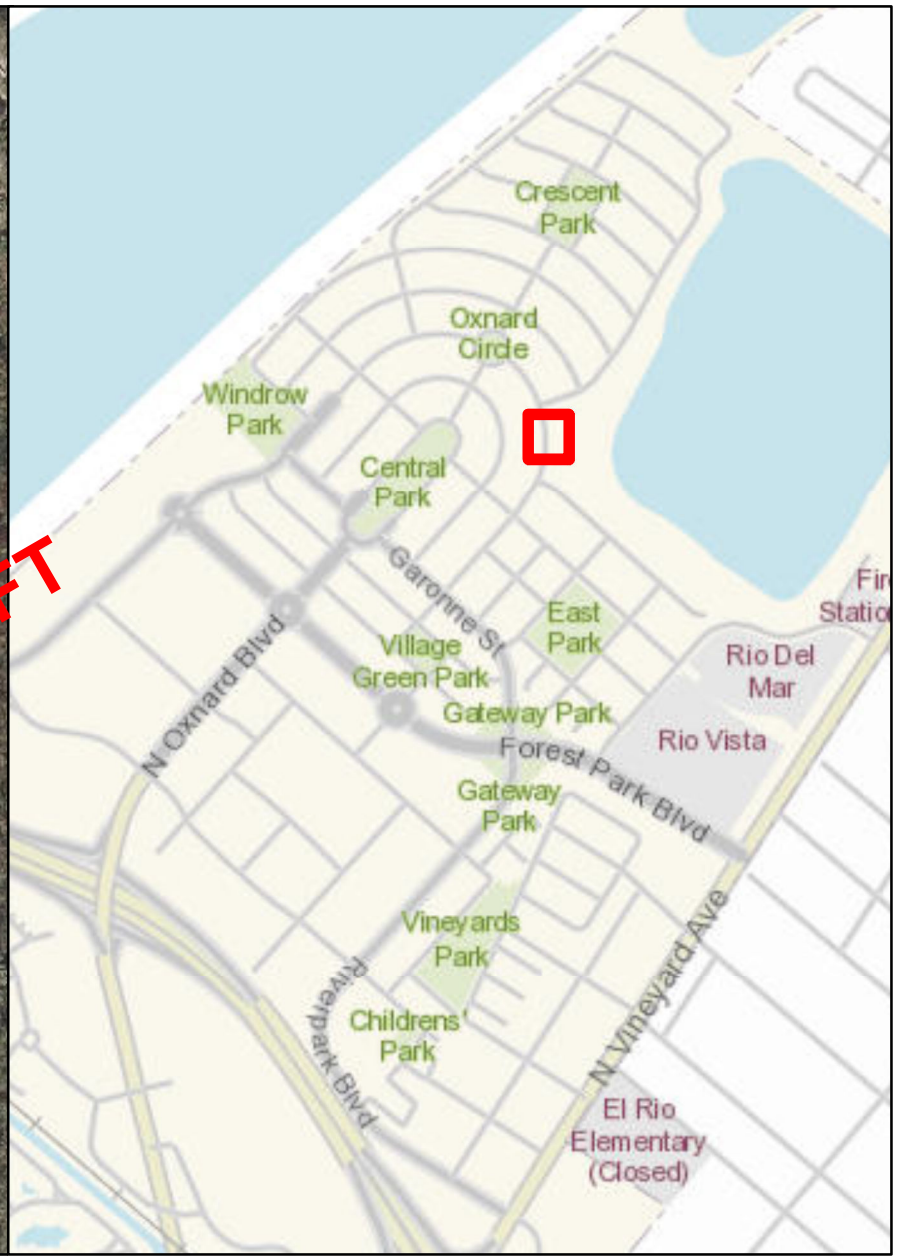
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 122





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

Legend

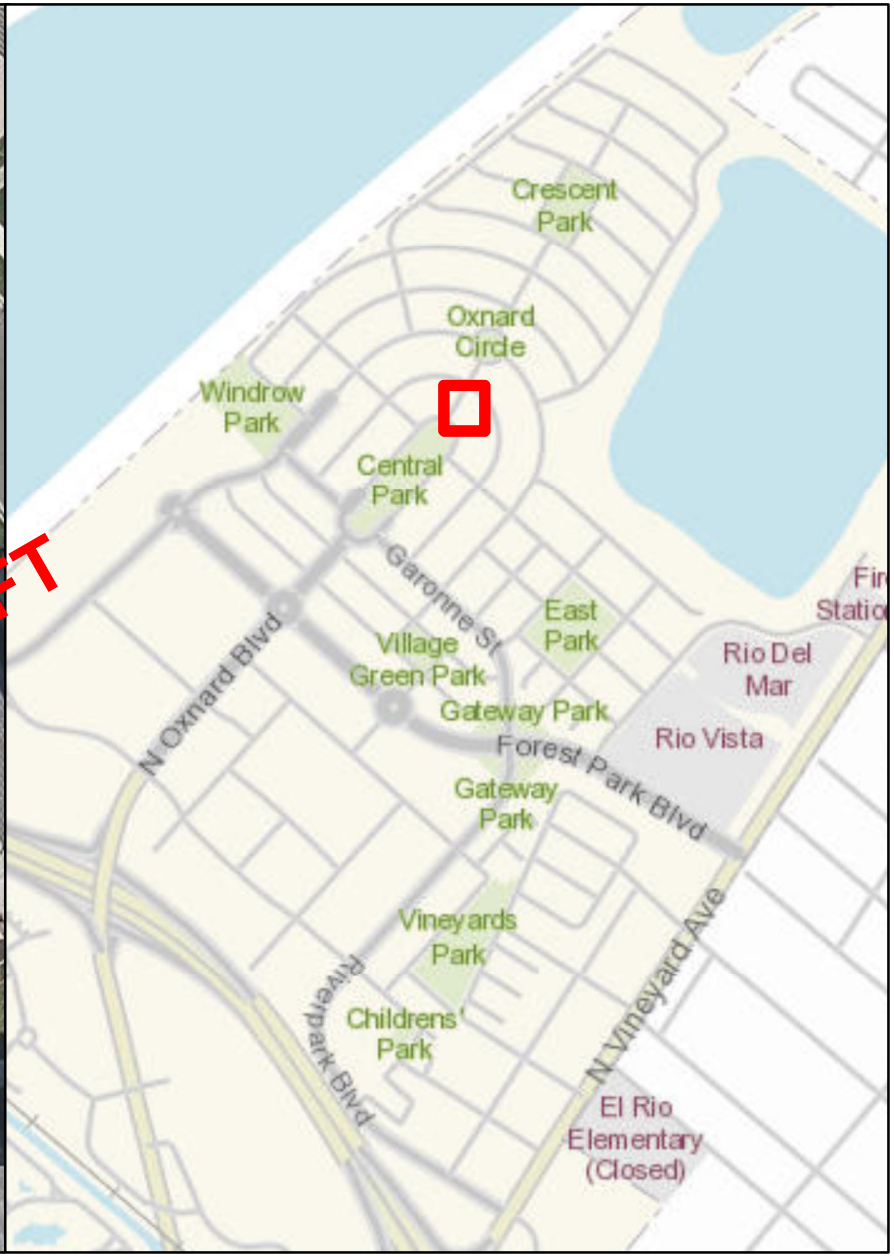
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 123





STORMFILTER MH - 72"

Number of Cartridges is 4

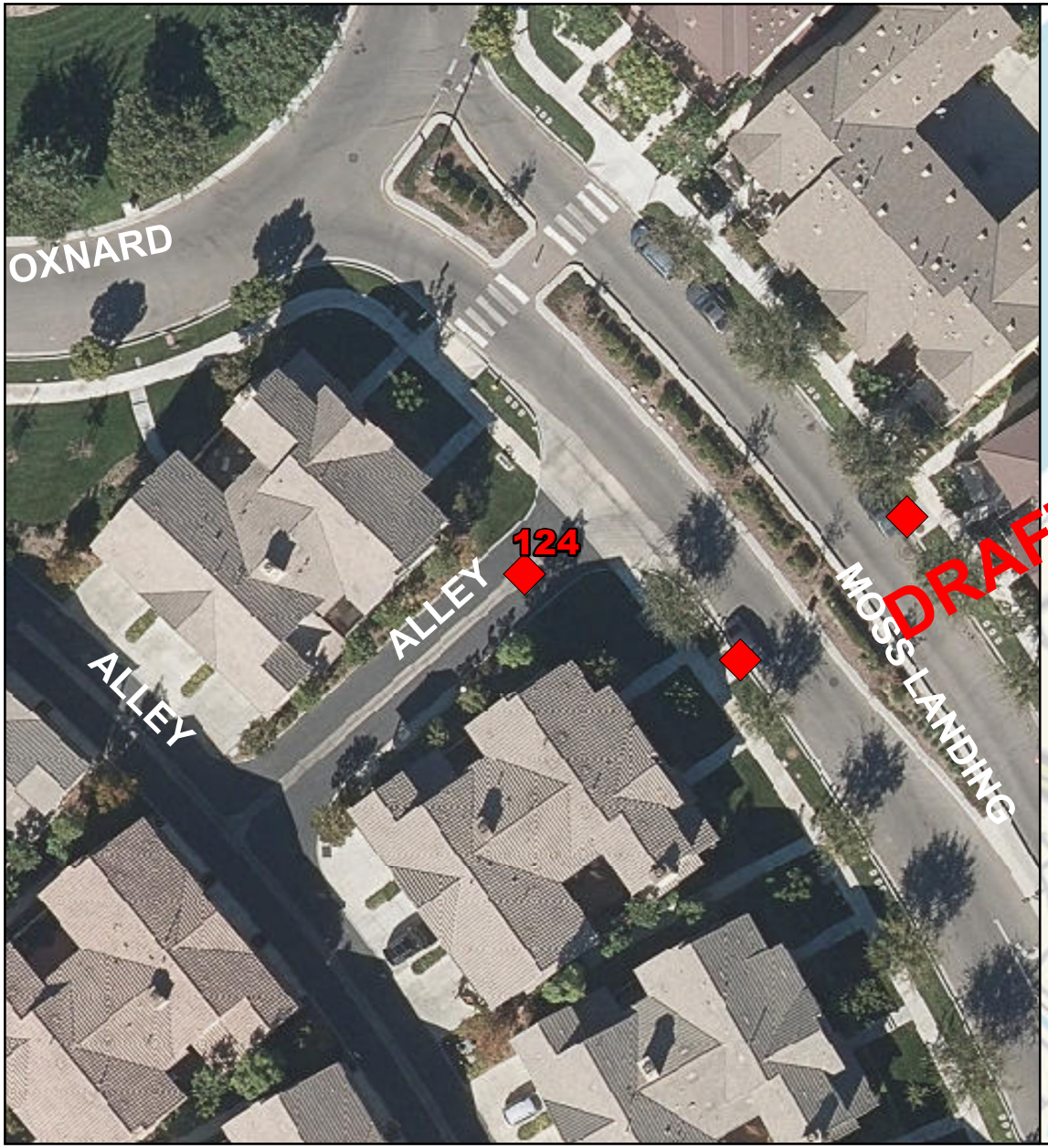
Legend

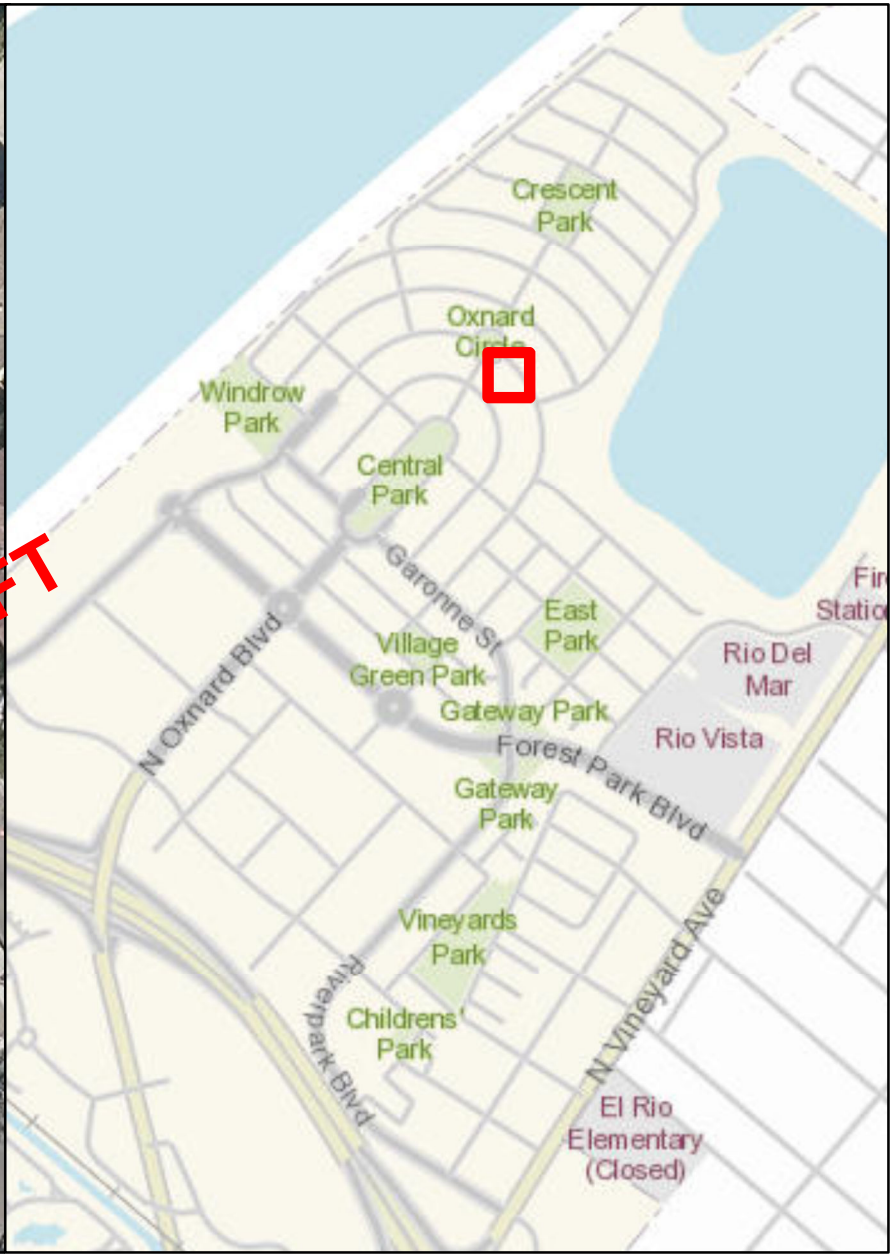
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 124





STORMFILTER MH - 72"

Number of Cartridges is 7

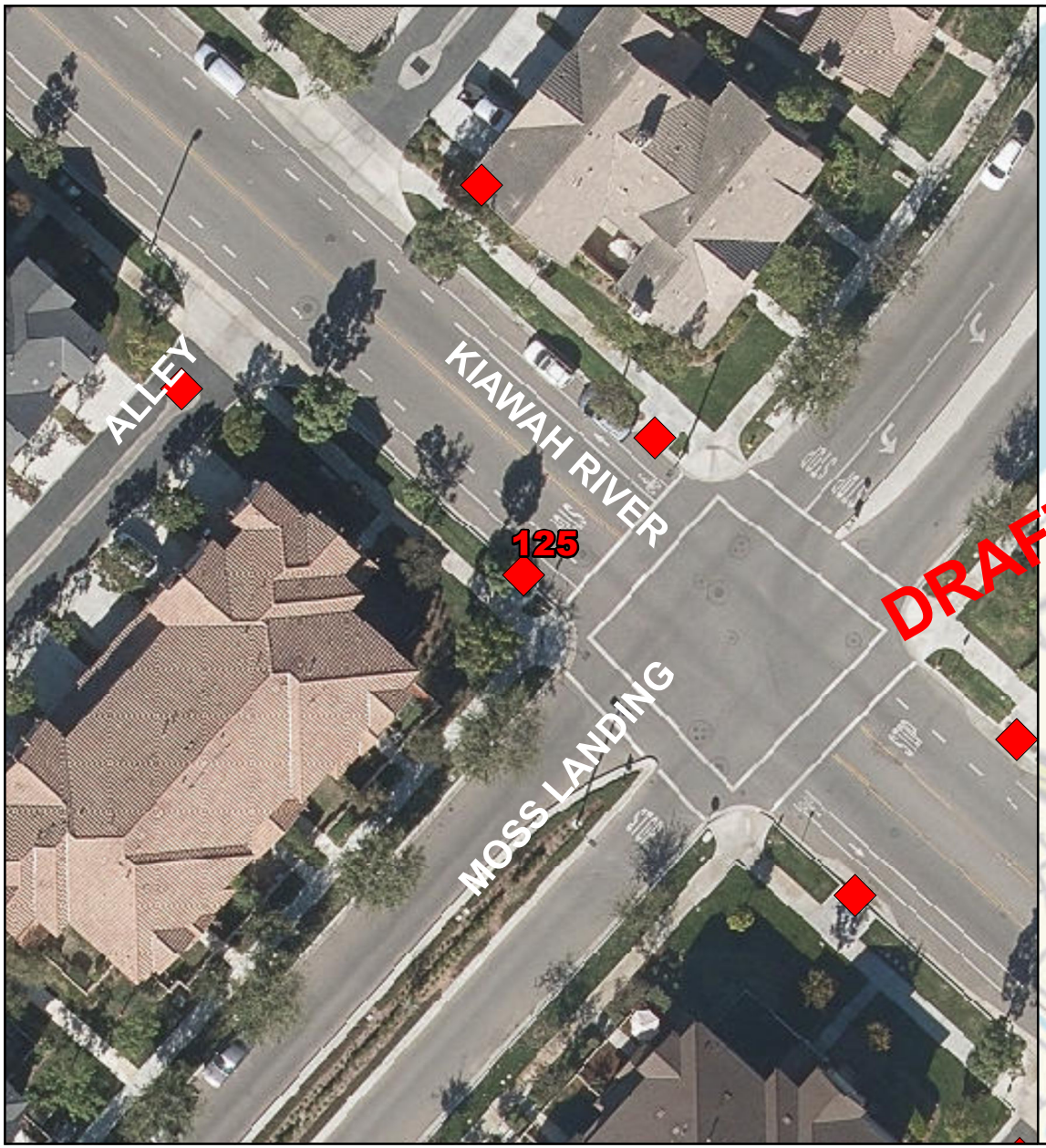
Legend

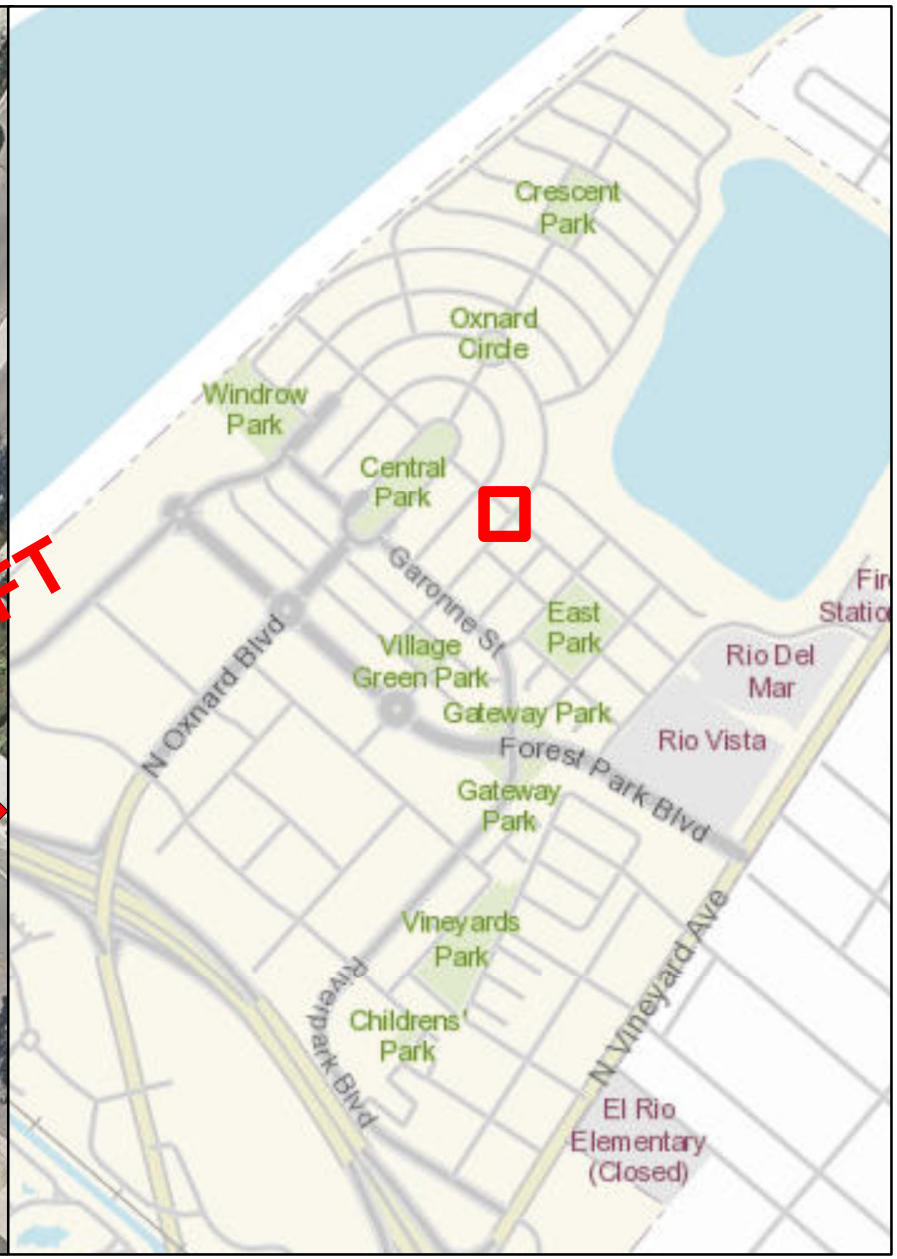
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 125





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

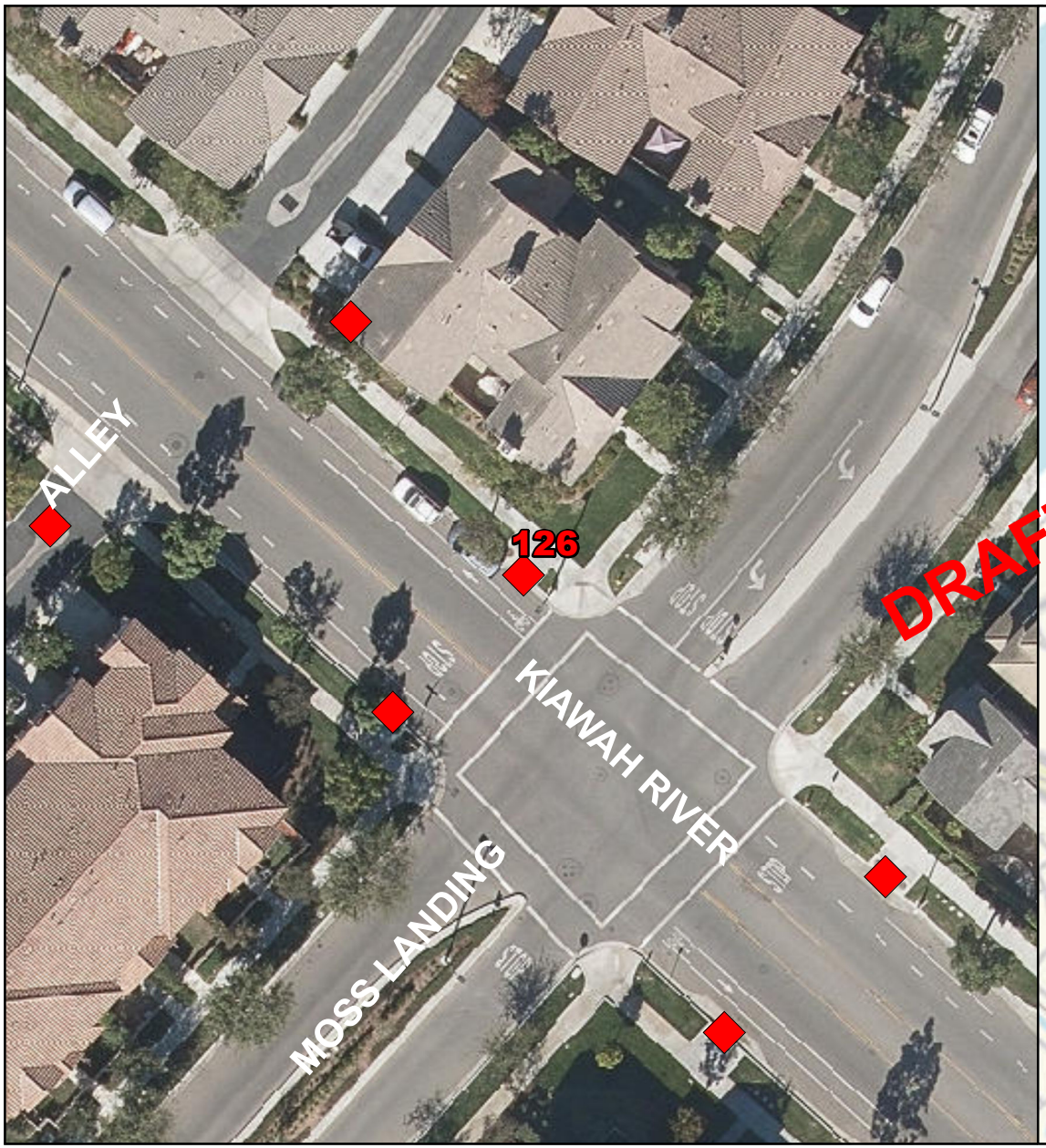
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S 390

Filtration Unit No. 126





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

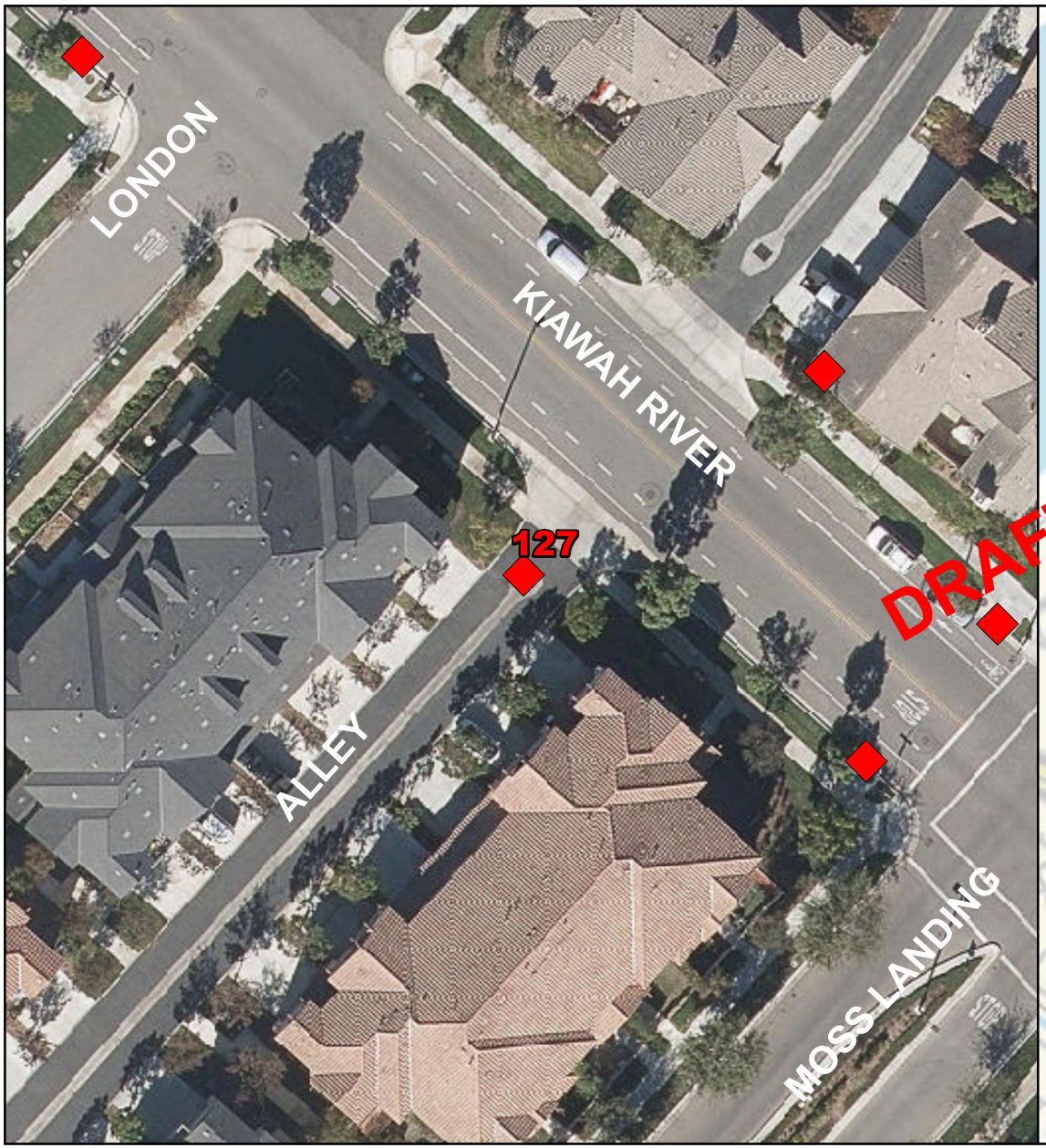
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 127





STORMFILTER MH - 72"

Number of Cartridges is 3

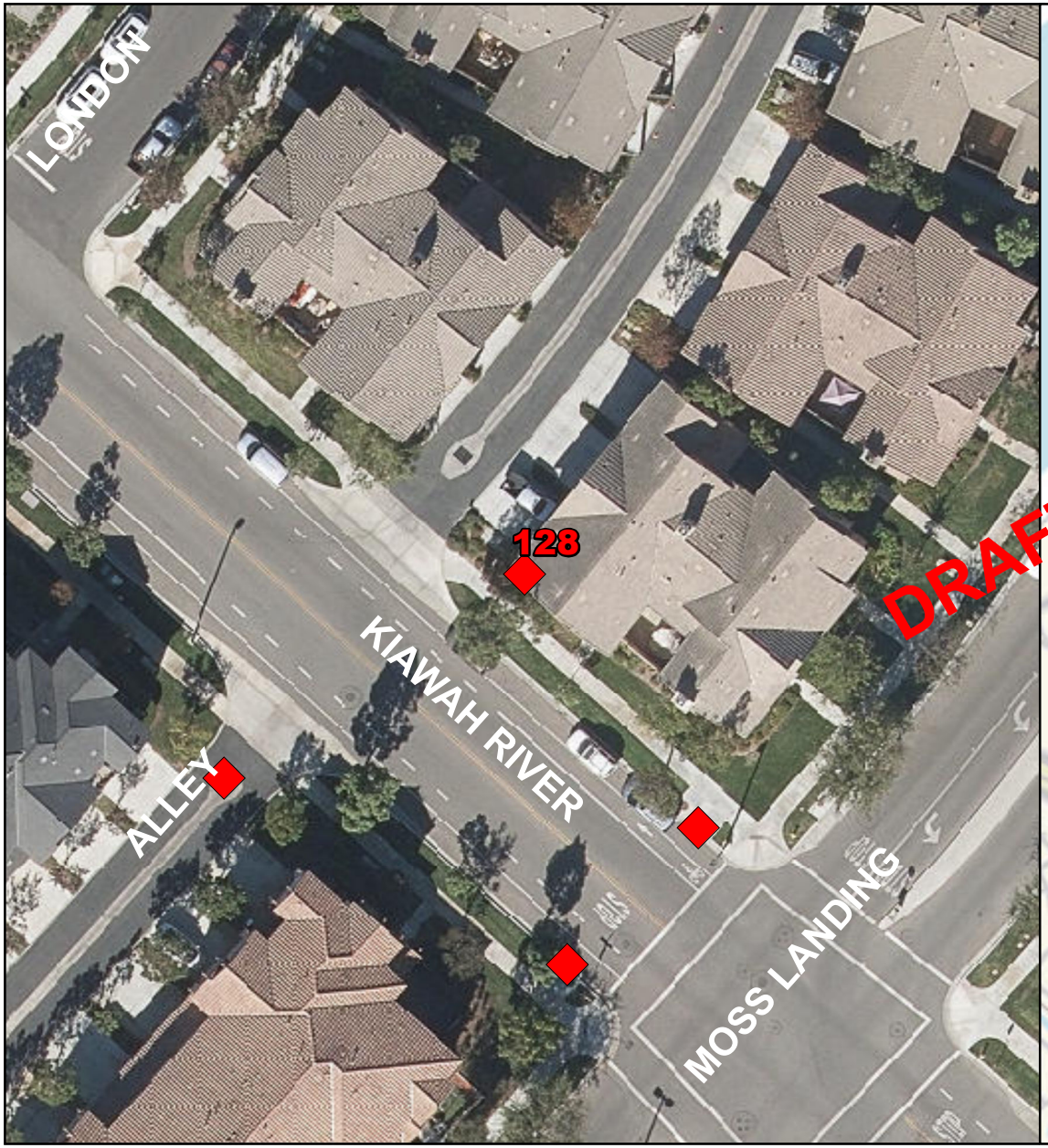
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 128





STORMFILTER VAULT - 7'X14'

Number of Cartridges is 13

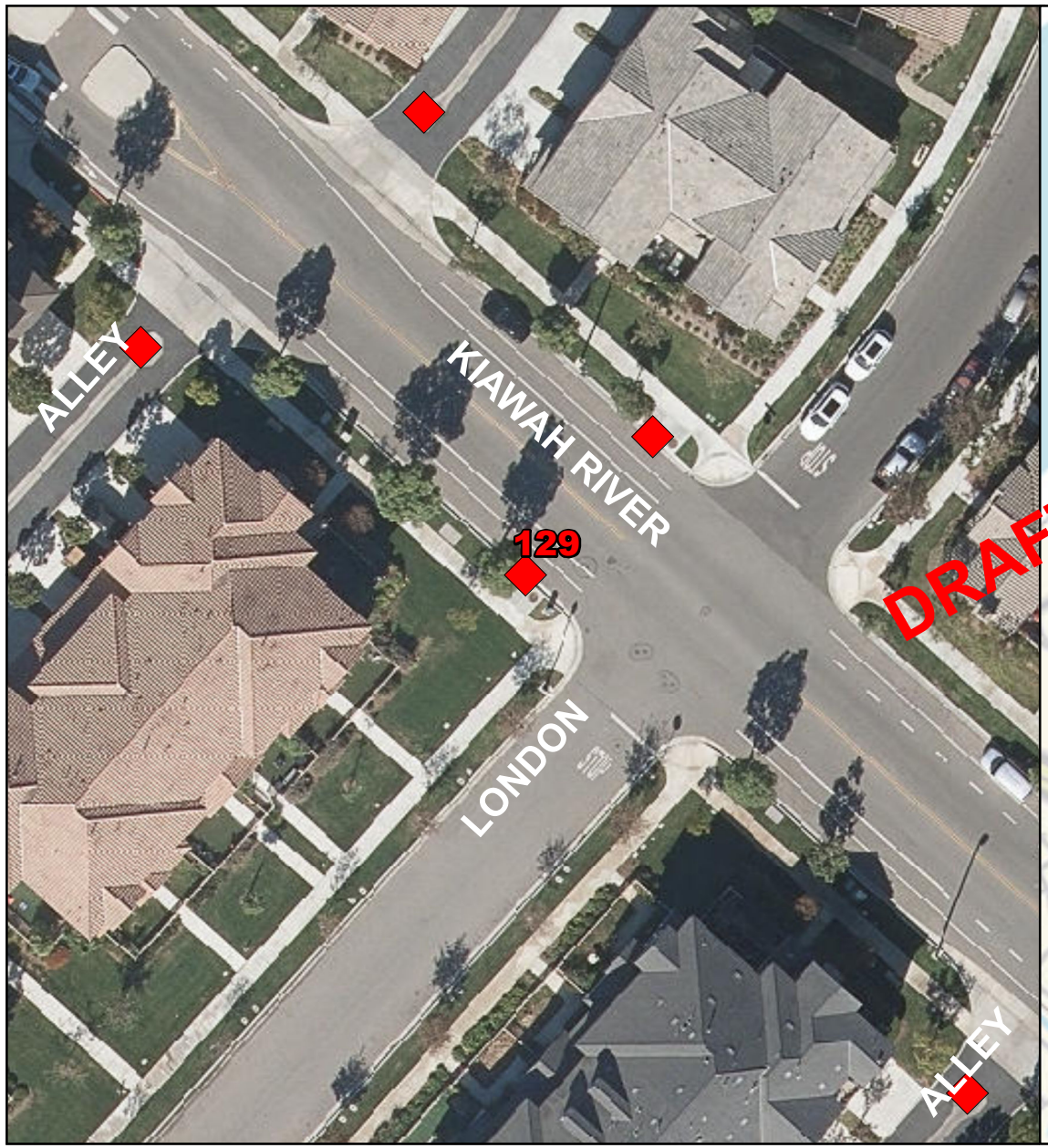
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 129





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

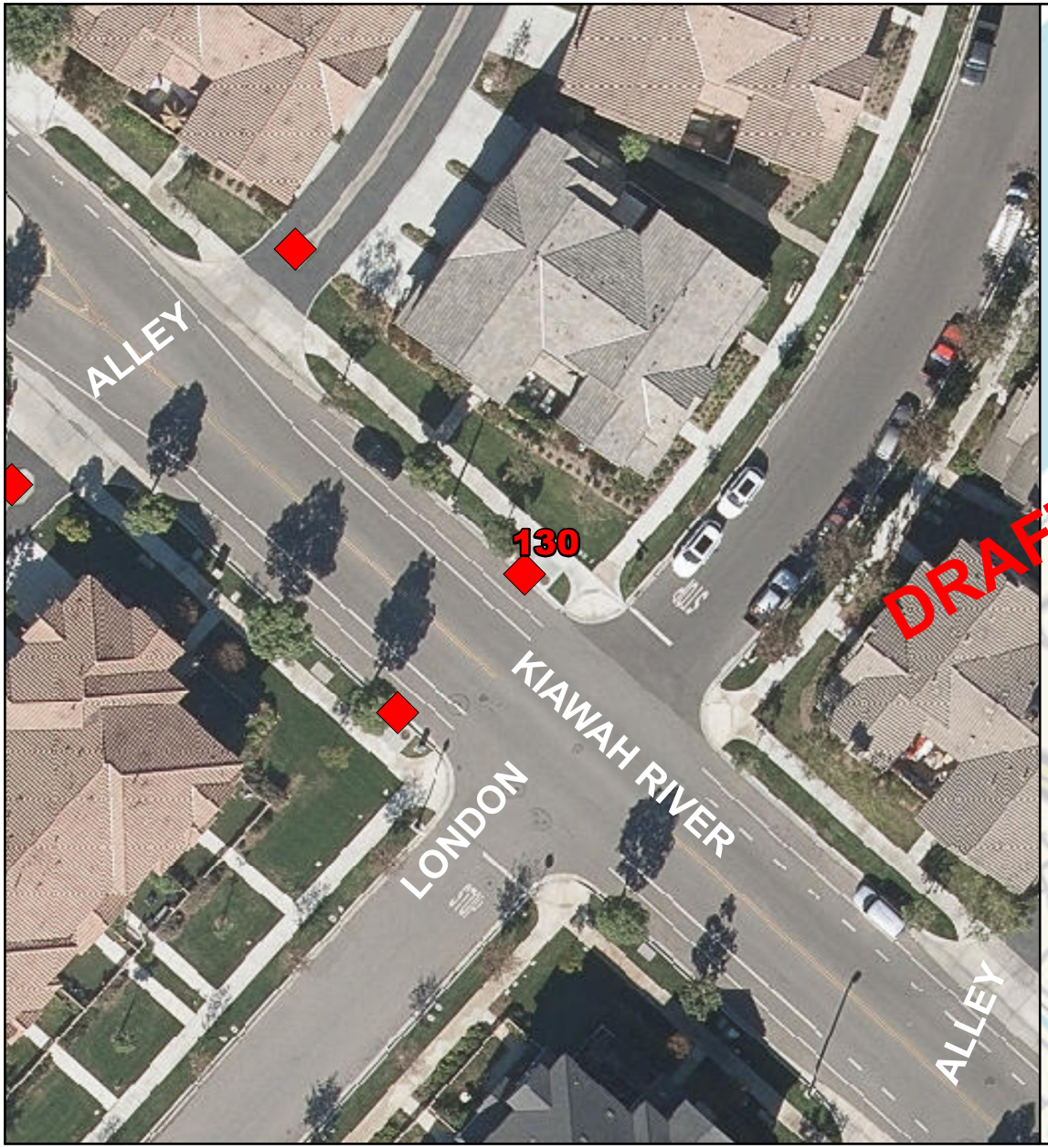
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S 394

Filtration Unit No. 130





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 8

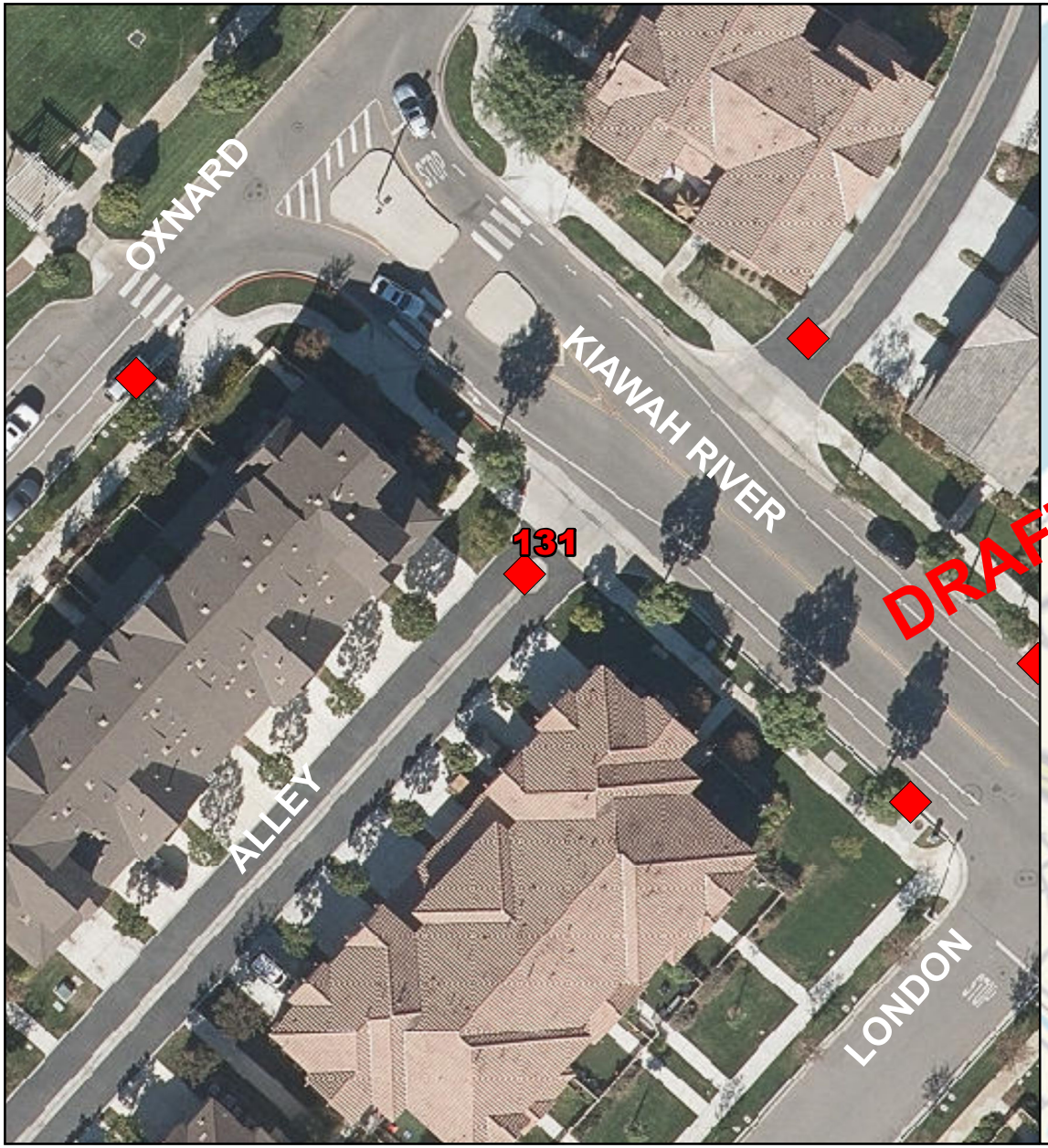
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 131





STORMFILTER MH- 72"

Number of Cartridges is 5

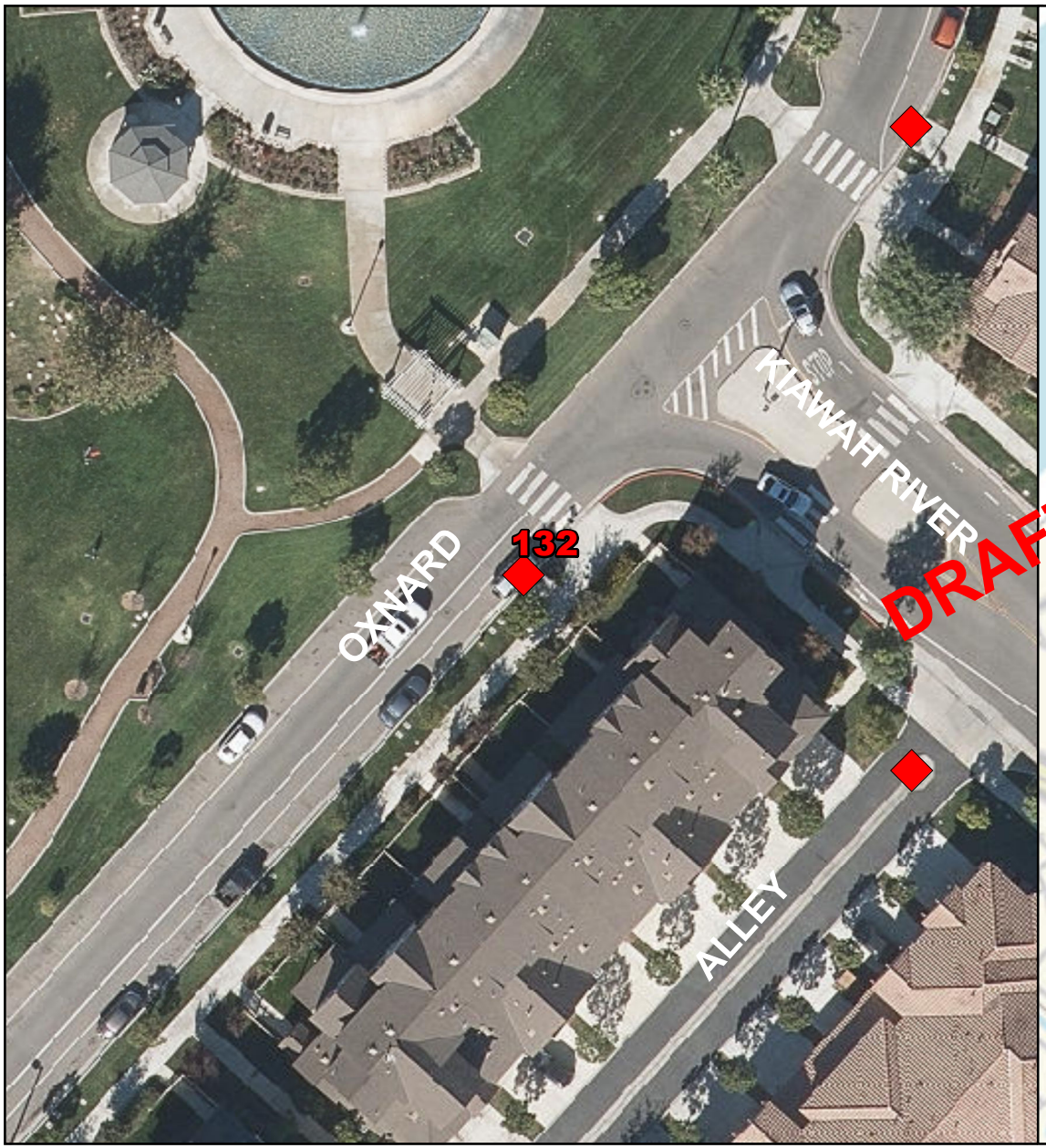
Legend

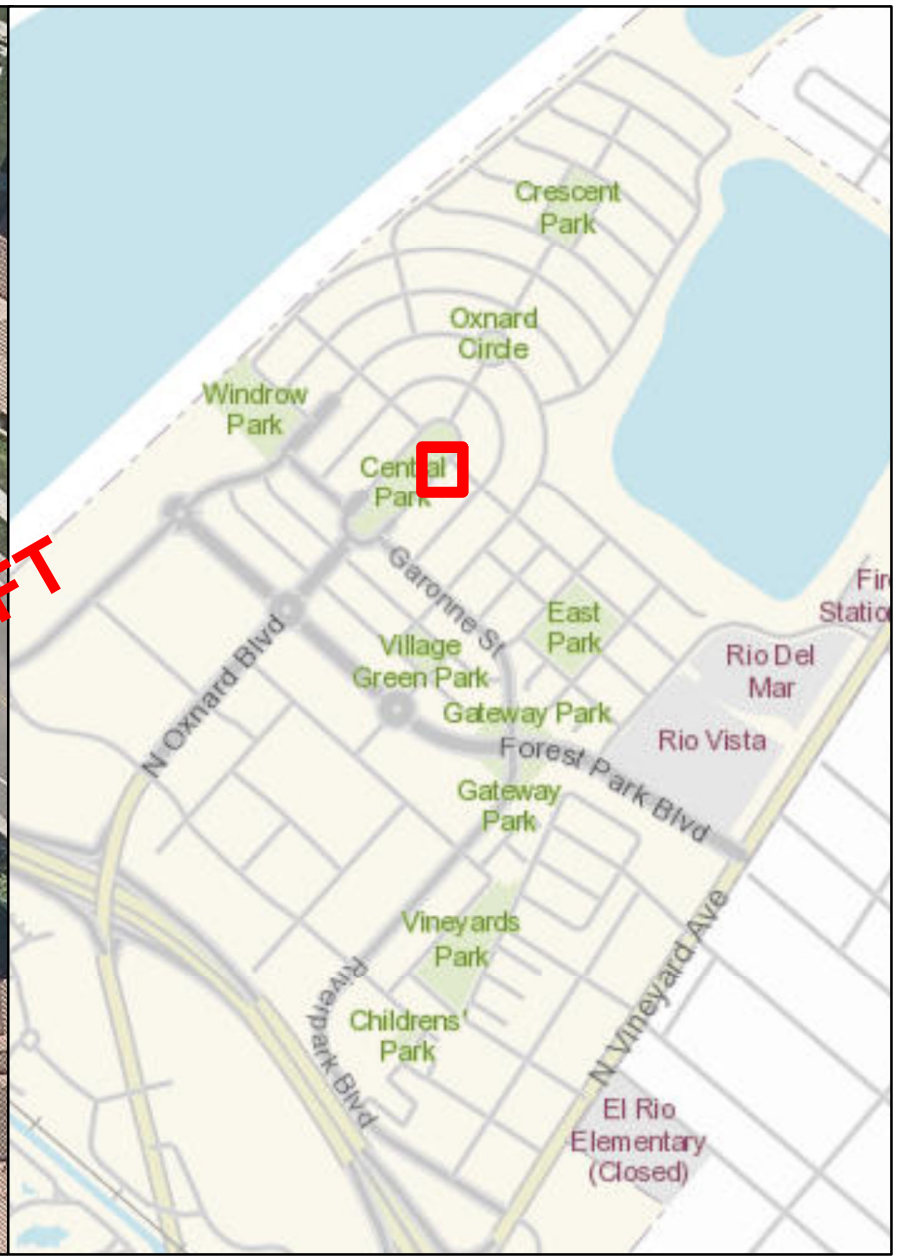
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 132





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 133





STORMFILTER MH - 72"

Number of Cartridges is 6

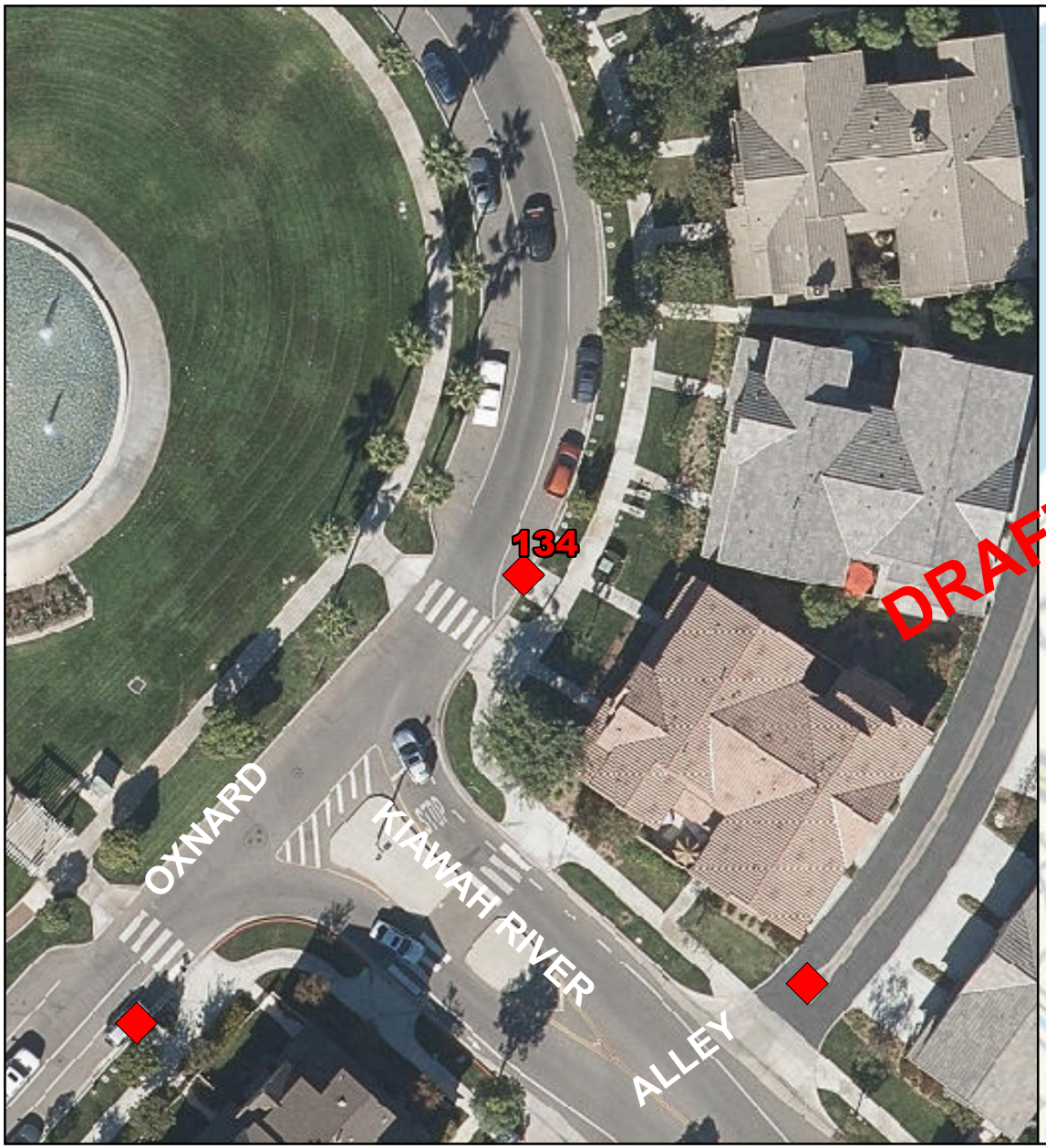
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S 398

Filtration Unit No. 134





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

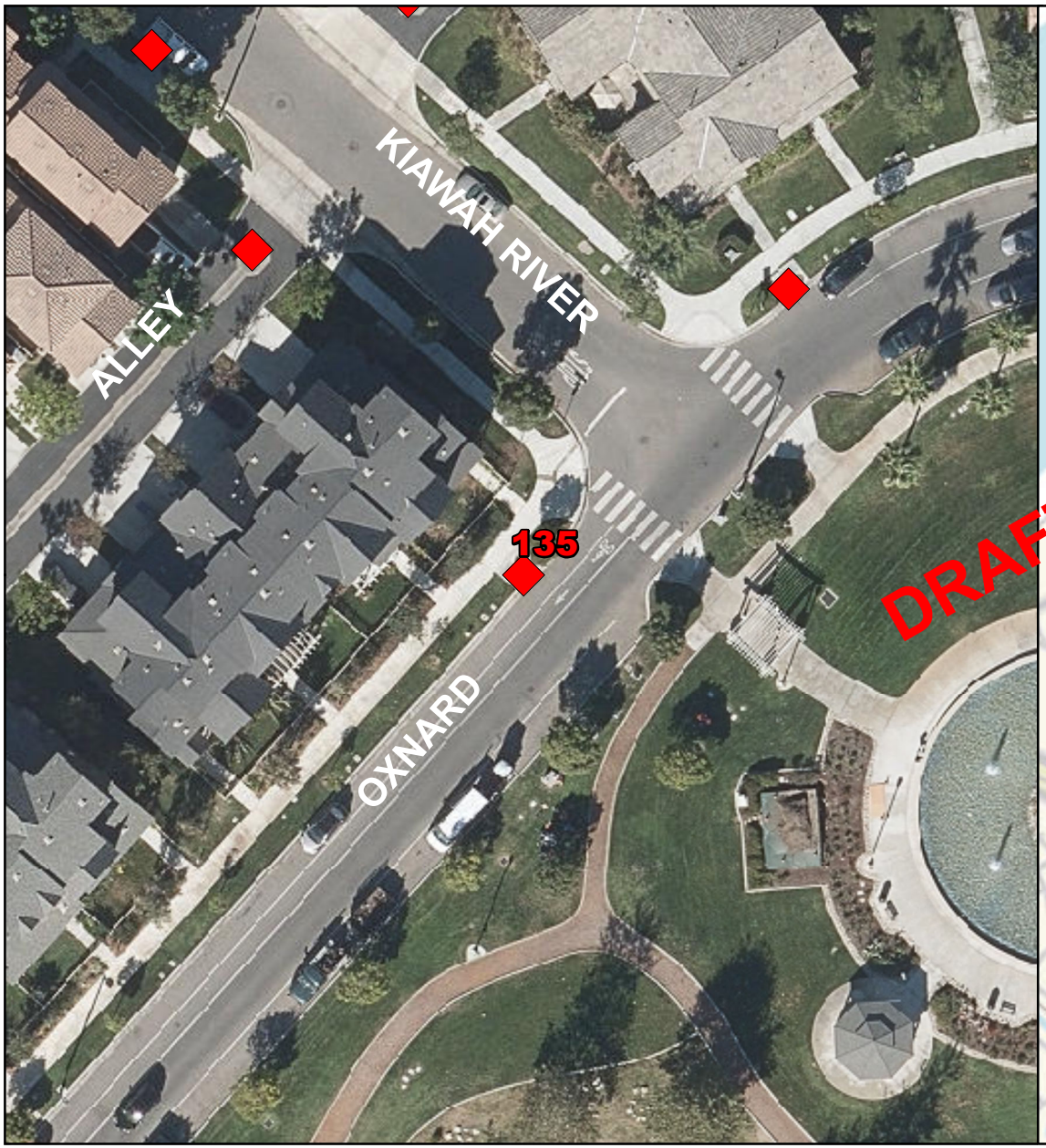
Legend

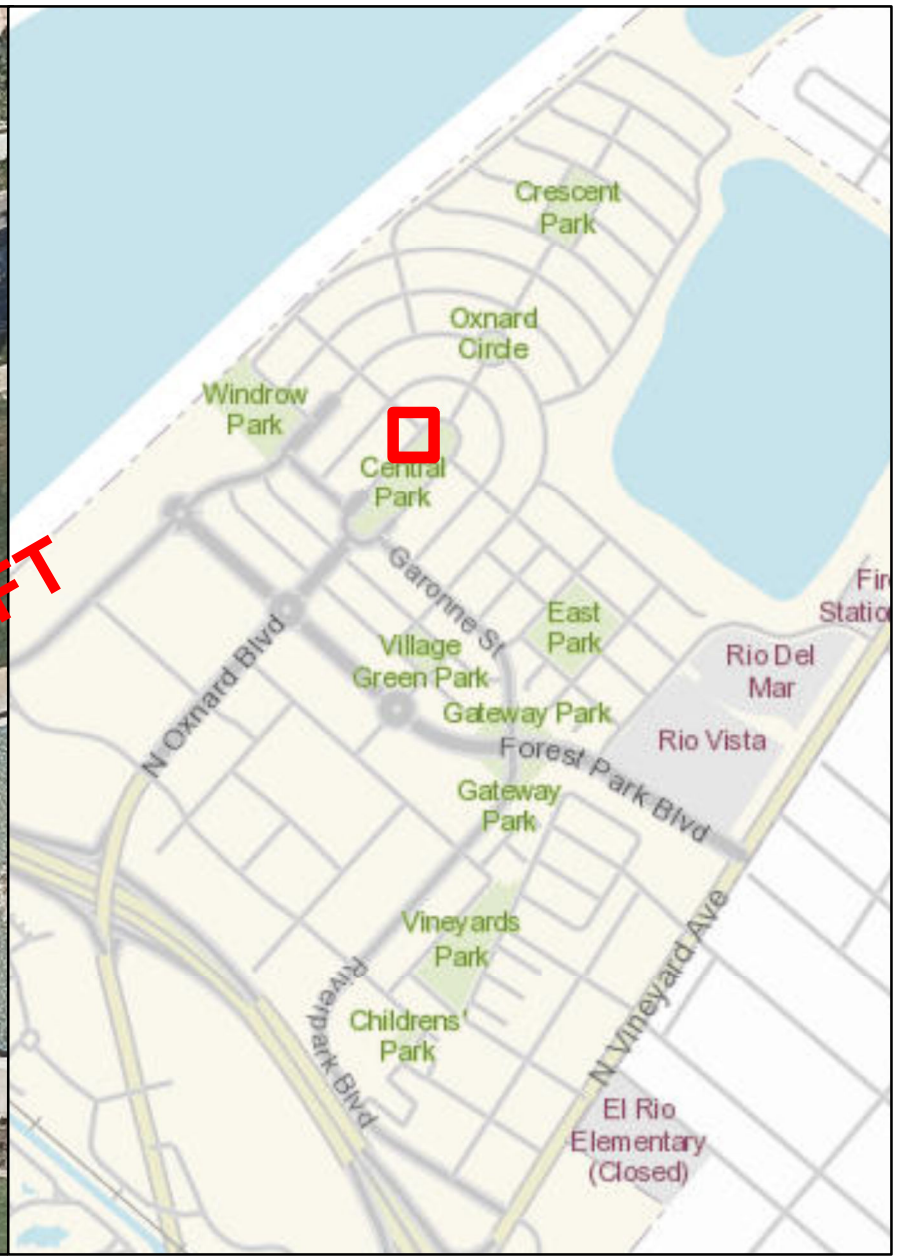
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 399

Filtration Unit No. 135





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

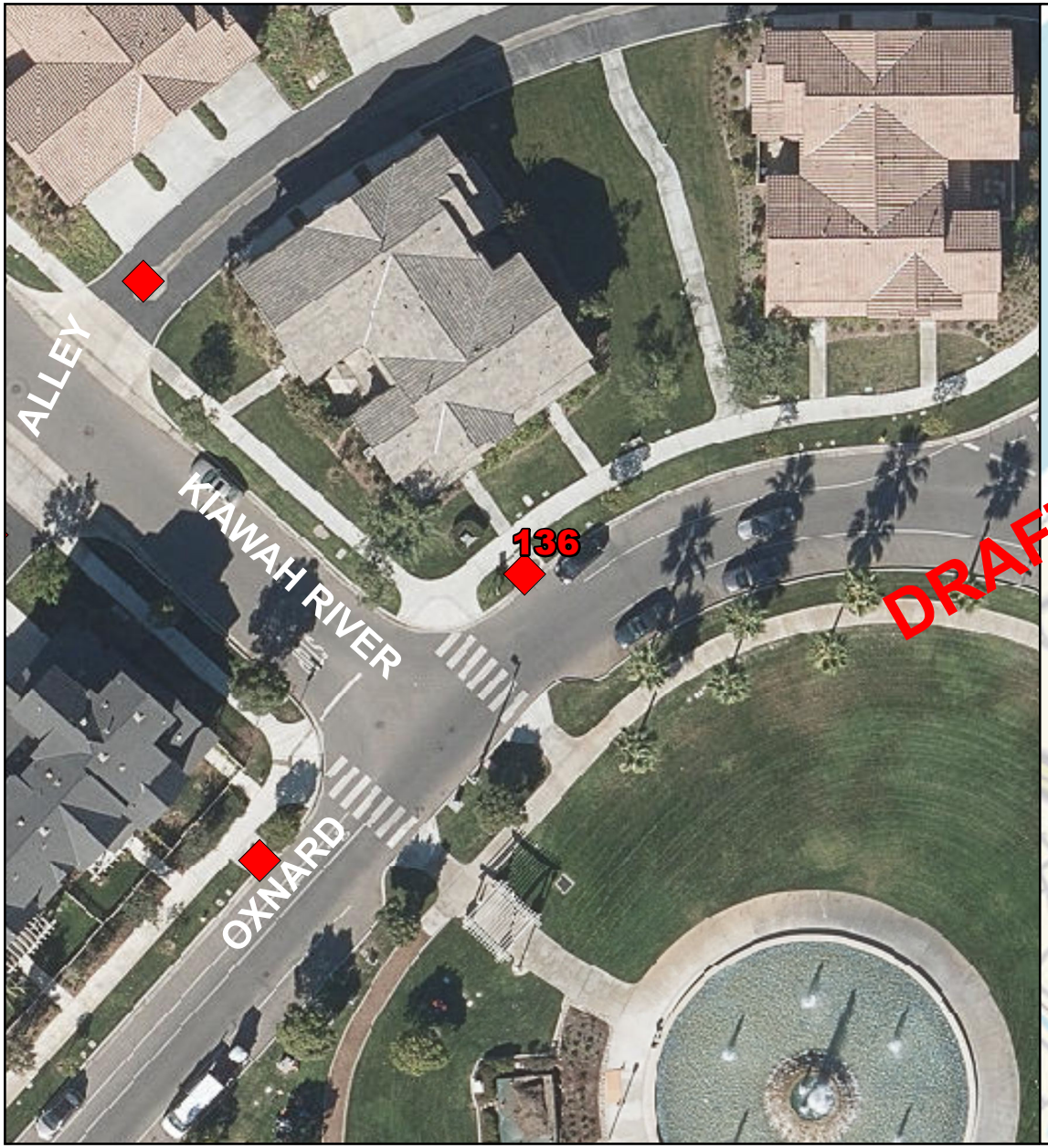
Legend

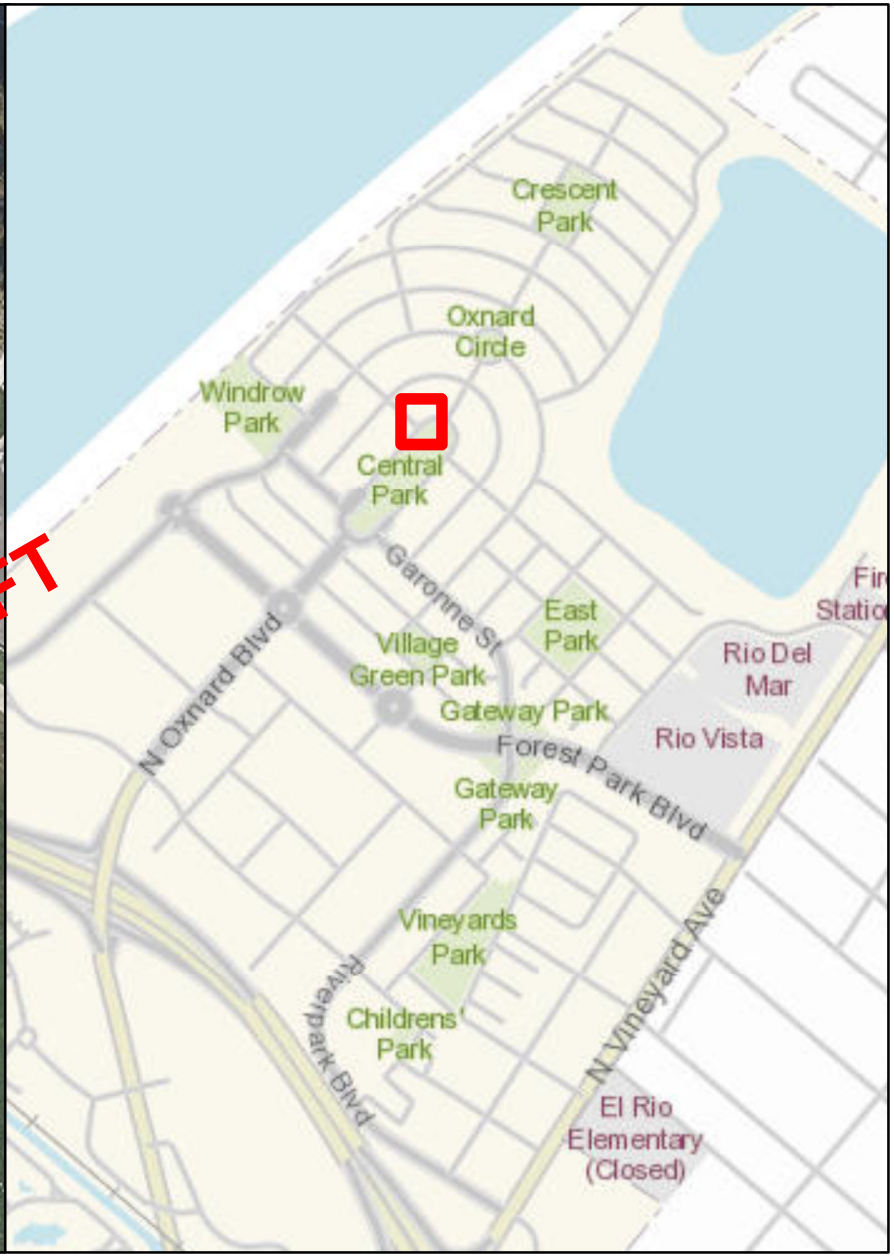
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 400

Filtration Unit No. 136





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

Legend

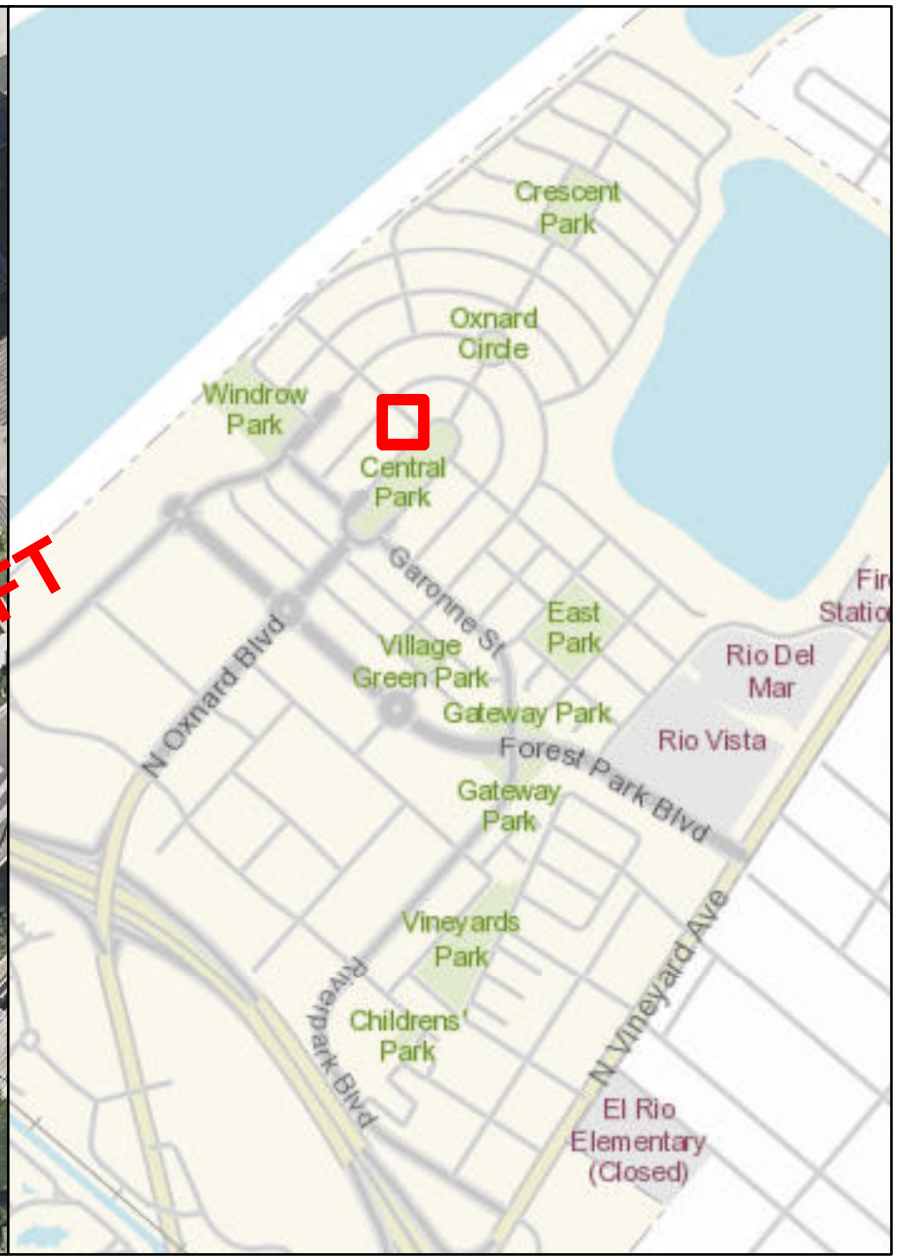
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 401

Filtration Unit No. 137





STORMFILTER MH - 72"

Number of Cartridges is 7

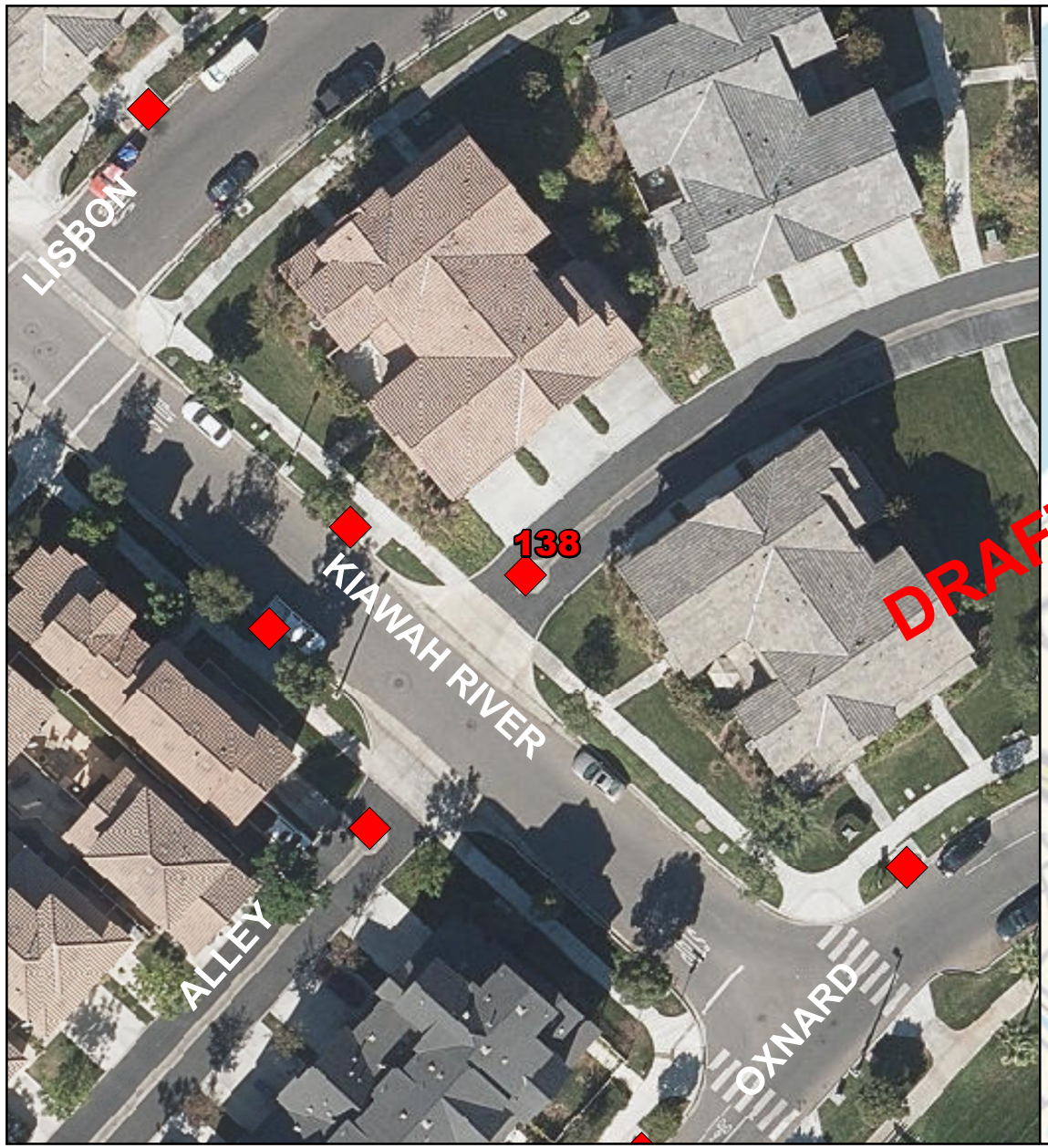
Legend

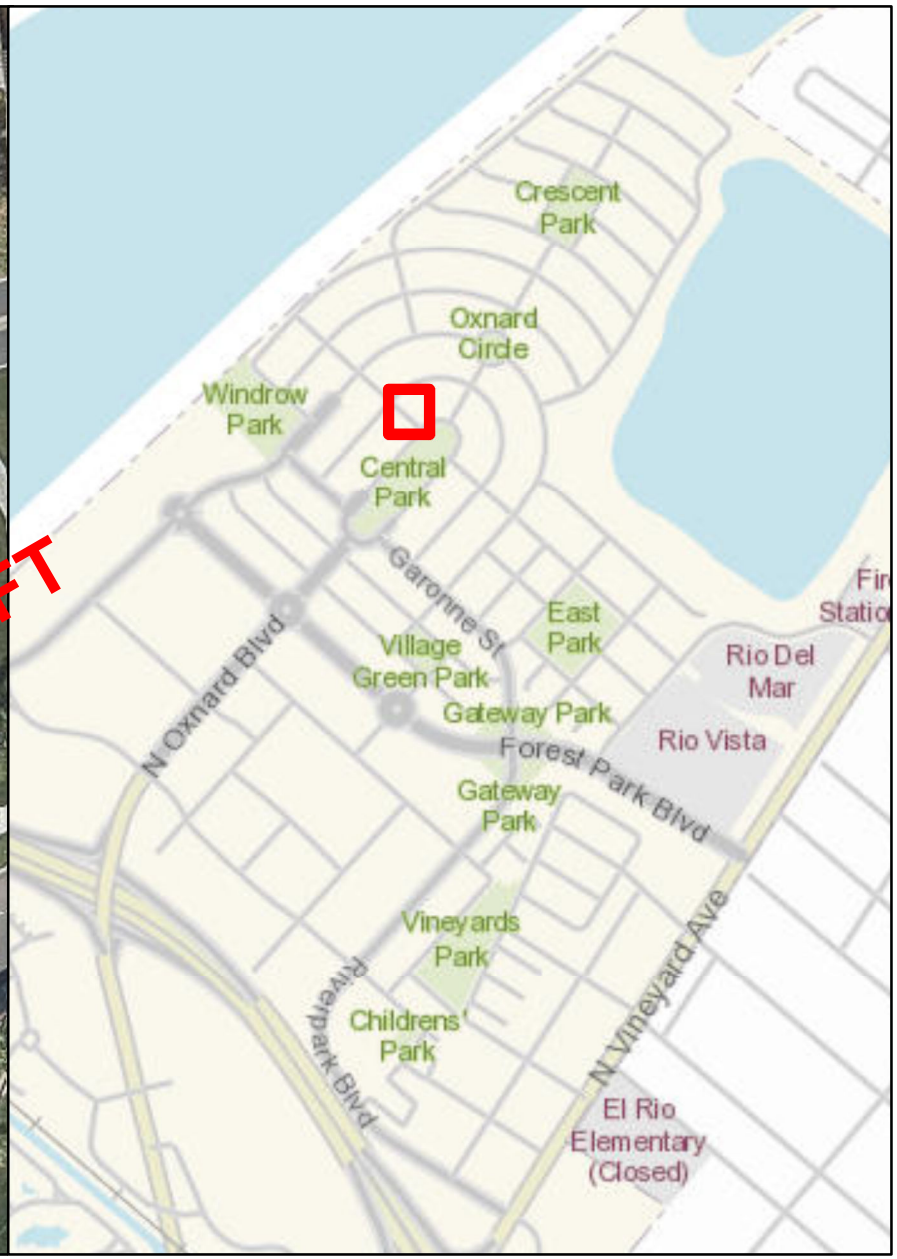
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 402

Filtration Unit No. 138





STORMFILTER MH - 72"

Number of Cartridges is 6

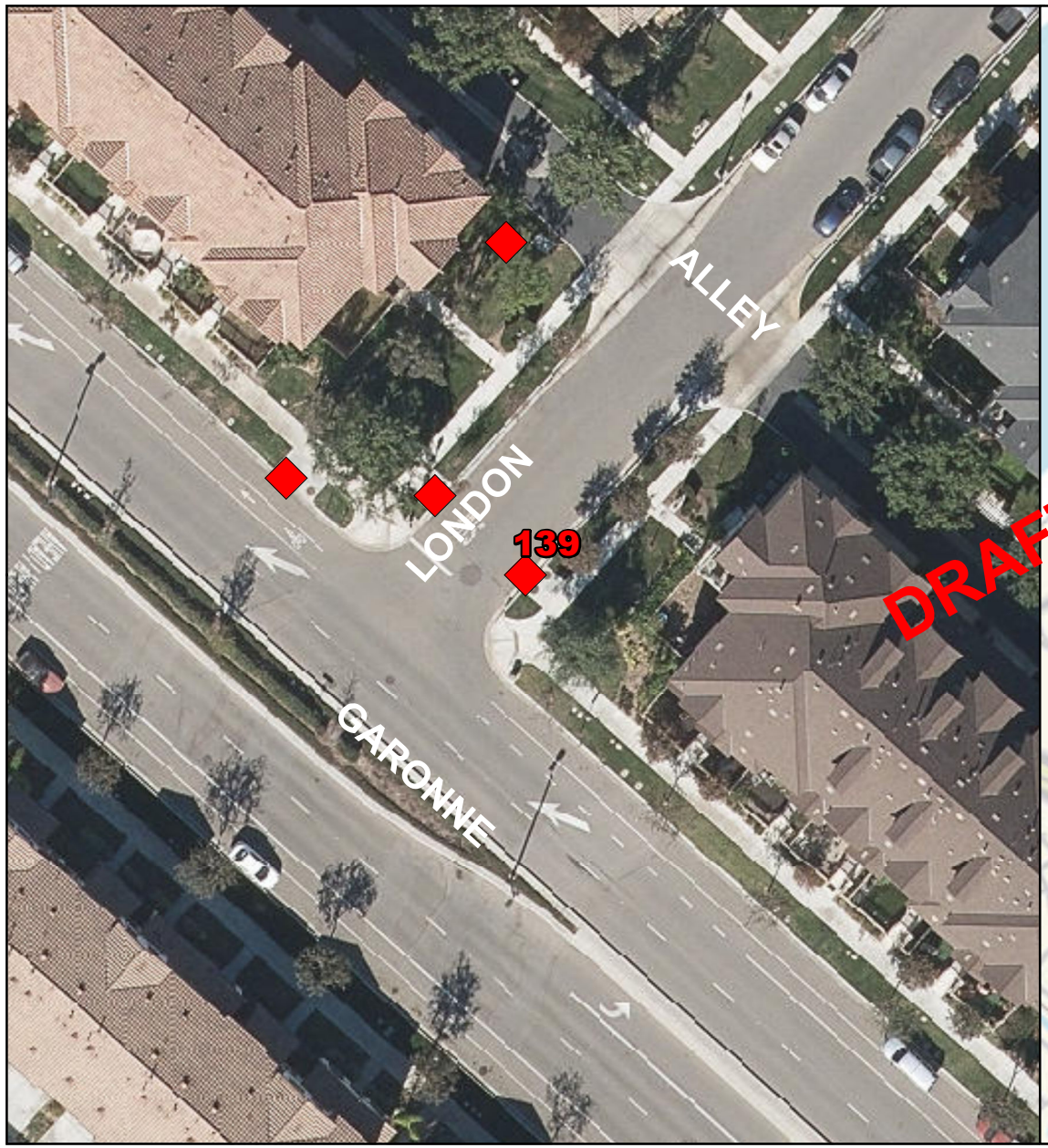
Legend

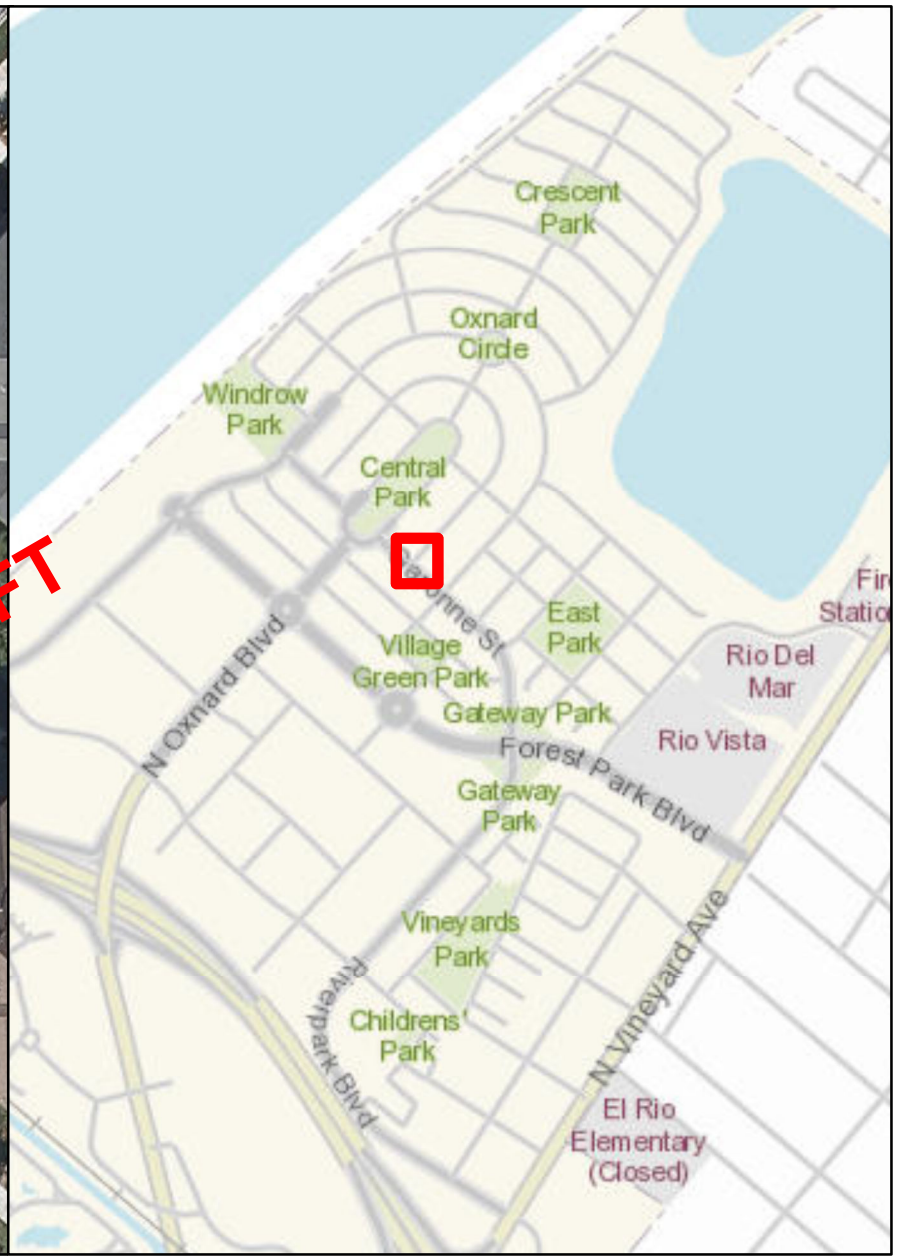
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 139





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

Legend

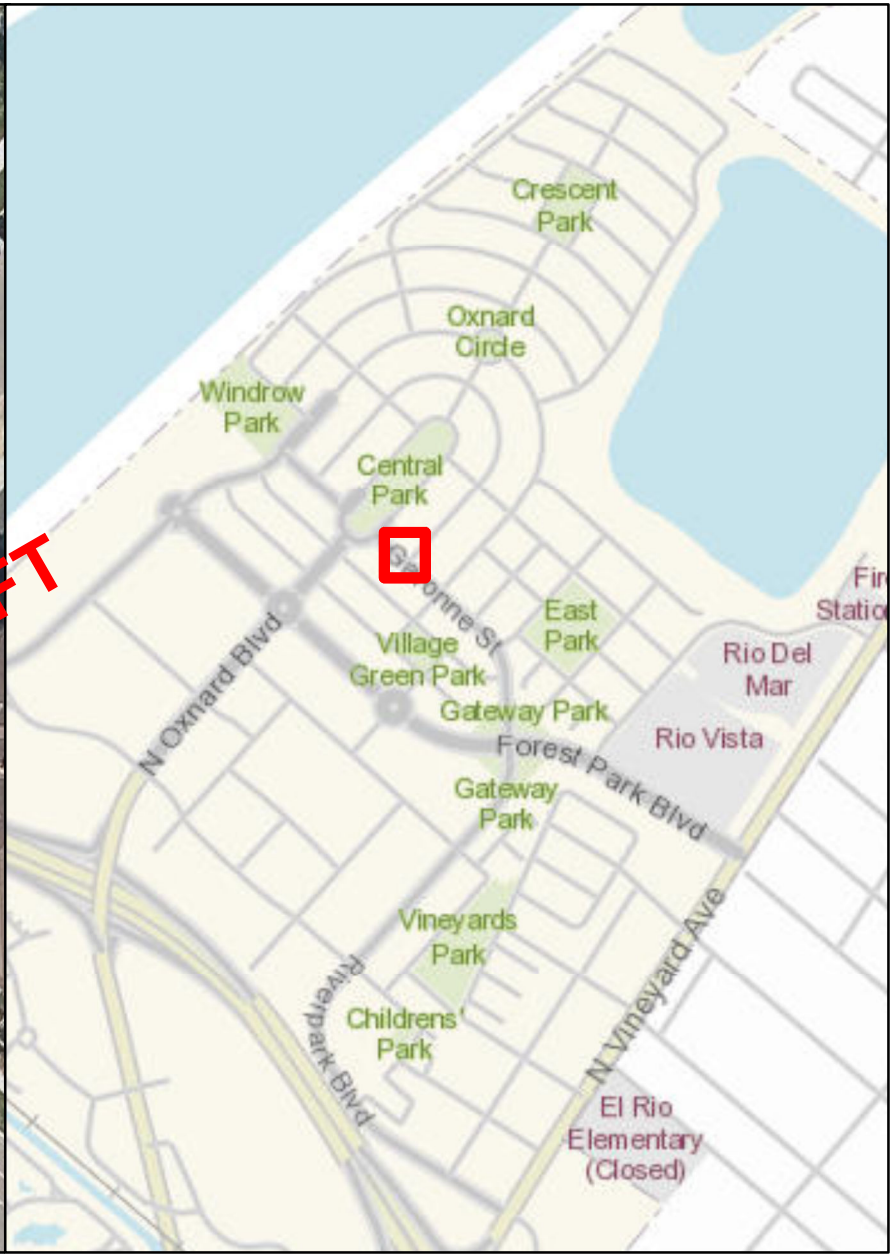
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 404

Filtration Unit No. 140





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

Legend

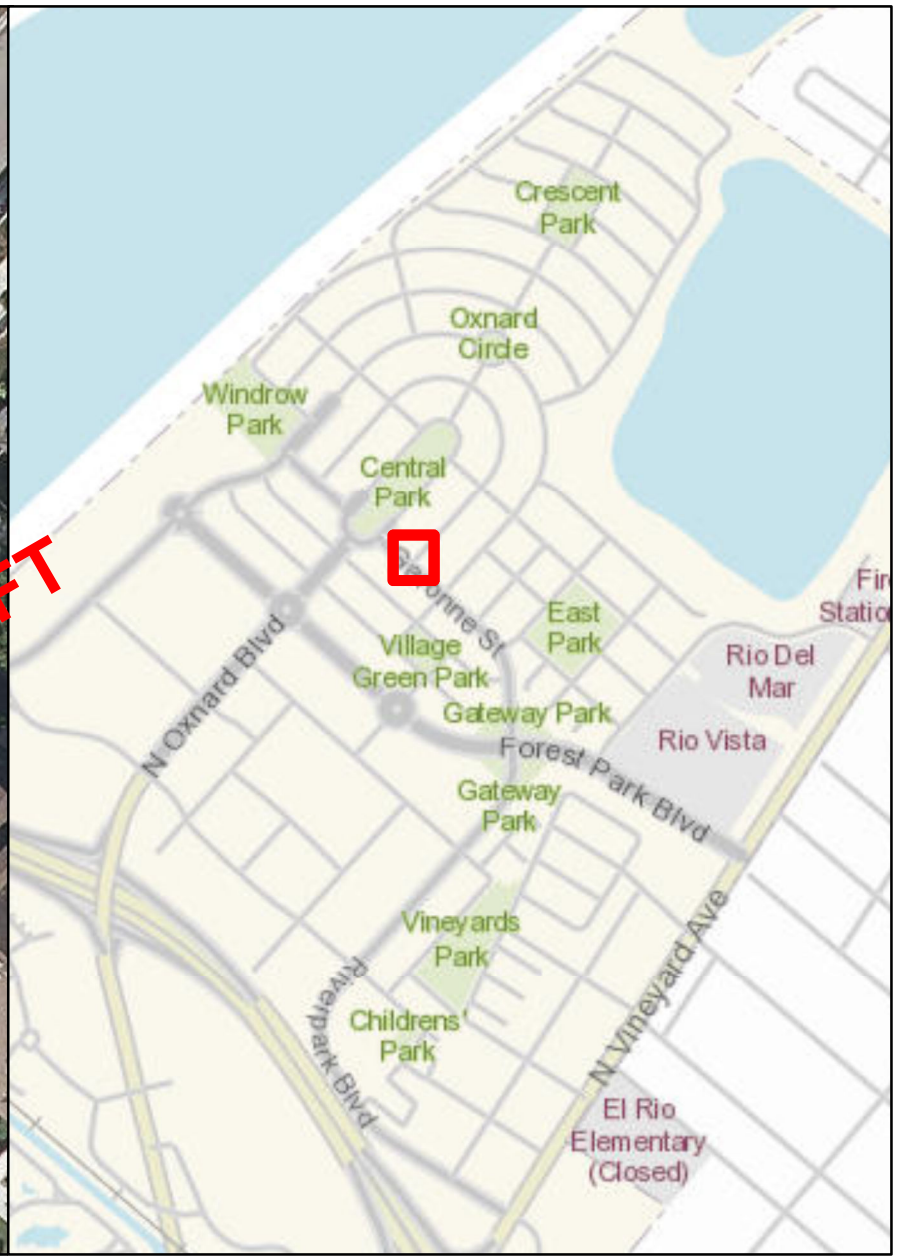
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 405

Filtration Unit No. 141





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 142





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 10

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 143





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

Legend

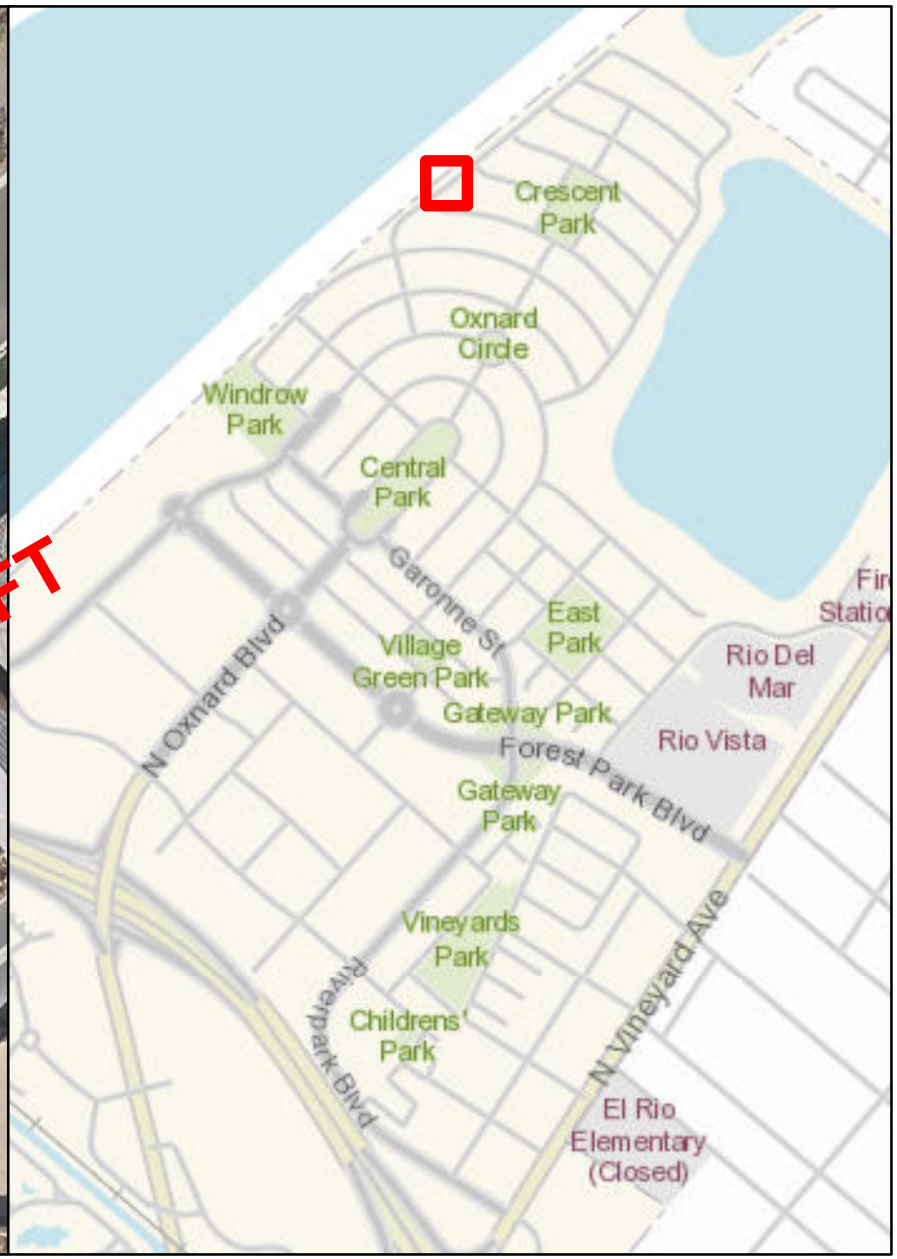
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 408

Filtration Unit No. 144





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

Legend

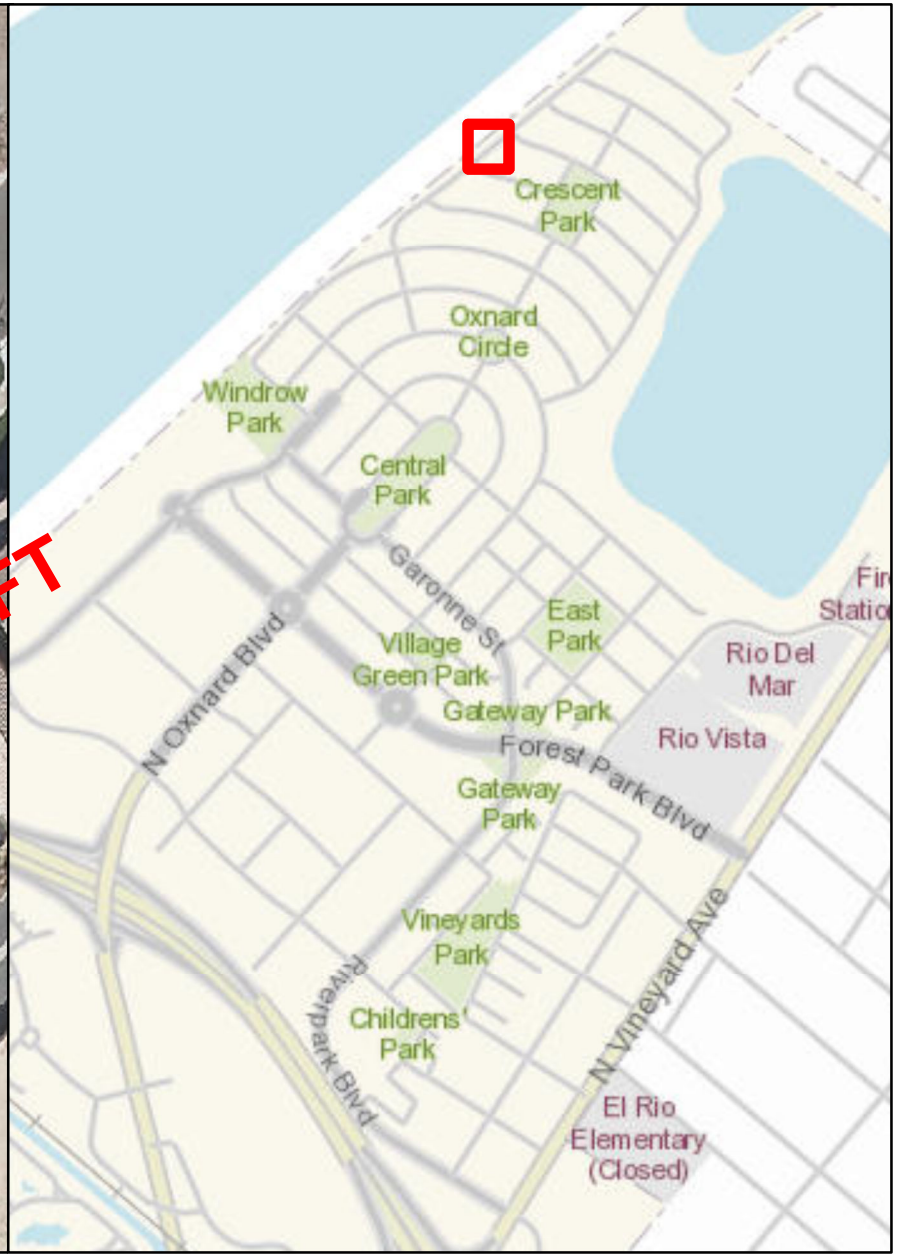
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 145





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

Legend

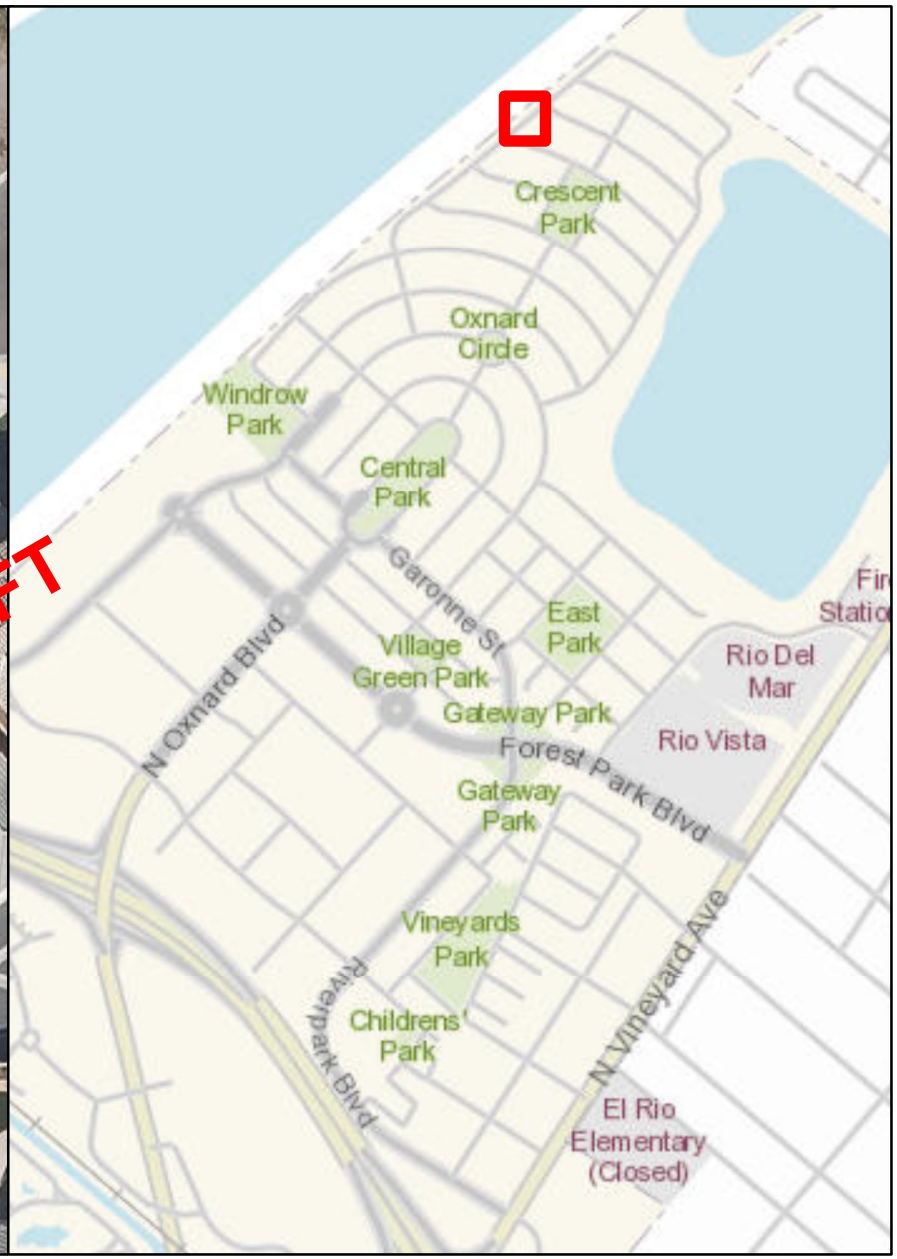
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 146





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

Legend

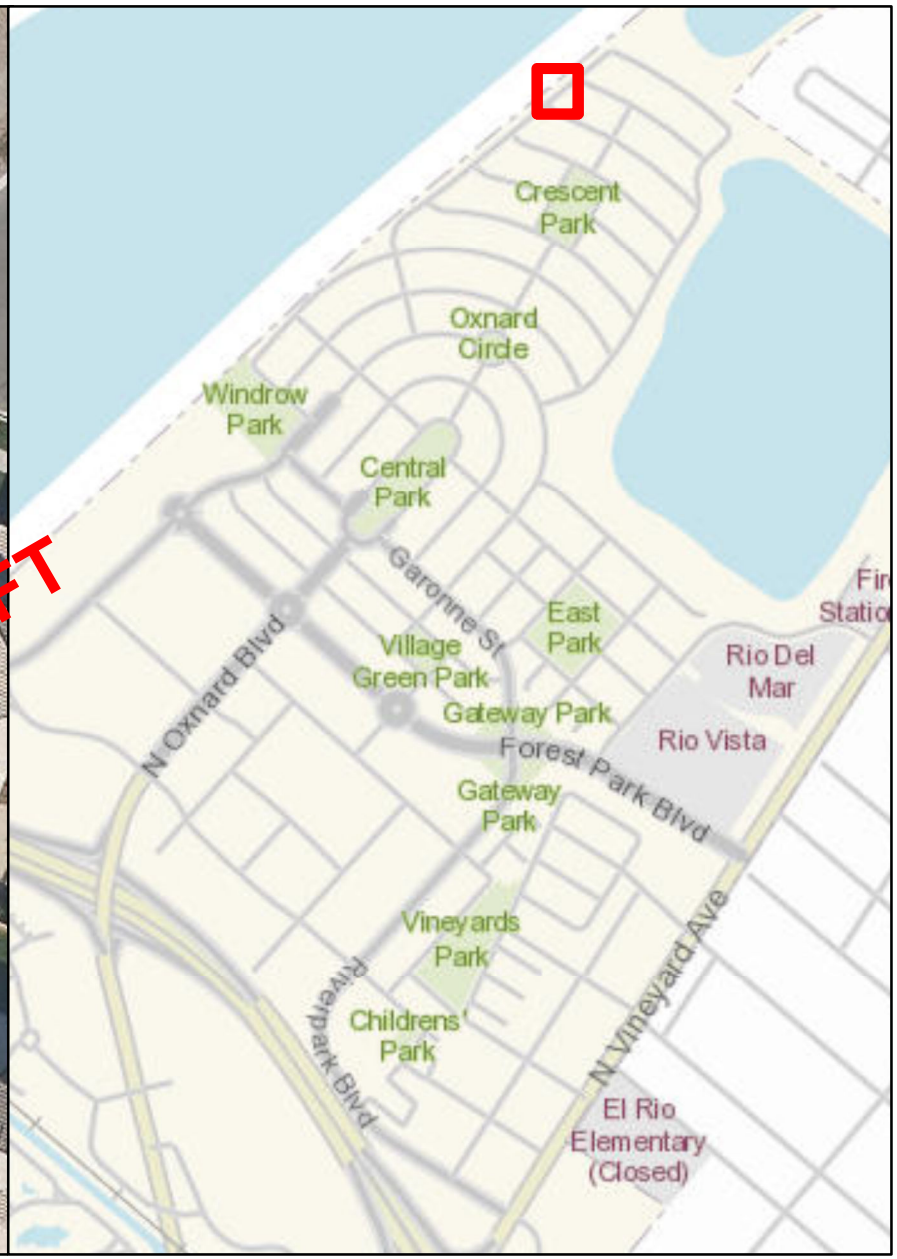
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 147





STORMFILTER CATCHBASIN - 6'X15'

Number of Cartridges is 15

Legend

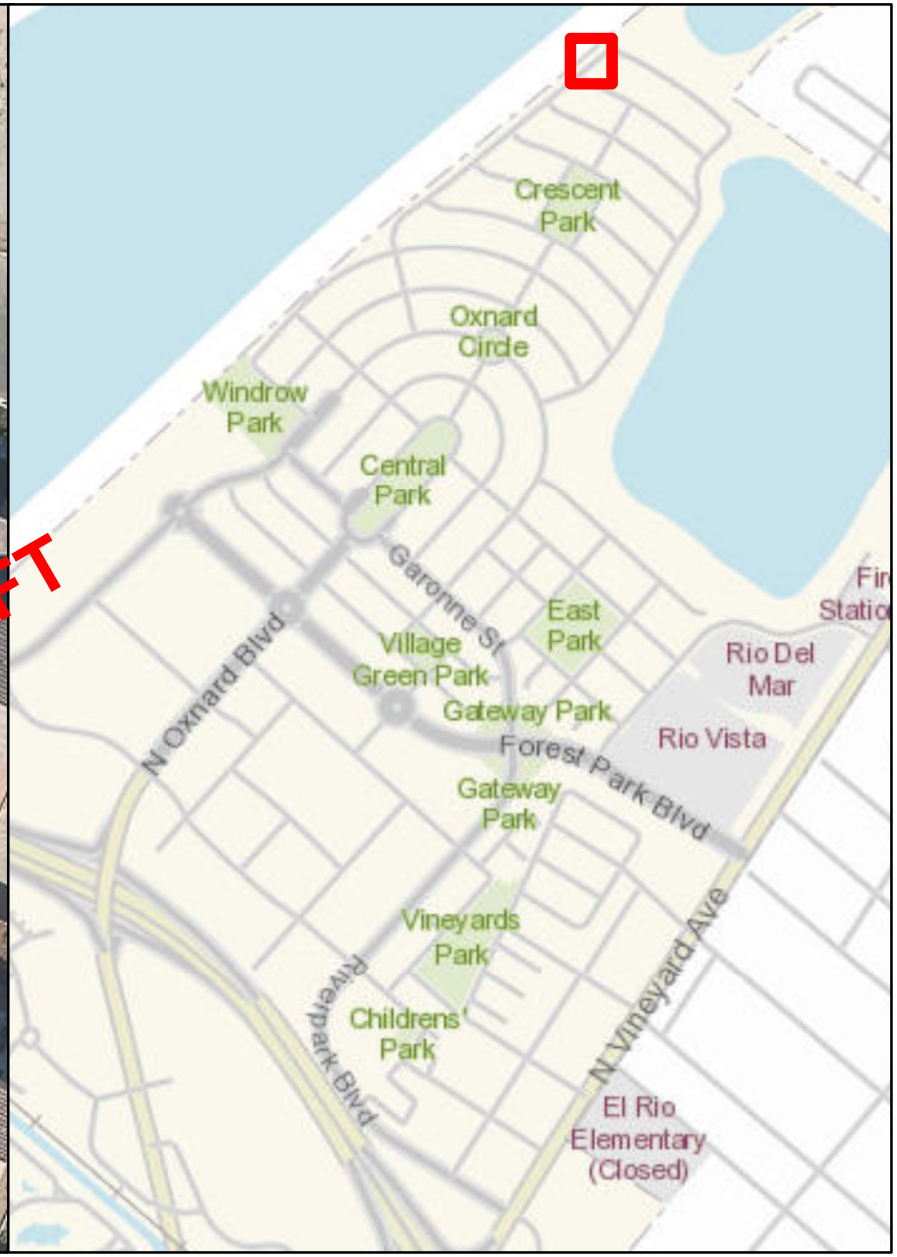
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 148





STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 20

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 149





STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 24

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S 414

Filtration Unit No. 150





STORMFILTER CATCHBASIN - 6'X15'

Number of Cartridges is 16

Legend

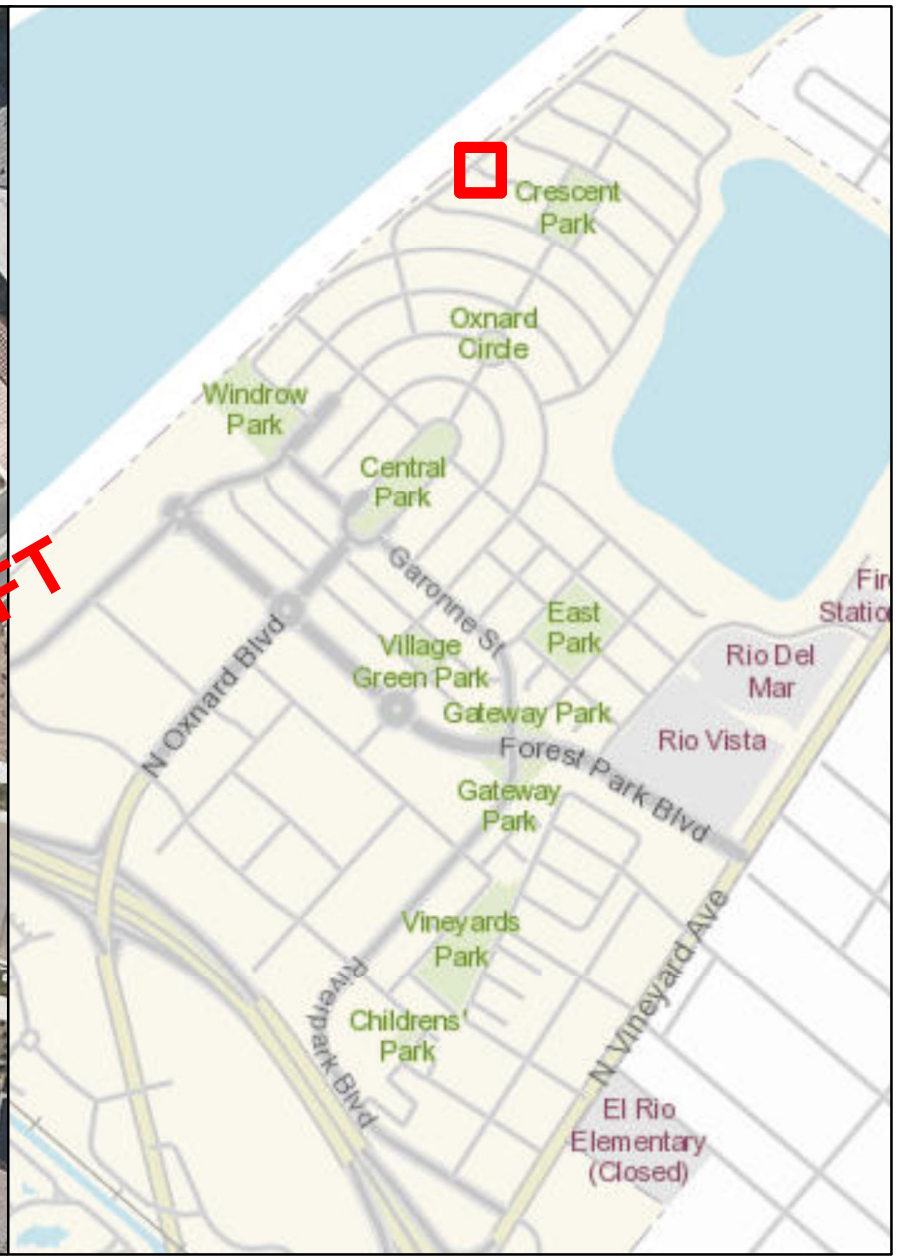
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 151





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

Legend

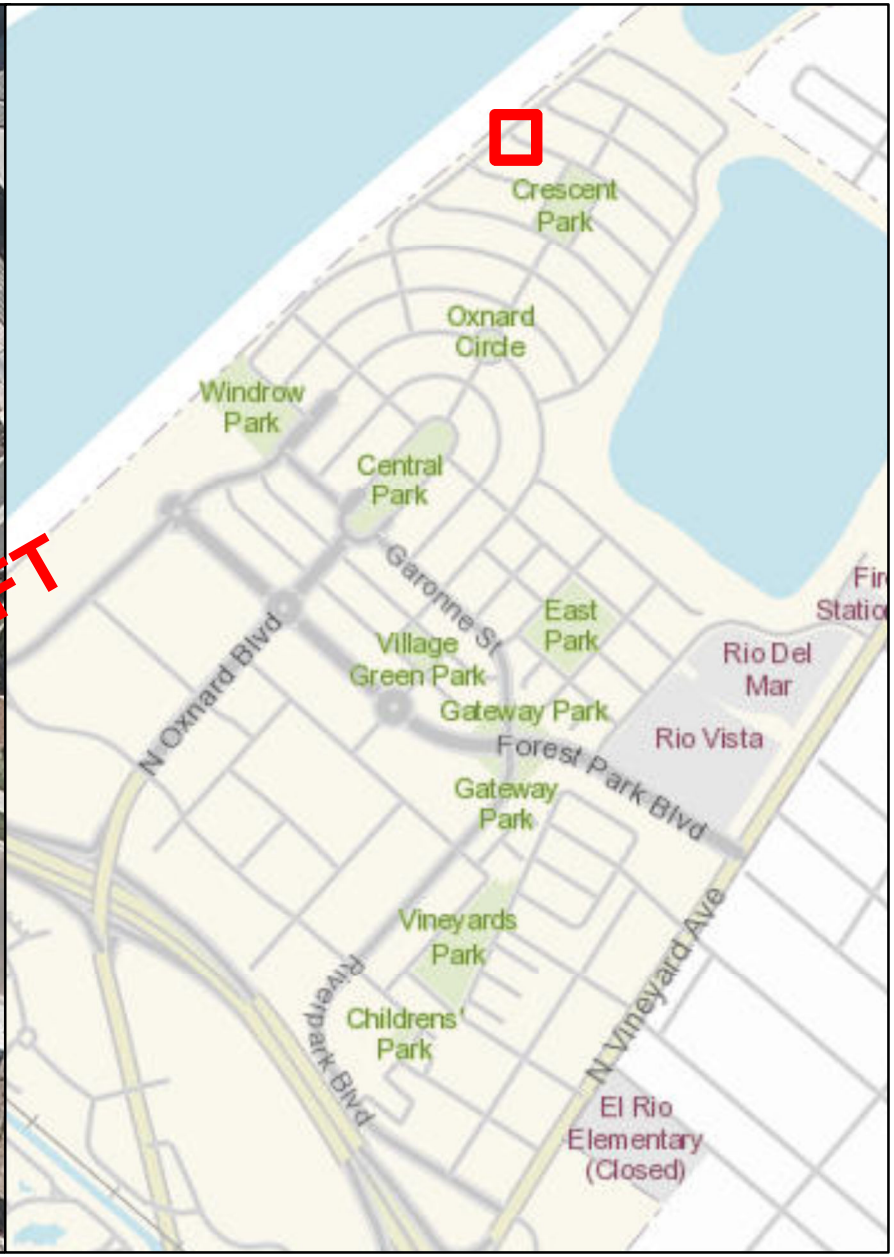
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 152





STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 23

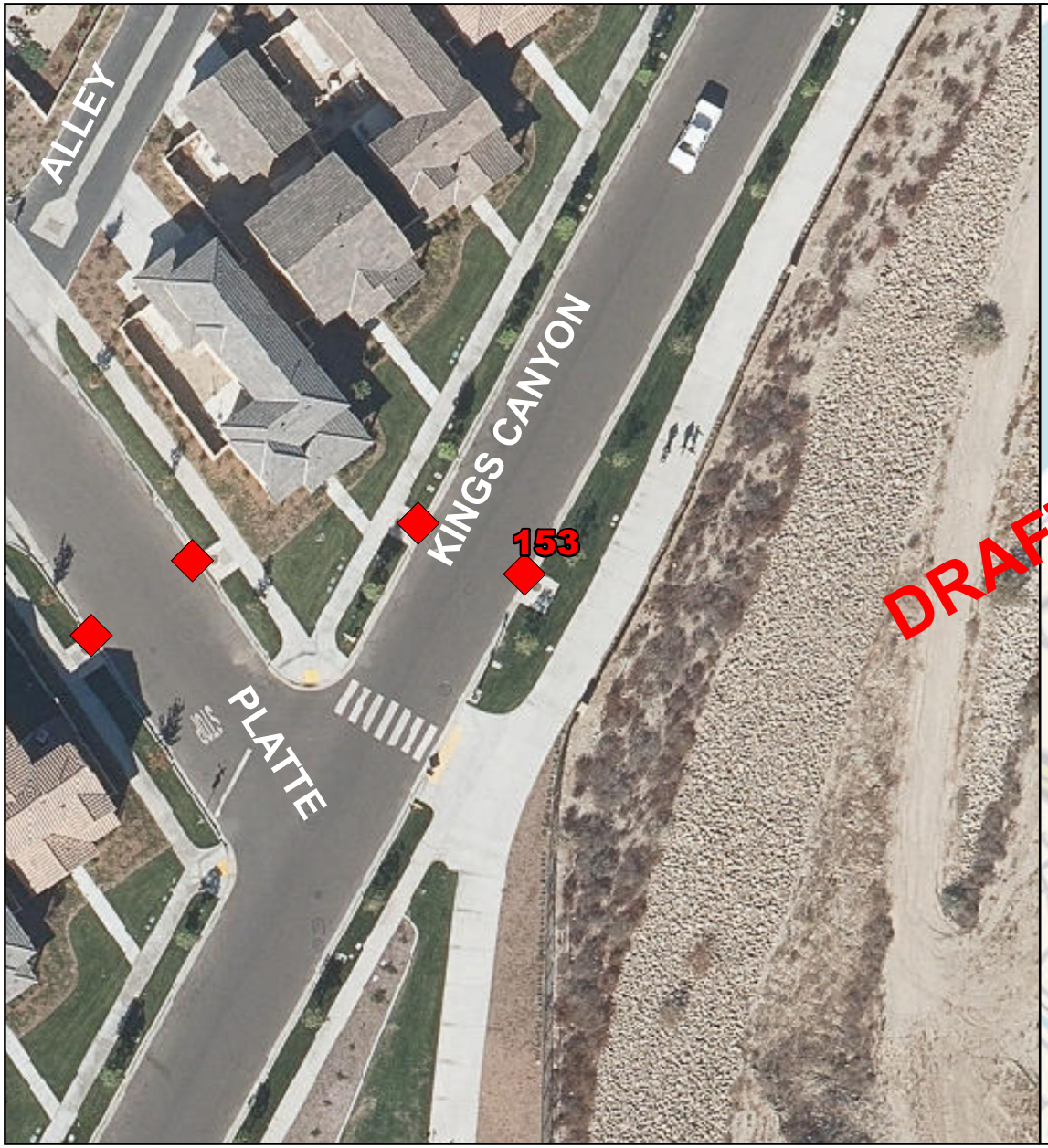
Legend

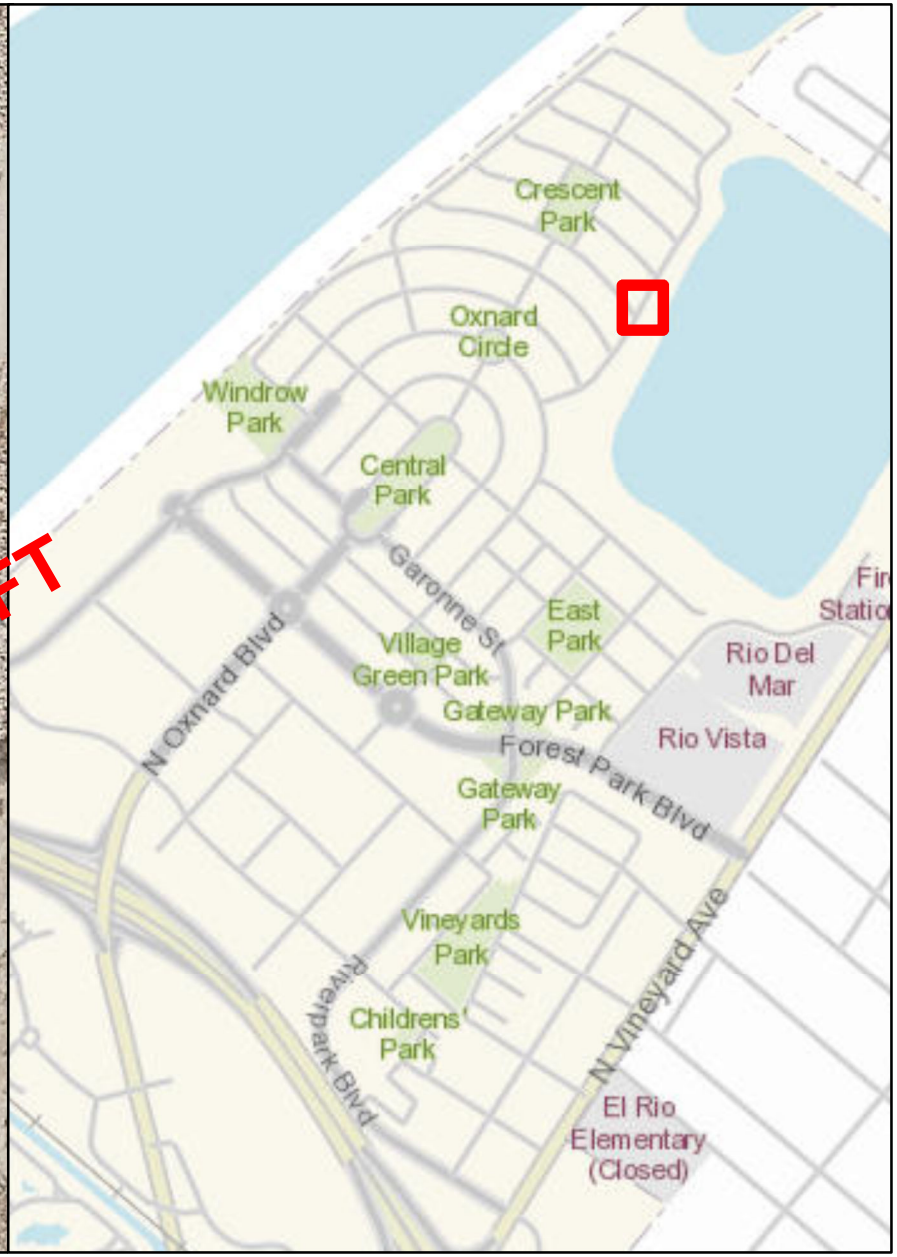
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 153





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

Legend

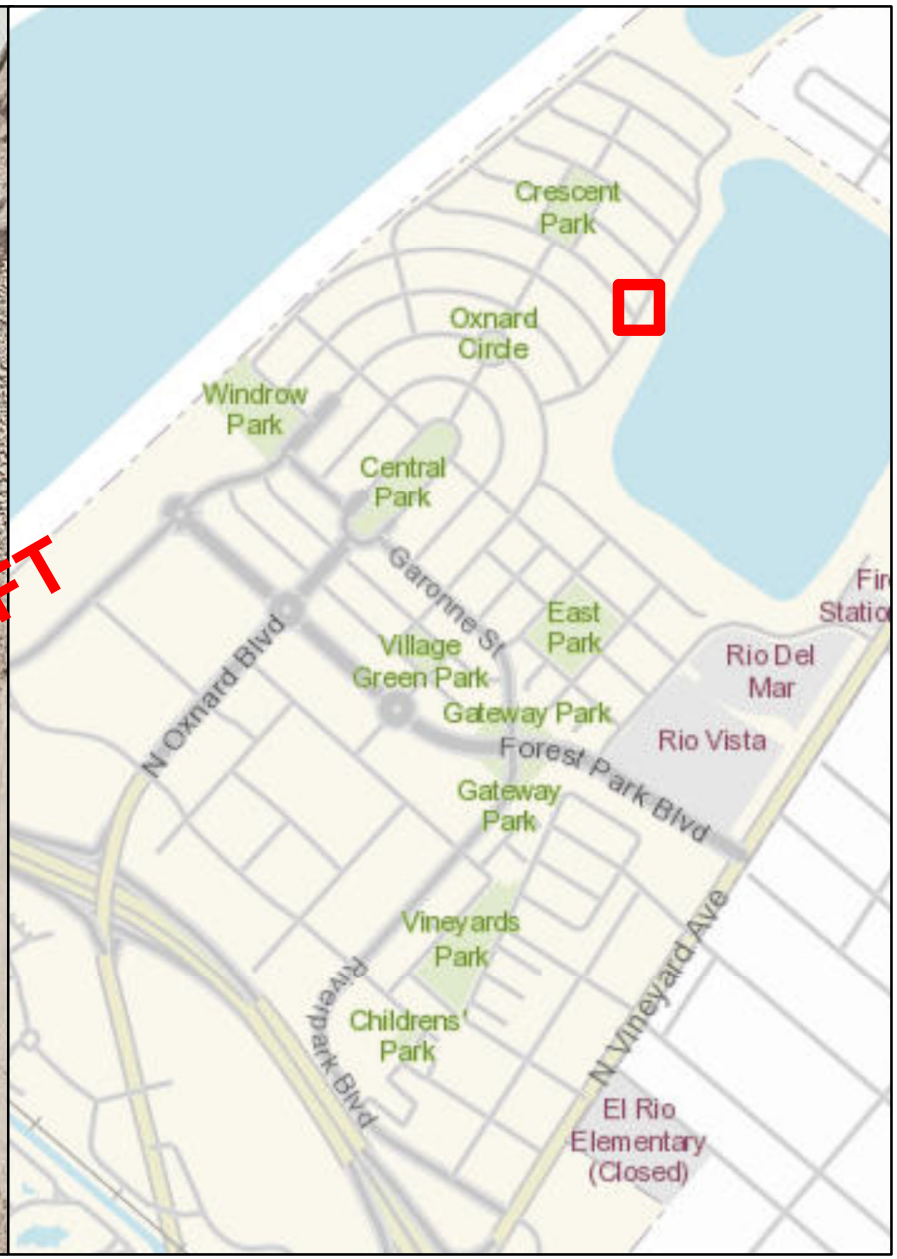
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 154





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is Unk

Legend

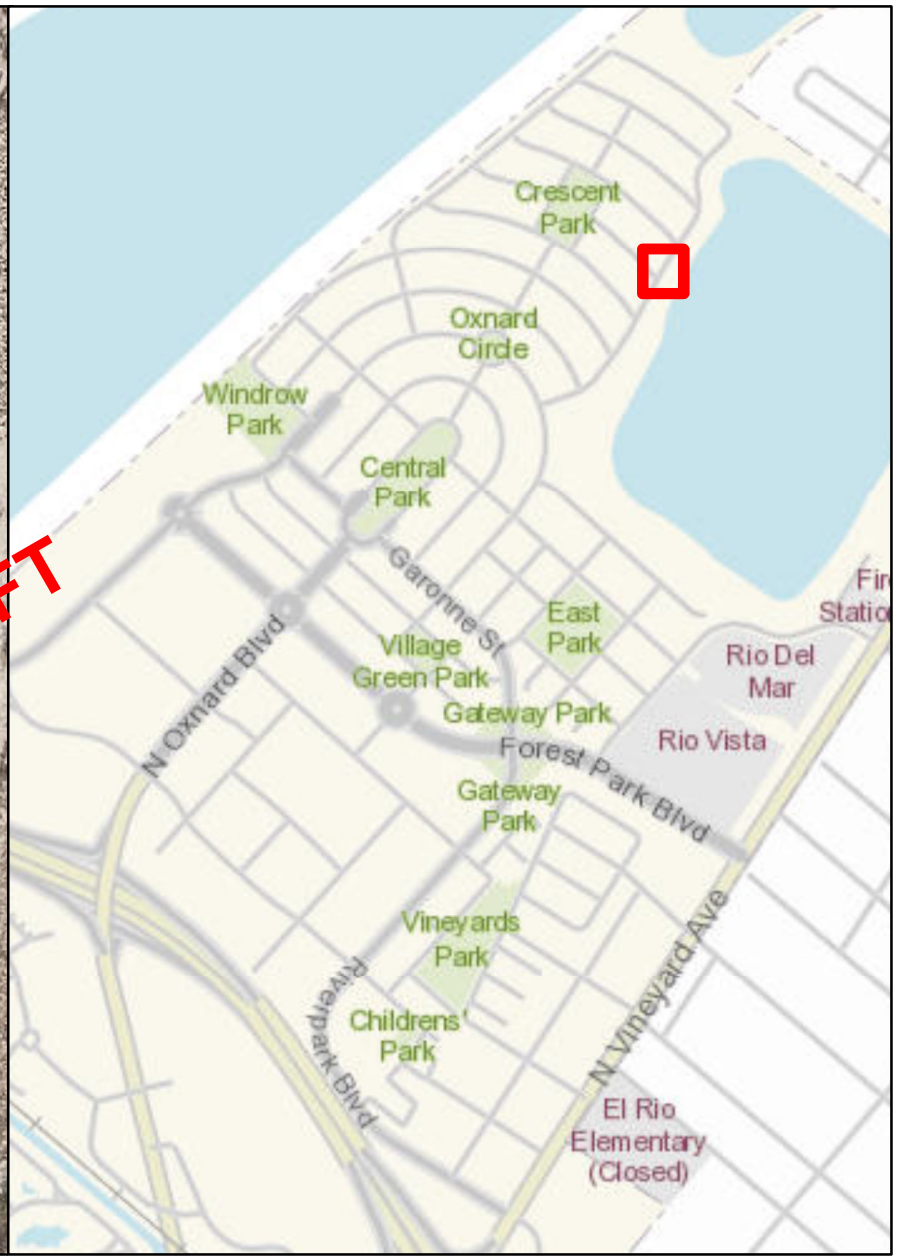
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 155





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

Legend

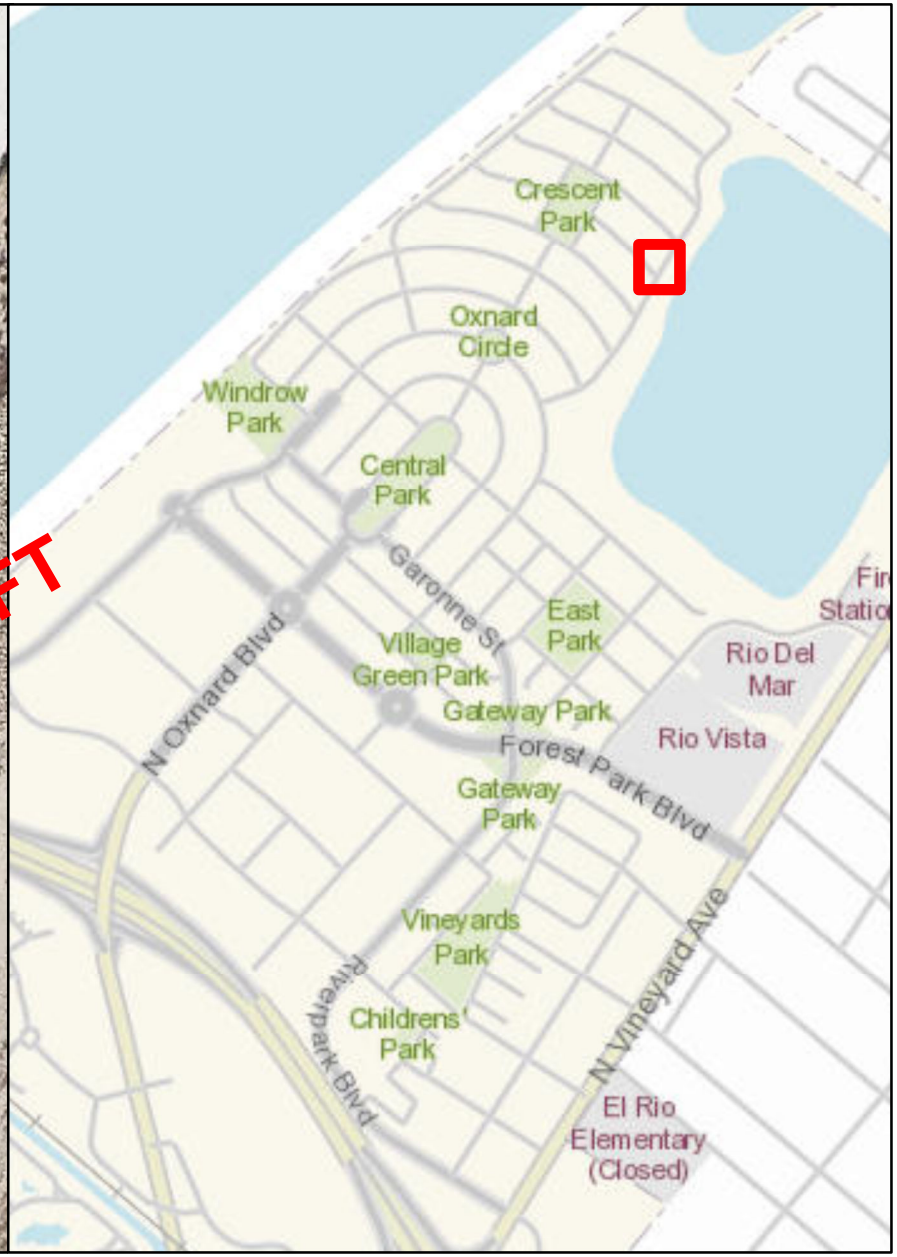
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 420

Filtration Unit No. 156





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is Unk

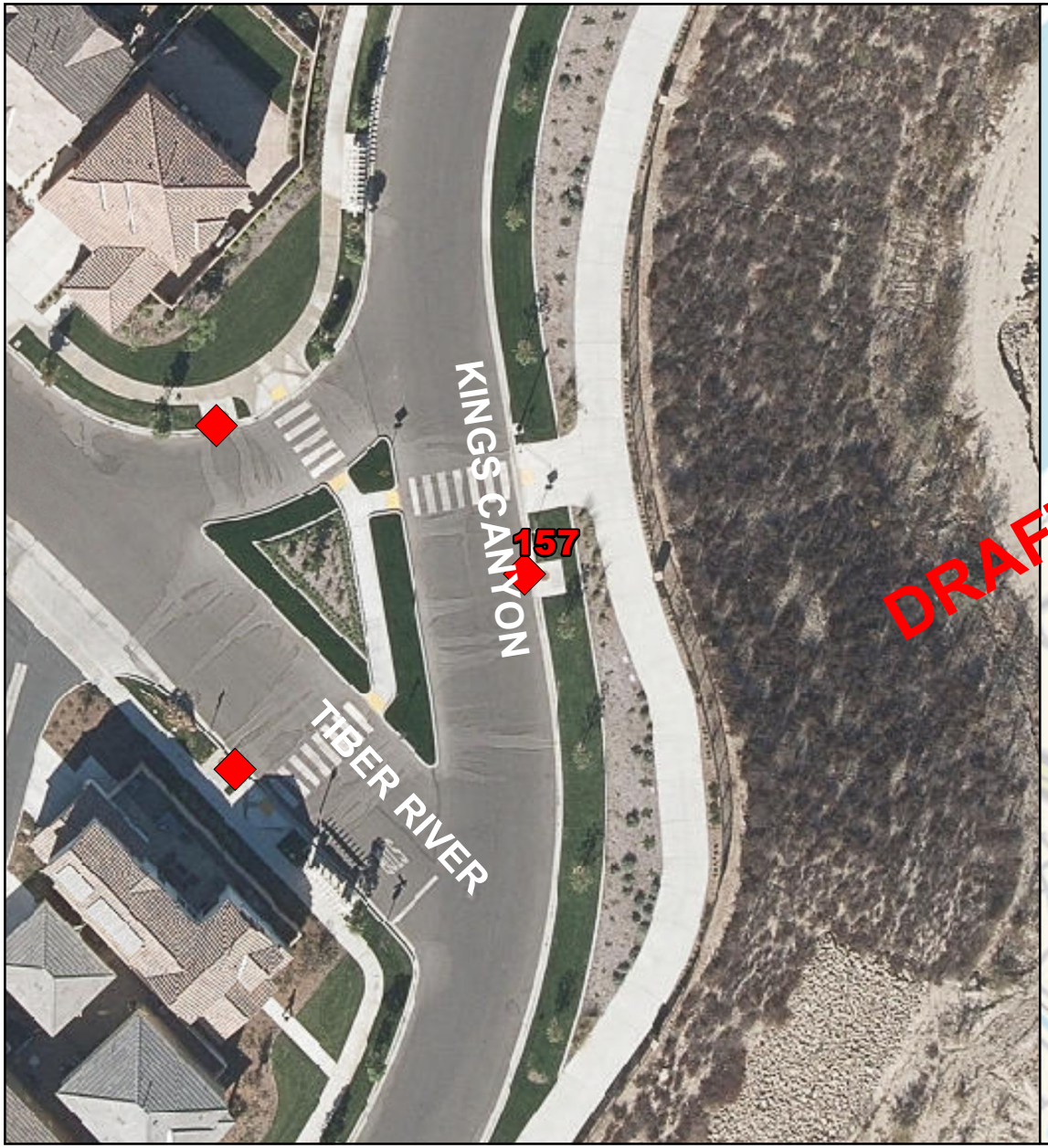
Legend

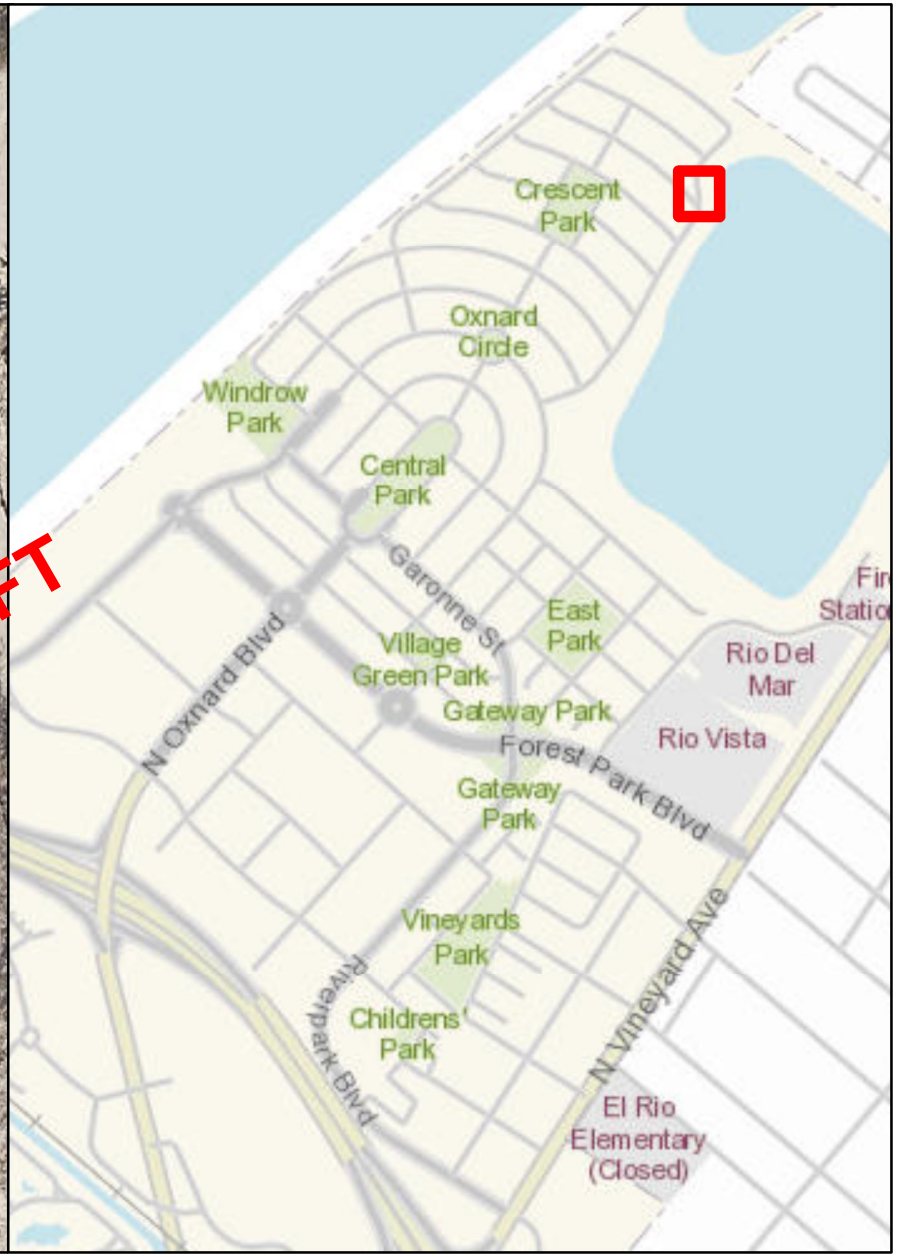
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 157





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

Legend

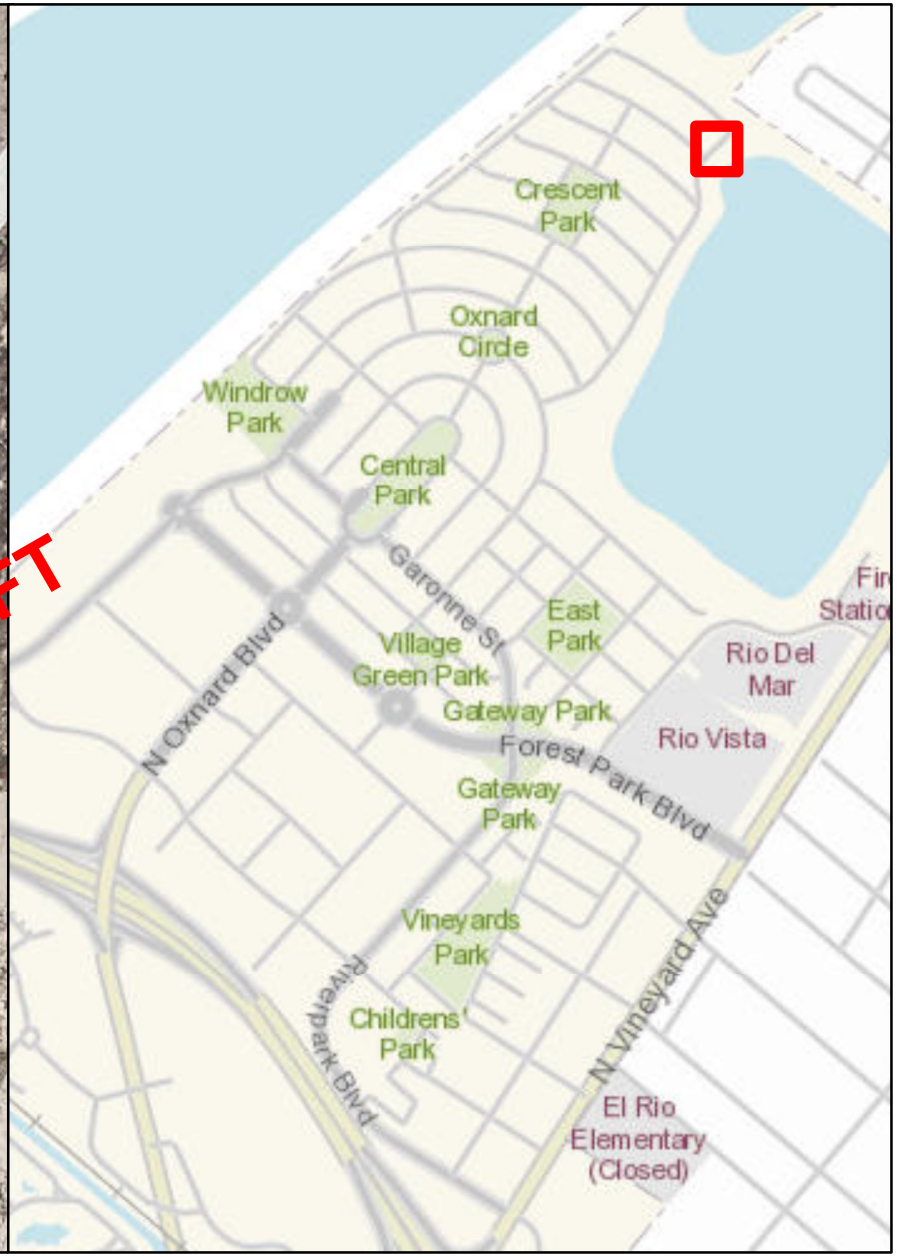
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 422

Filtration Unit No. 158





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

Legend

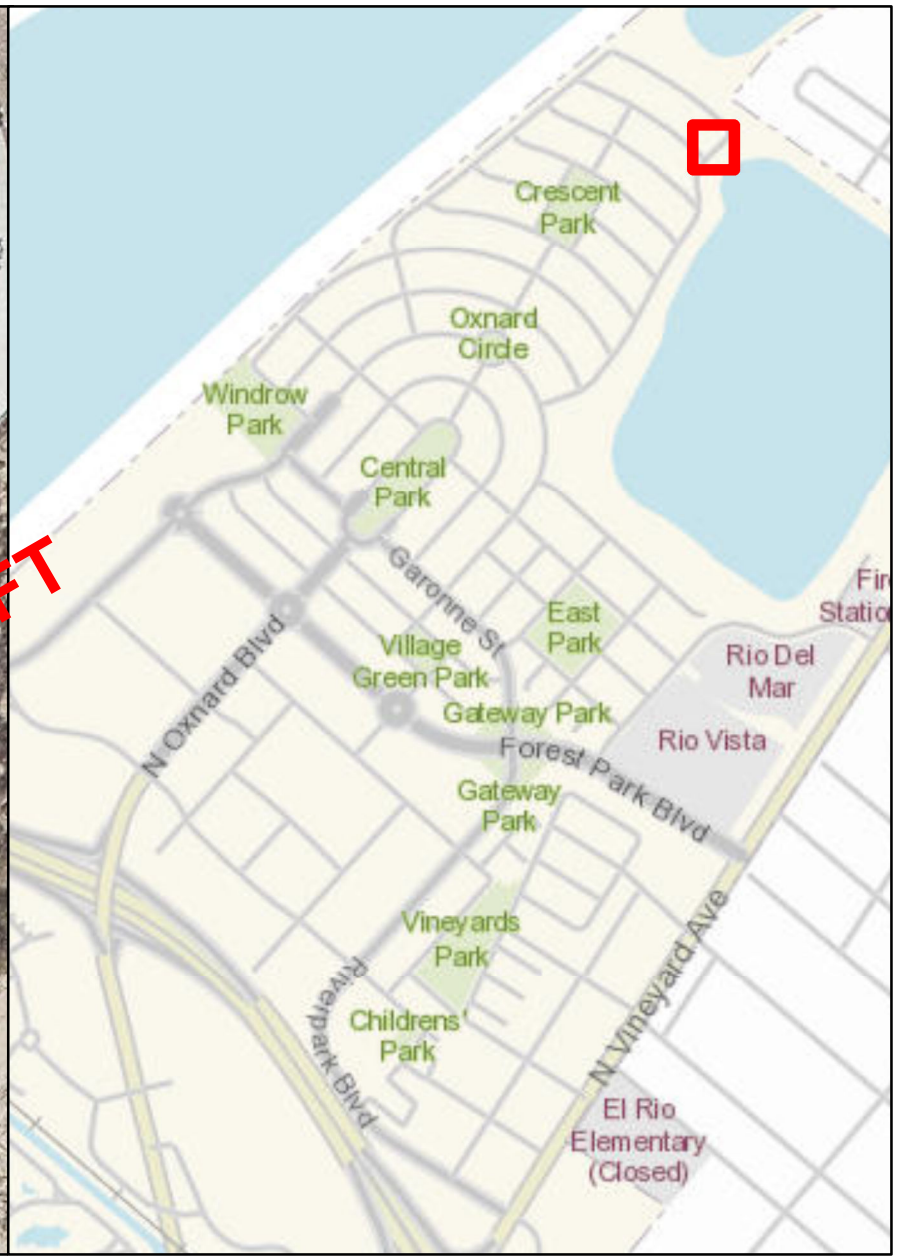
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 423

Filtration Unit No. 159





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is Unk

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 160





STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 17

Legend

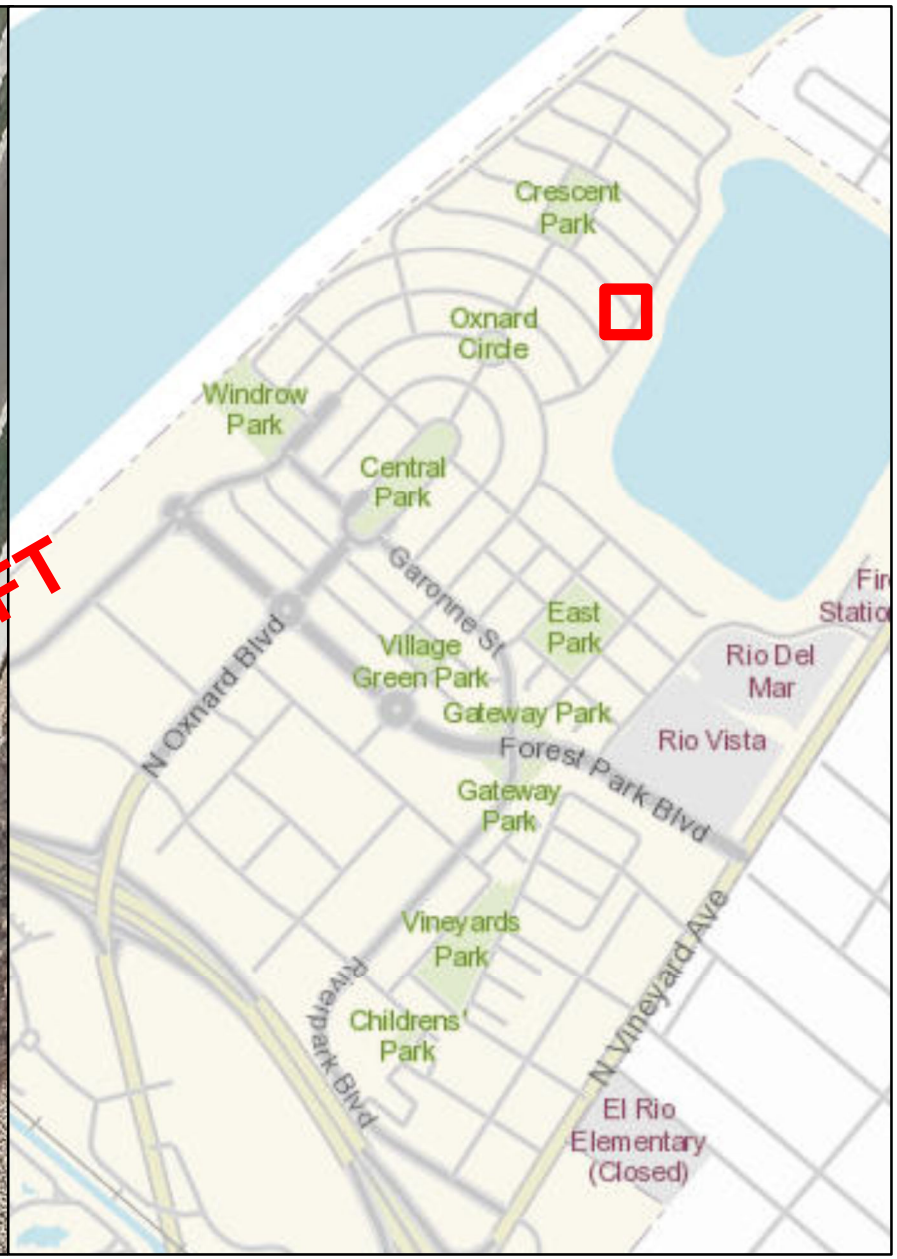
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 161





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

Legend

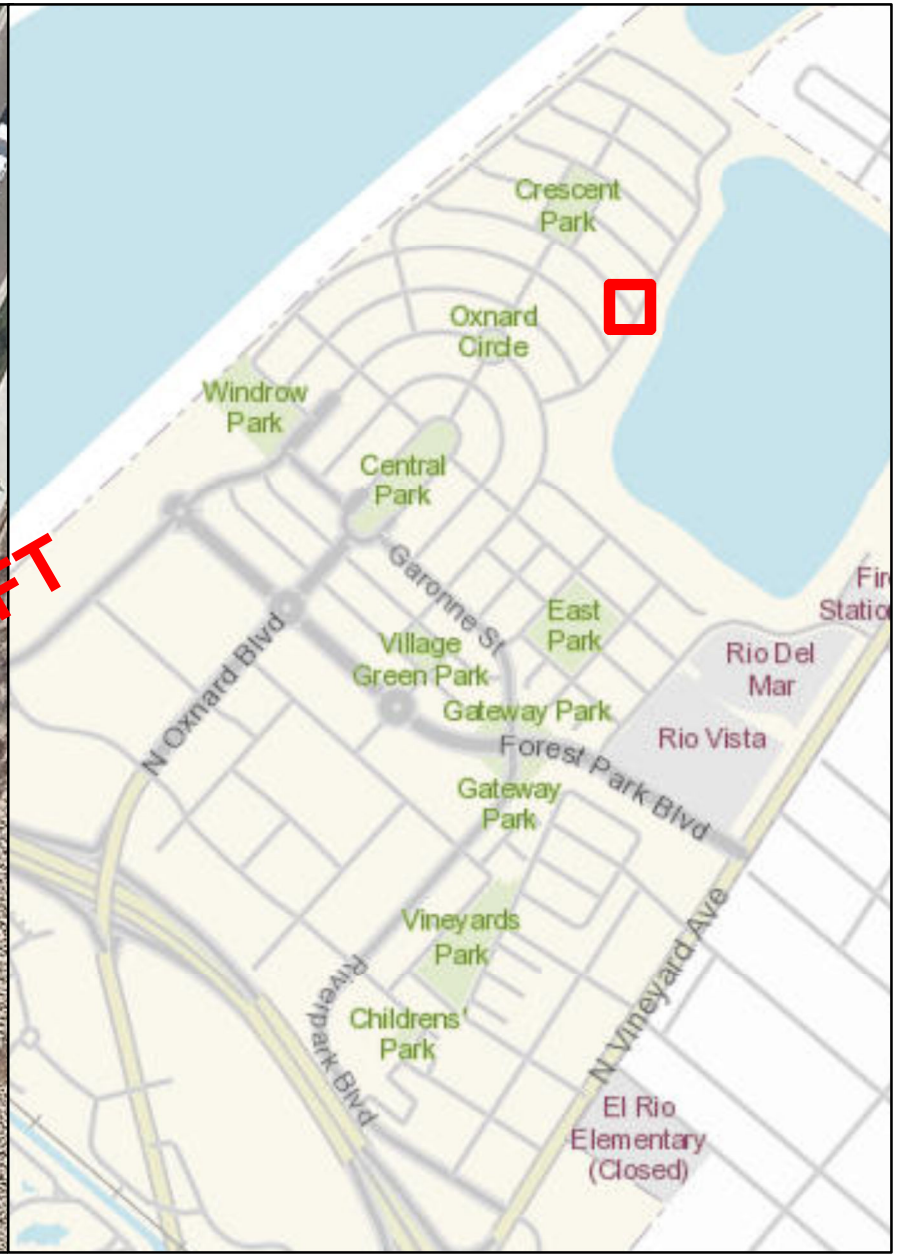
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 162





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

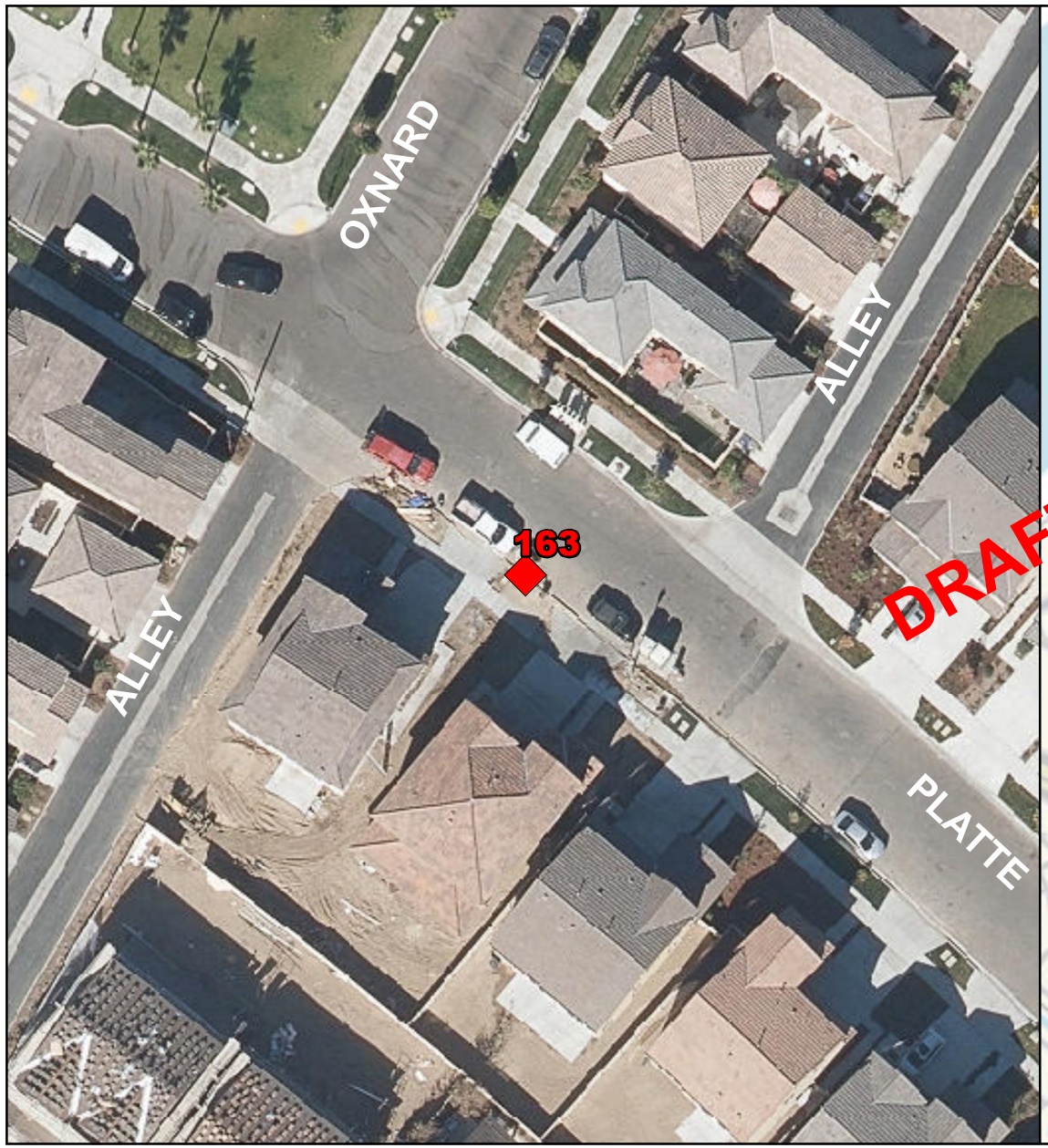
Legend

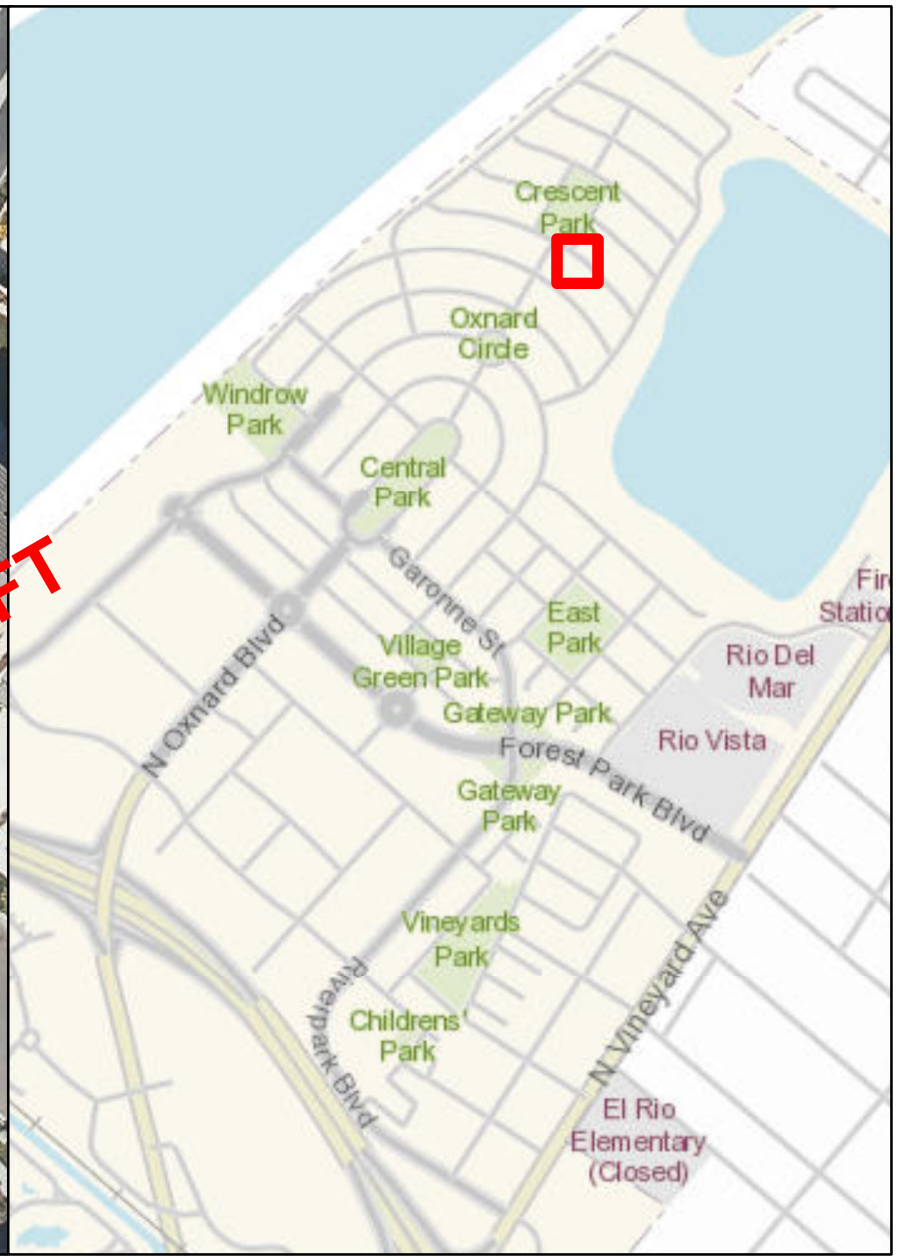
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 163





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 11

Legend

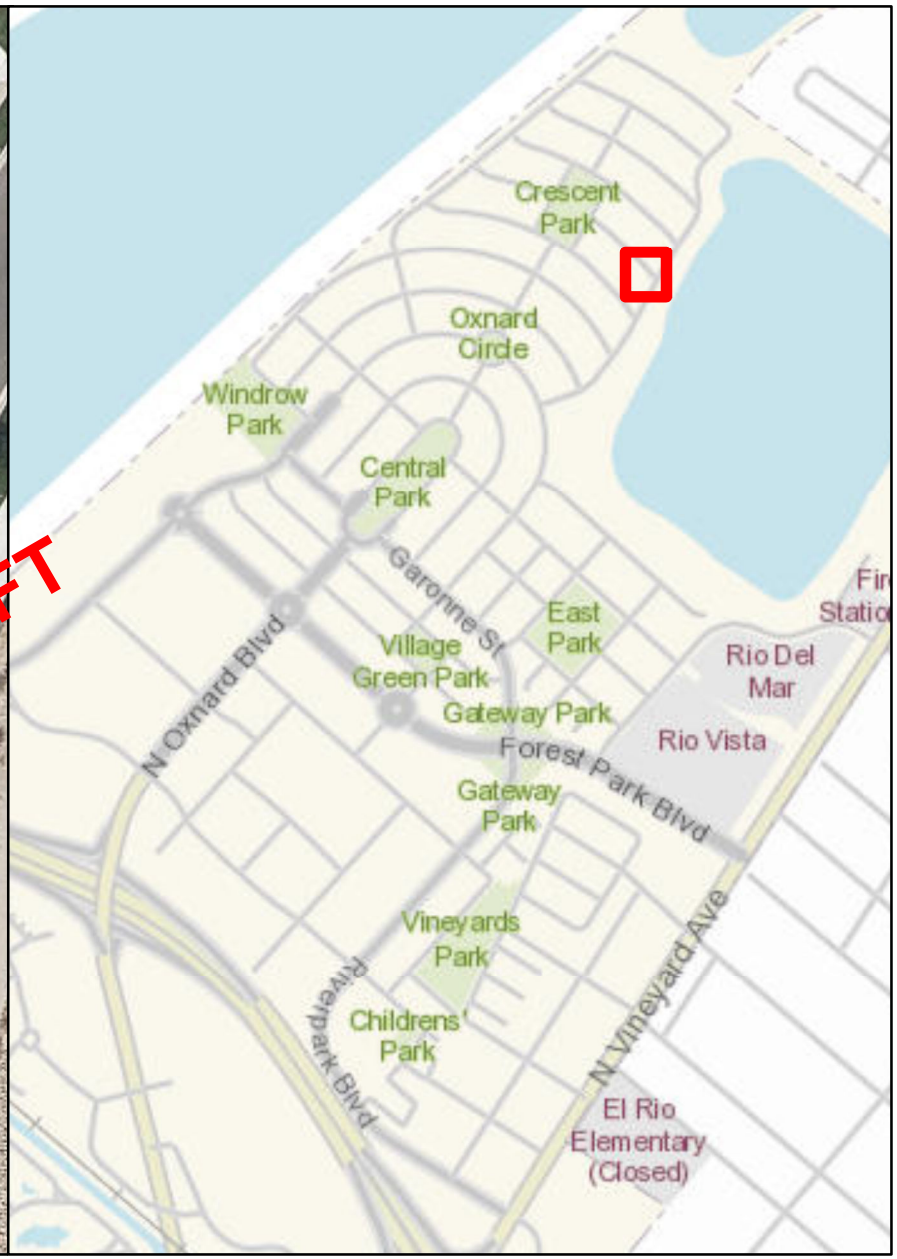
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 164





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 4

Legend

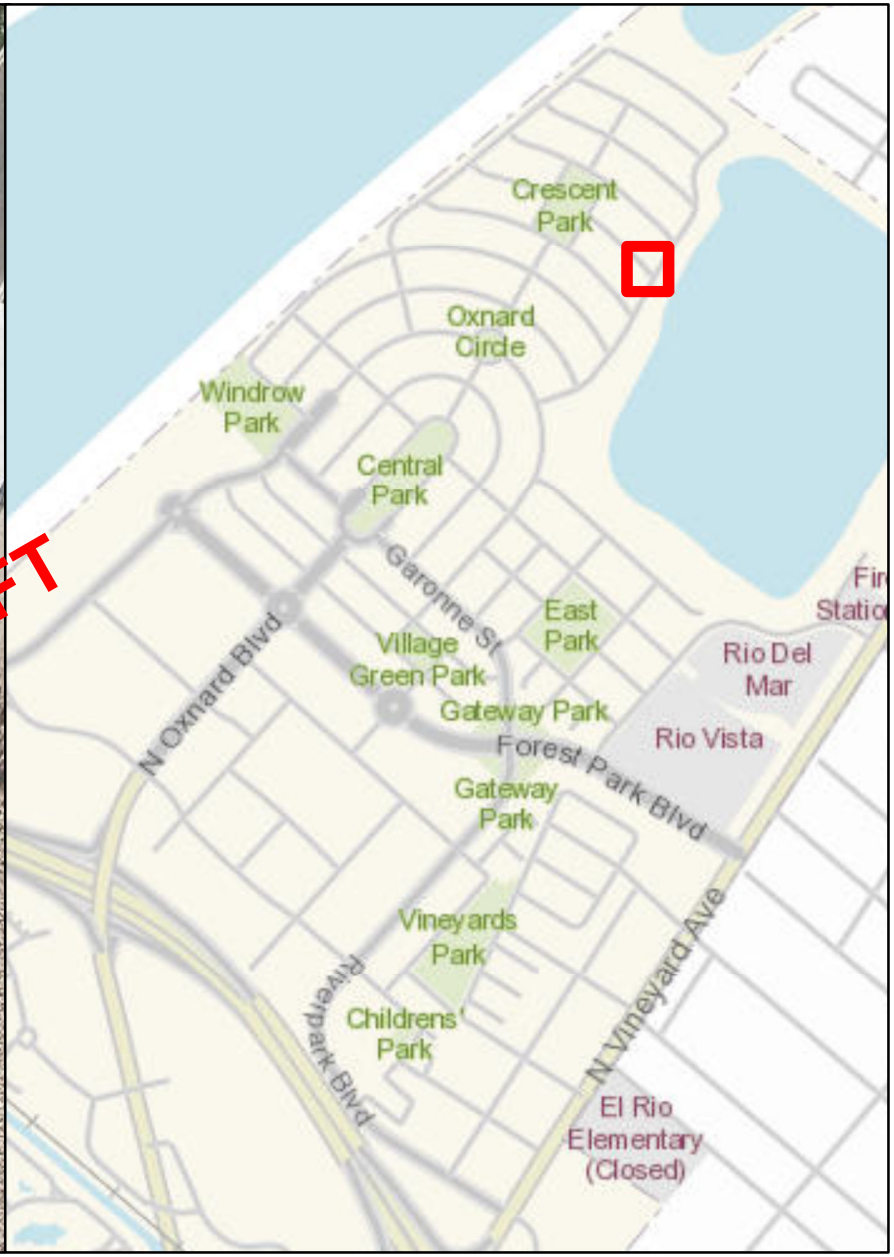
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 429

Filtration Unit No. 165





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

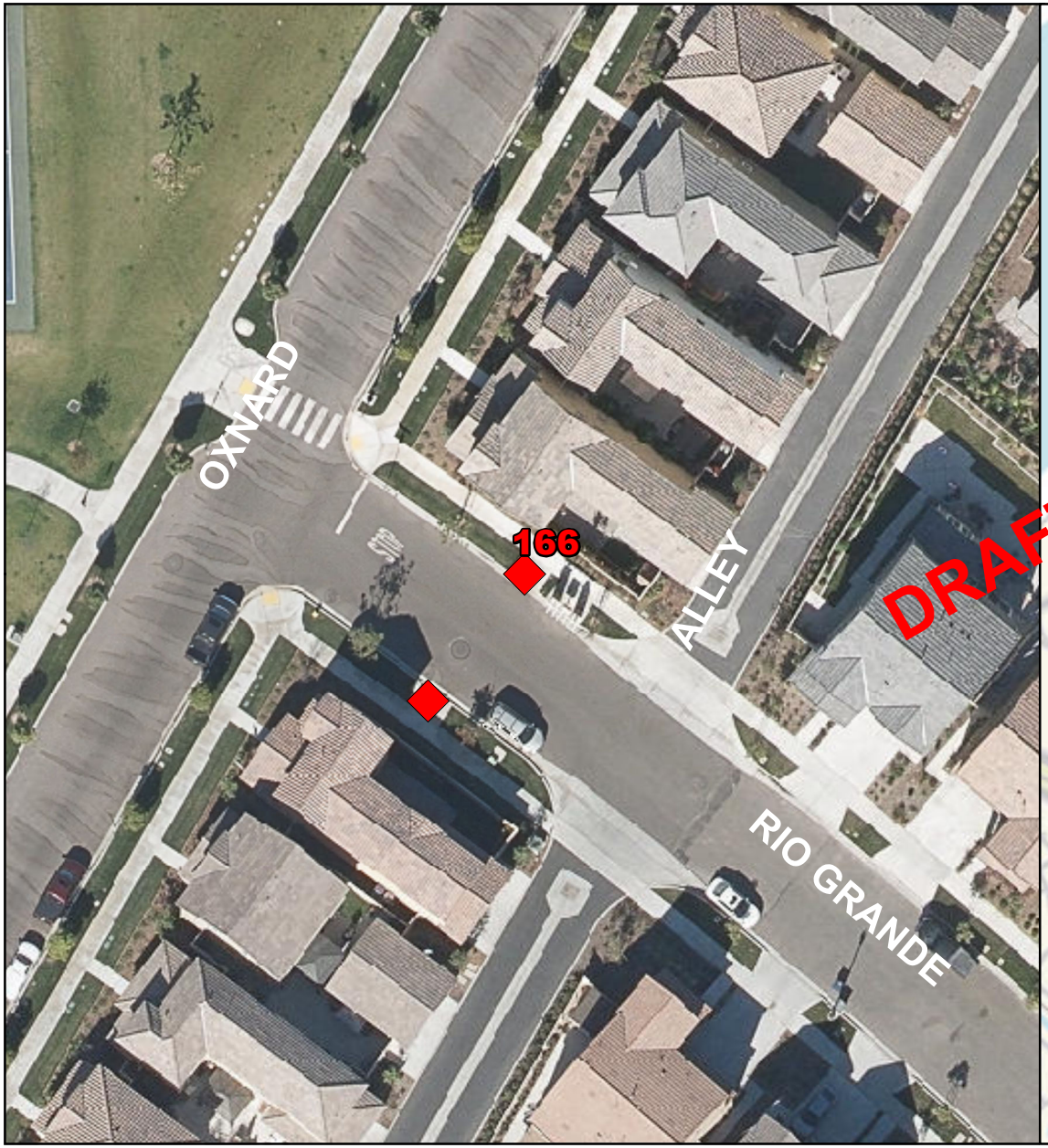
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 166





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

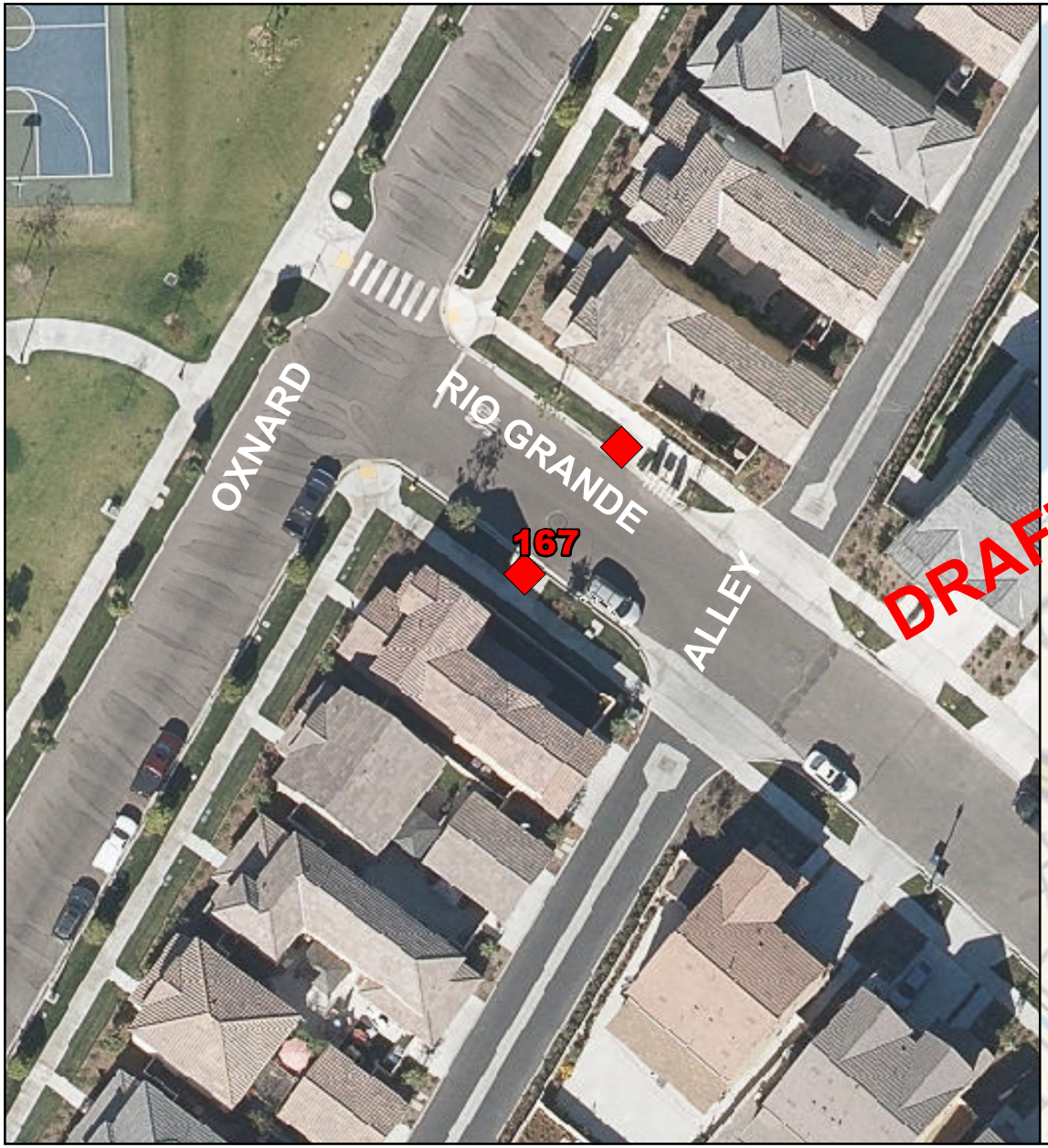
Legend

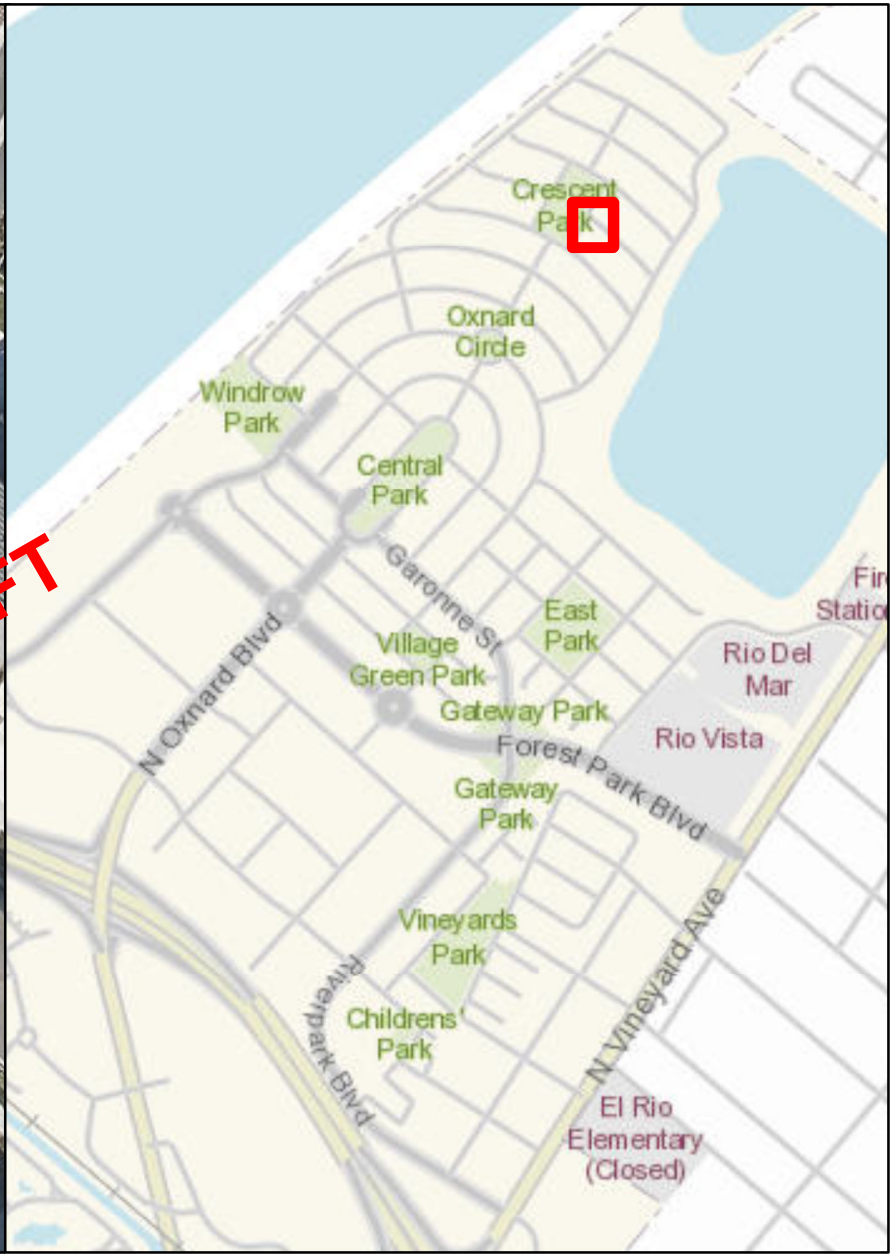
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 167





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

Legend

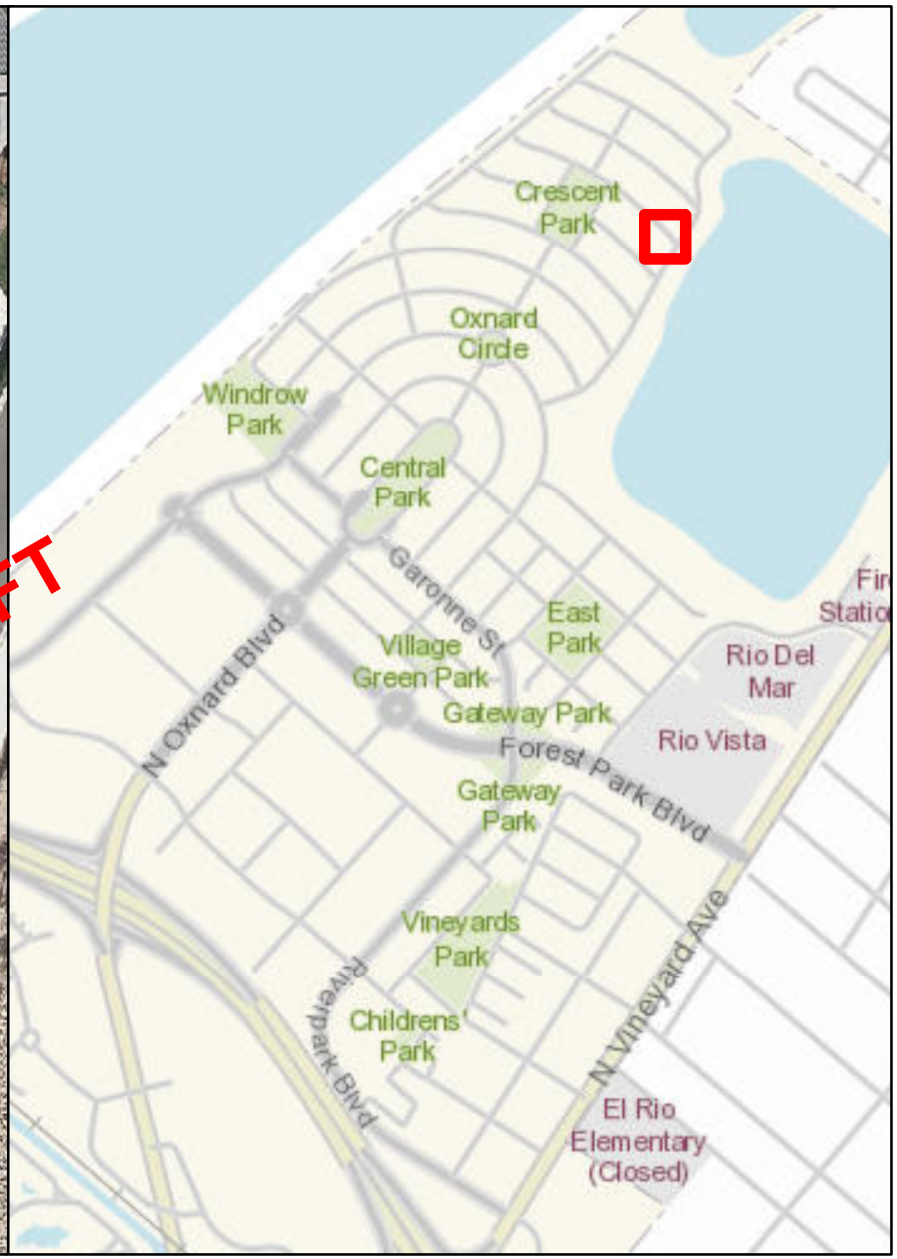
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 168





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

Legend

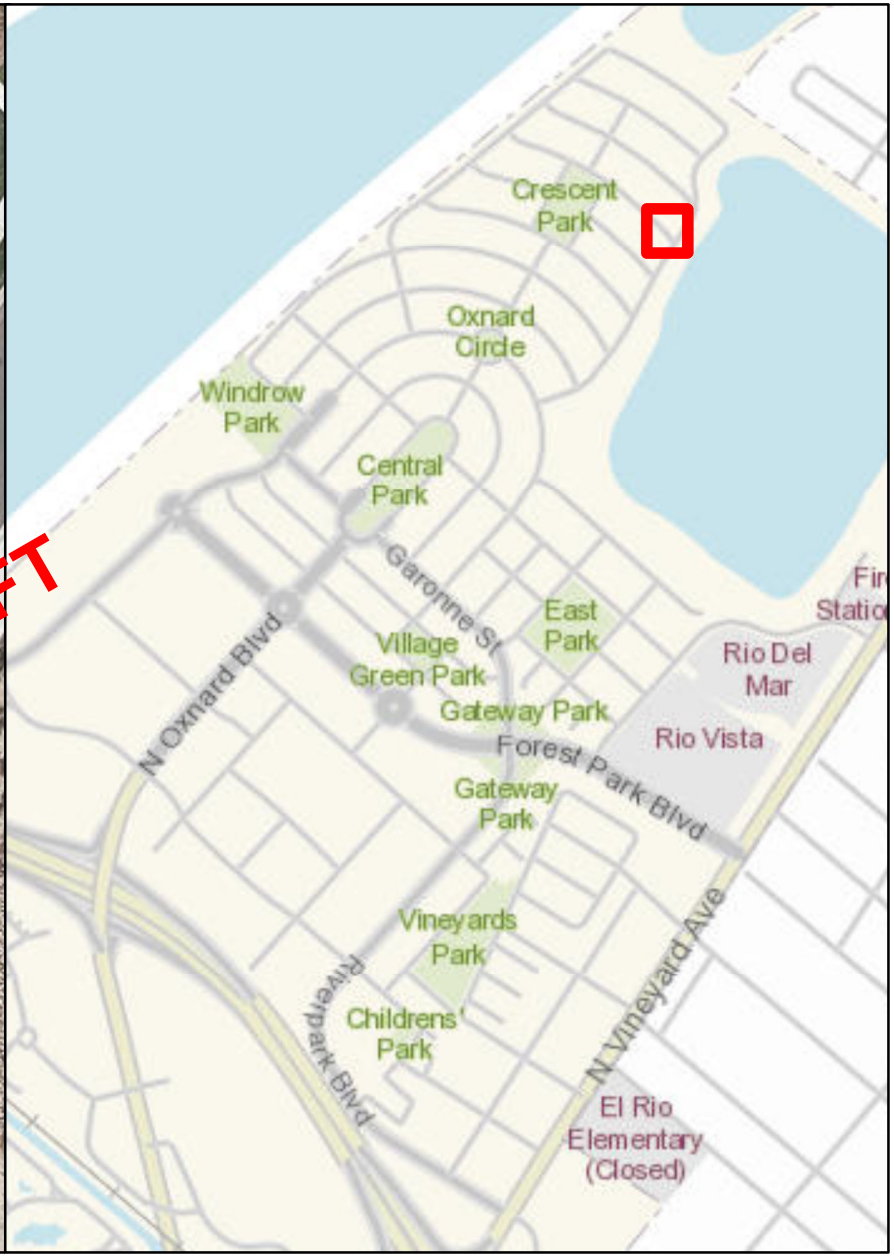
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 169





STORMFILTER CATCHBASIN - 8'X16"

Number of Cartridges is 21

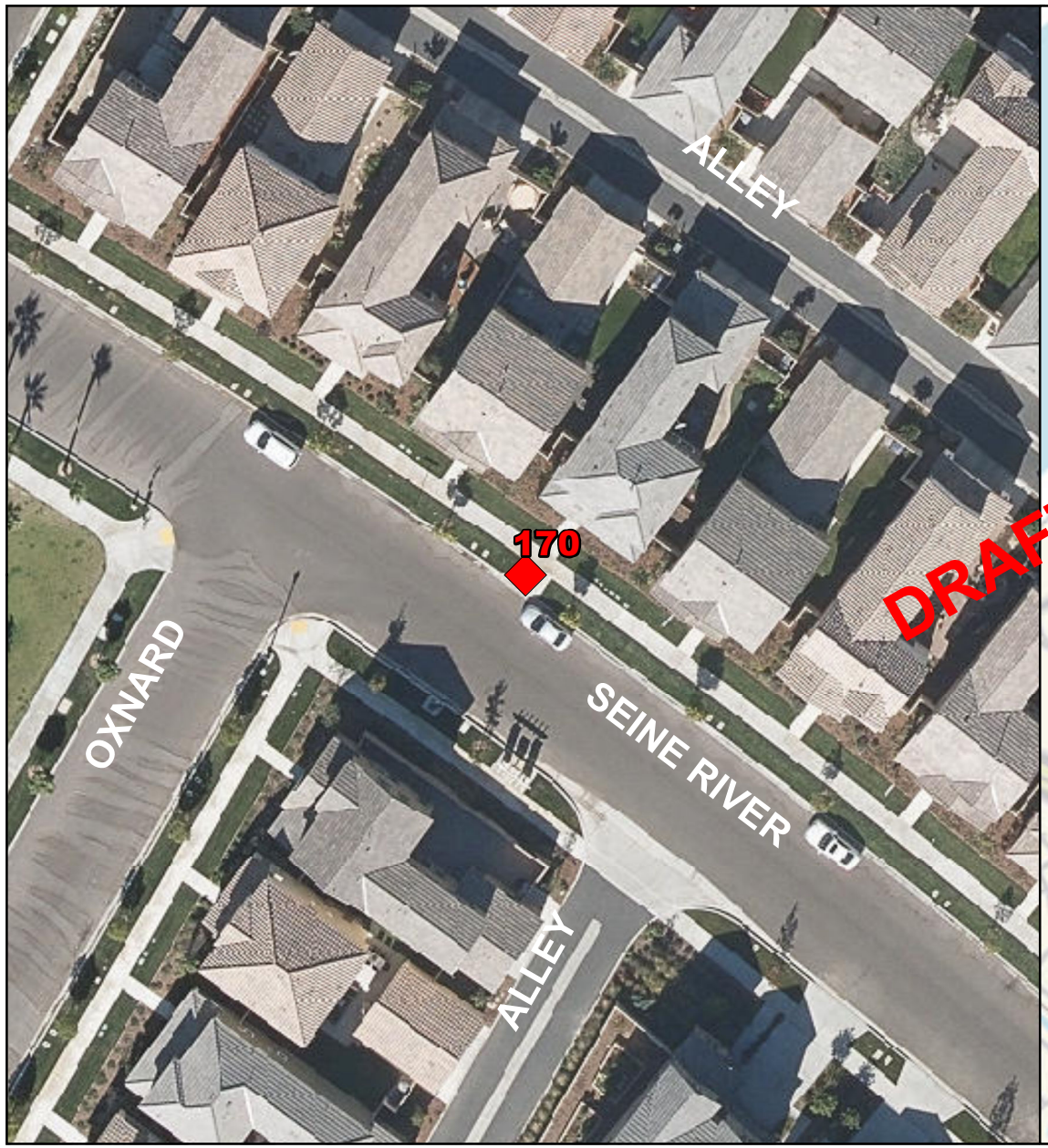
Legend

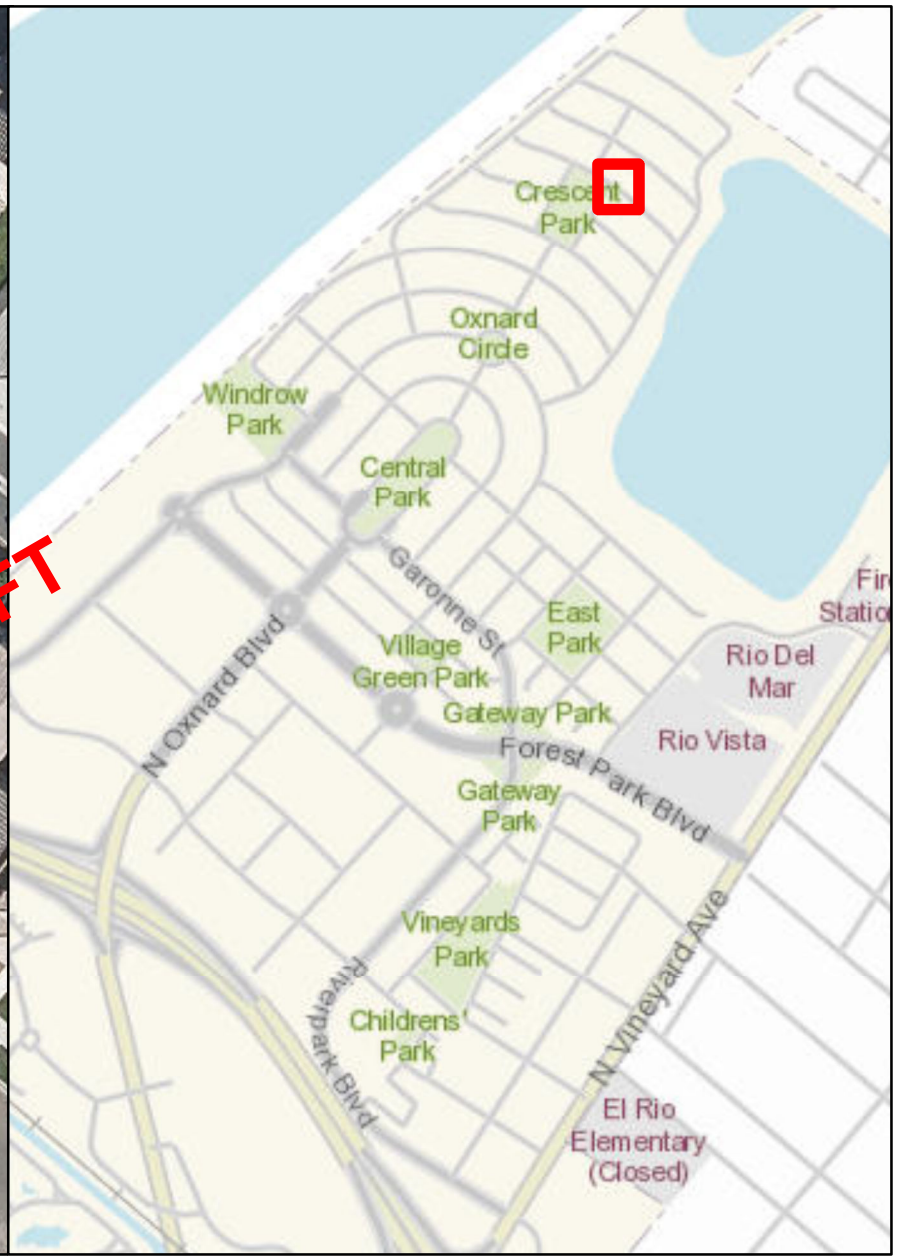
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 170





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

Legend

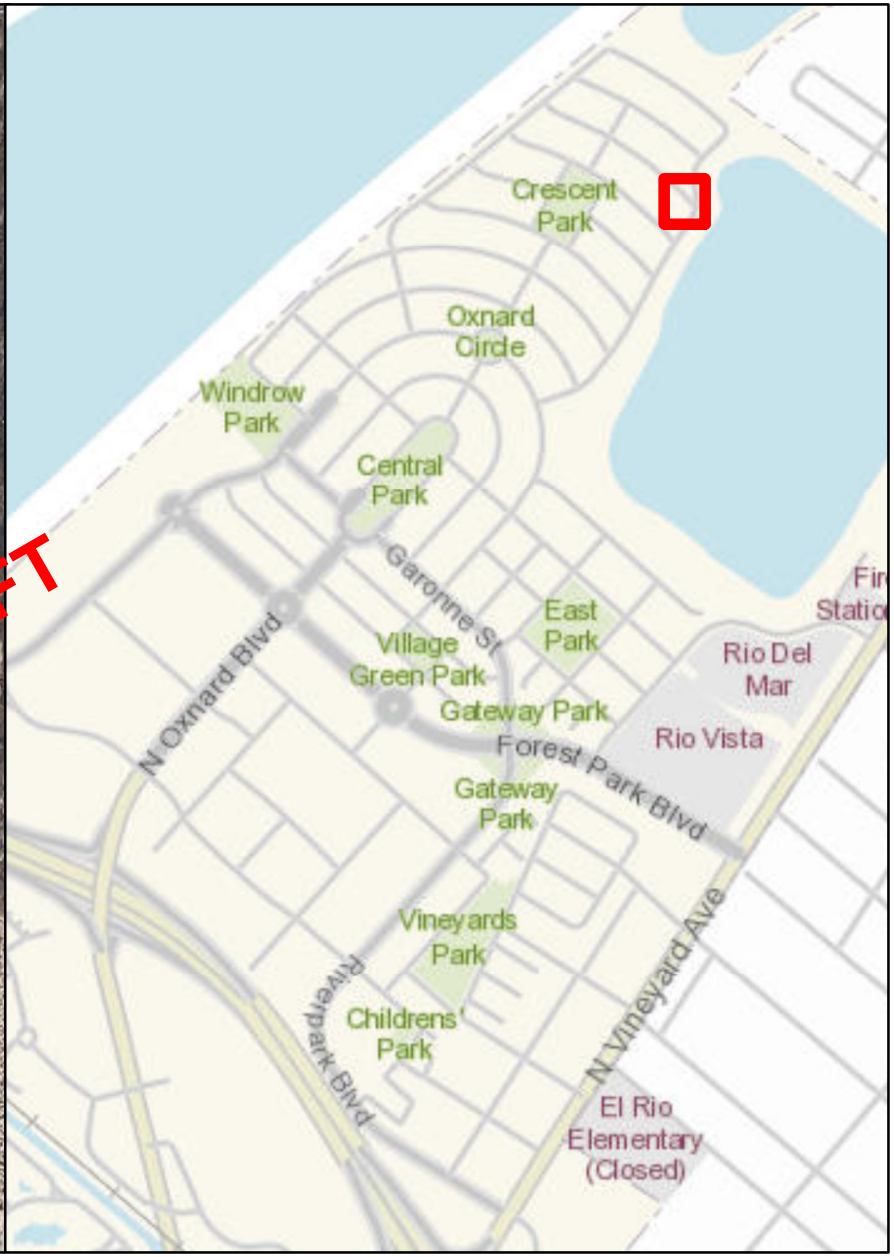
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 171





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

Legend

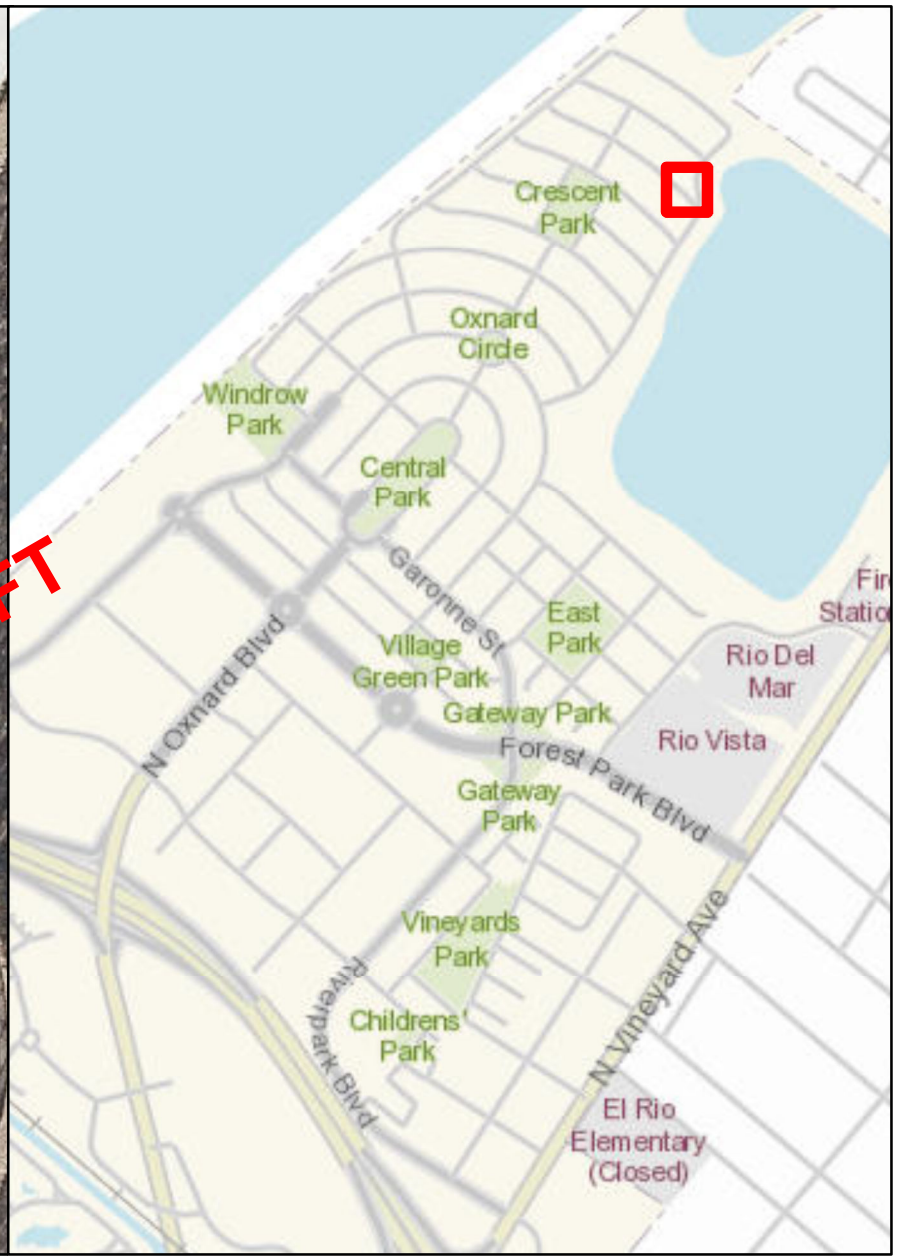
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 172





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

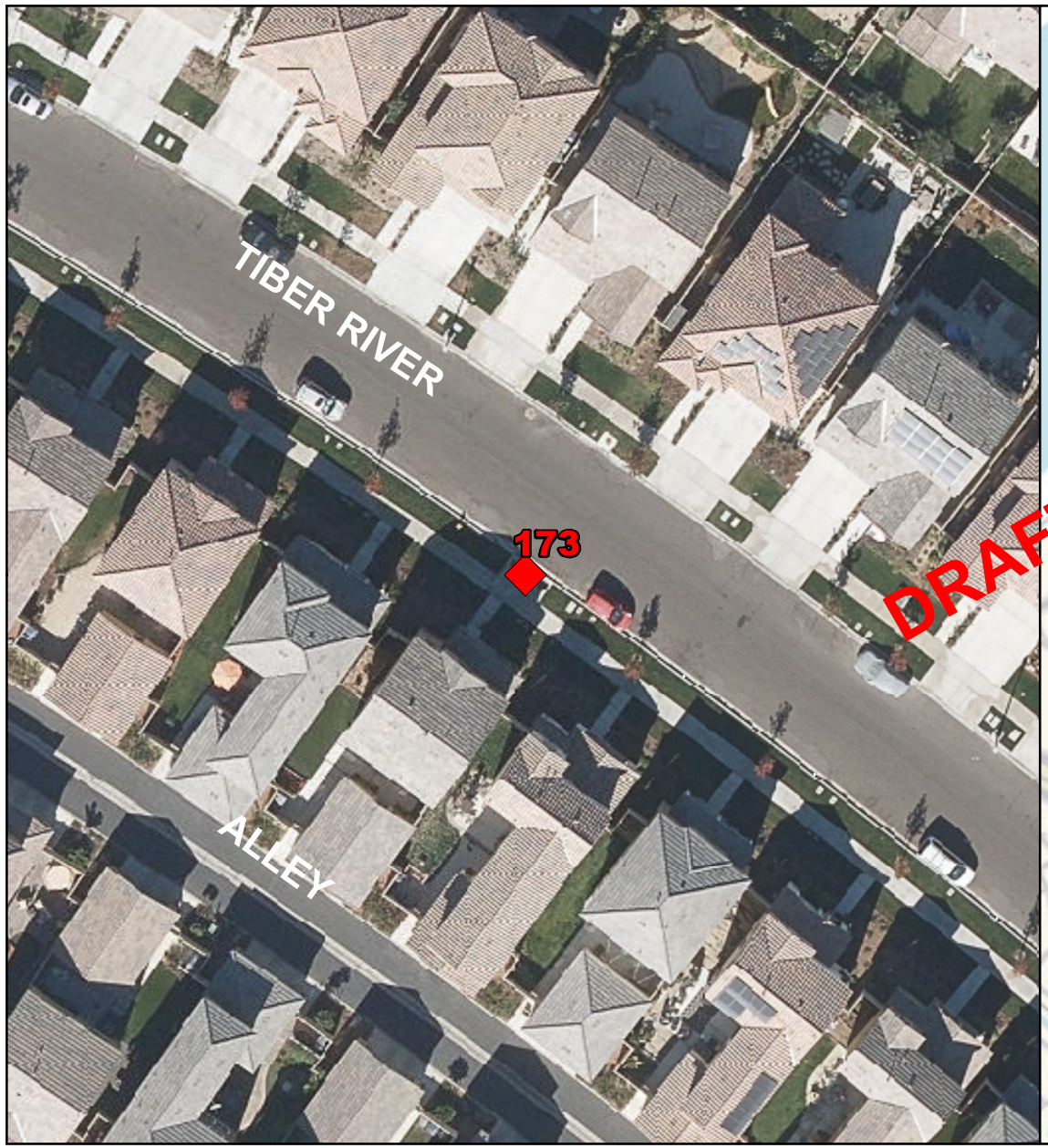
Legend

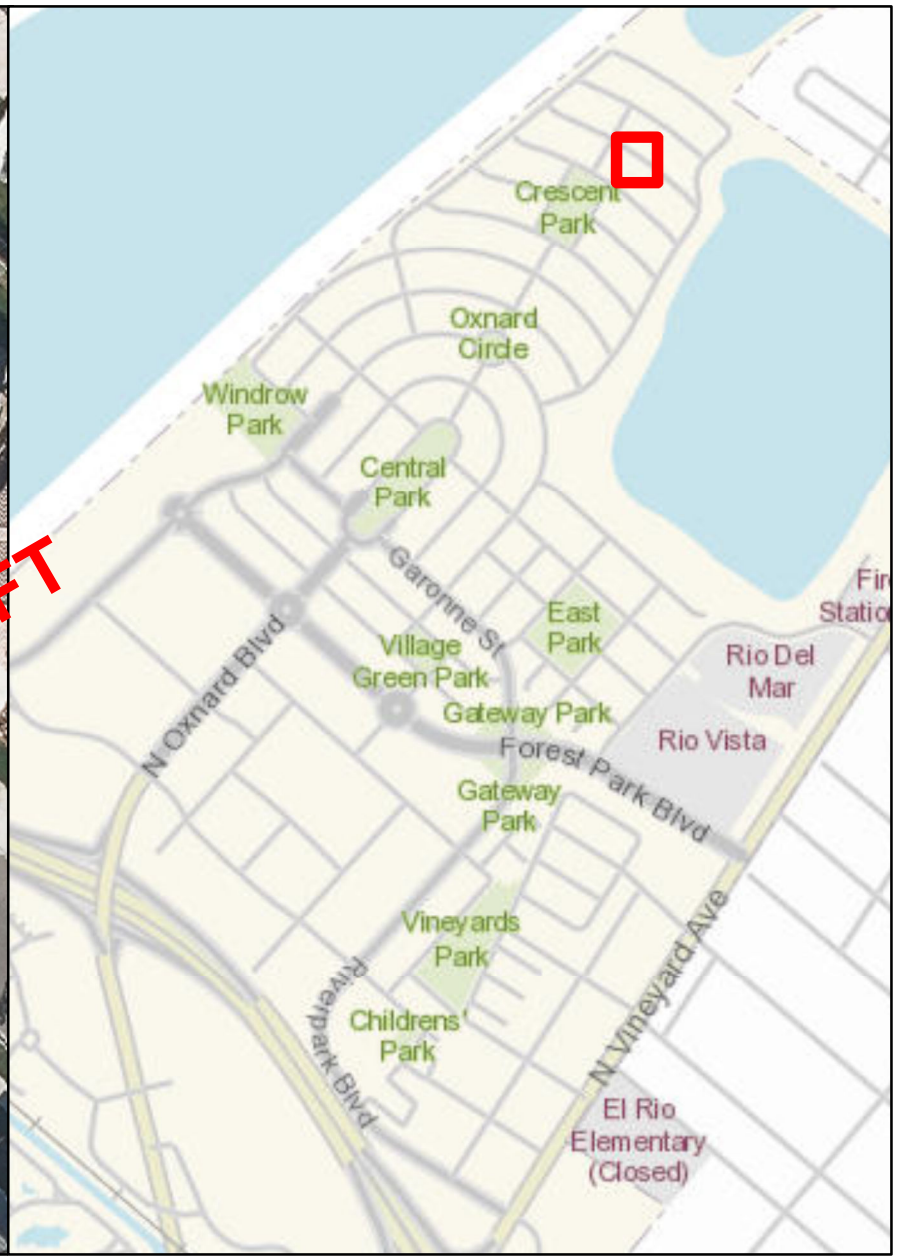
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 437

Filtration Unit No. 173





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

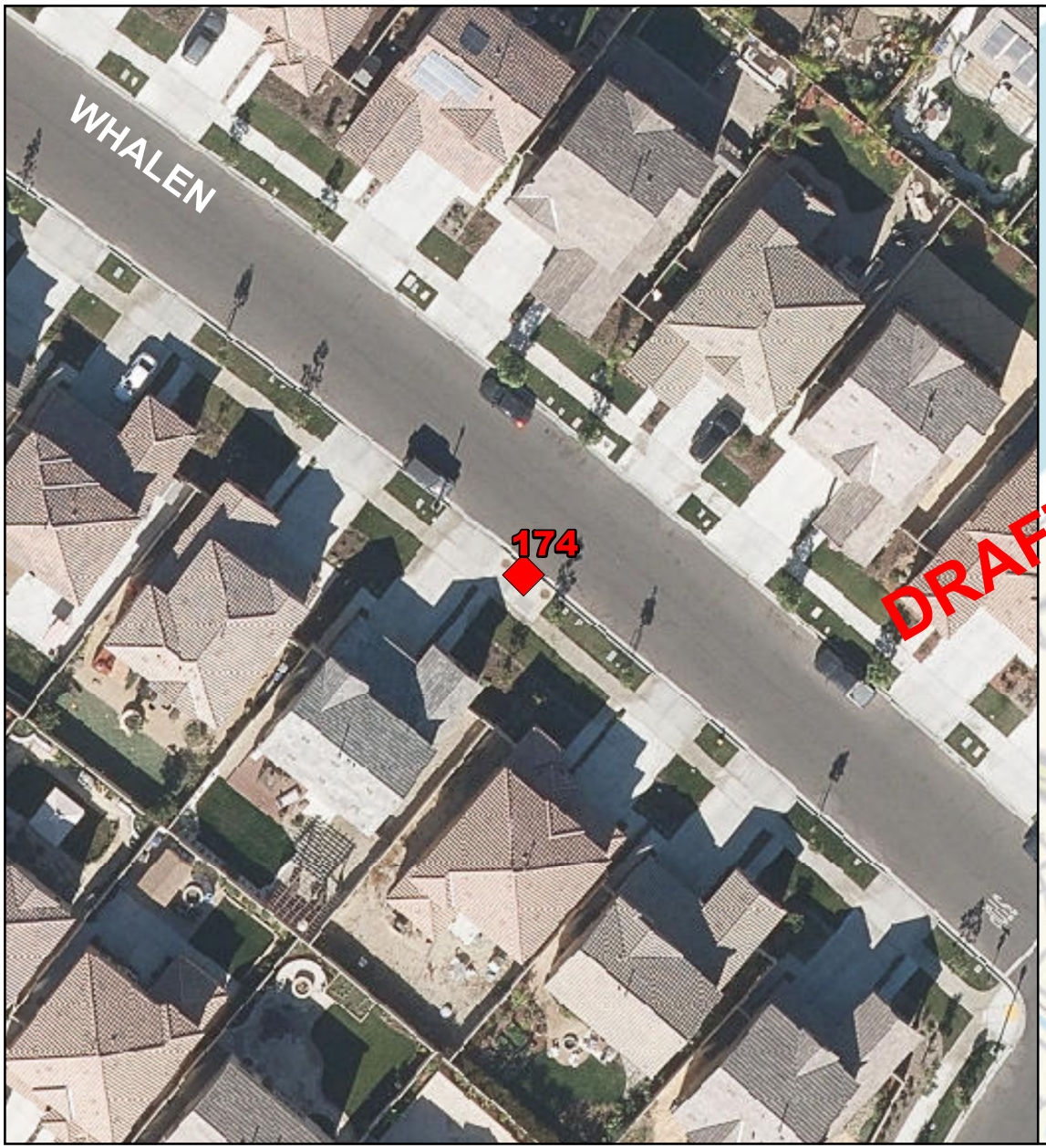
Legend

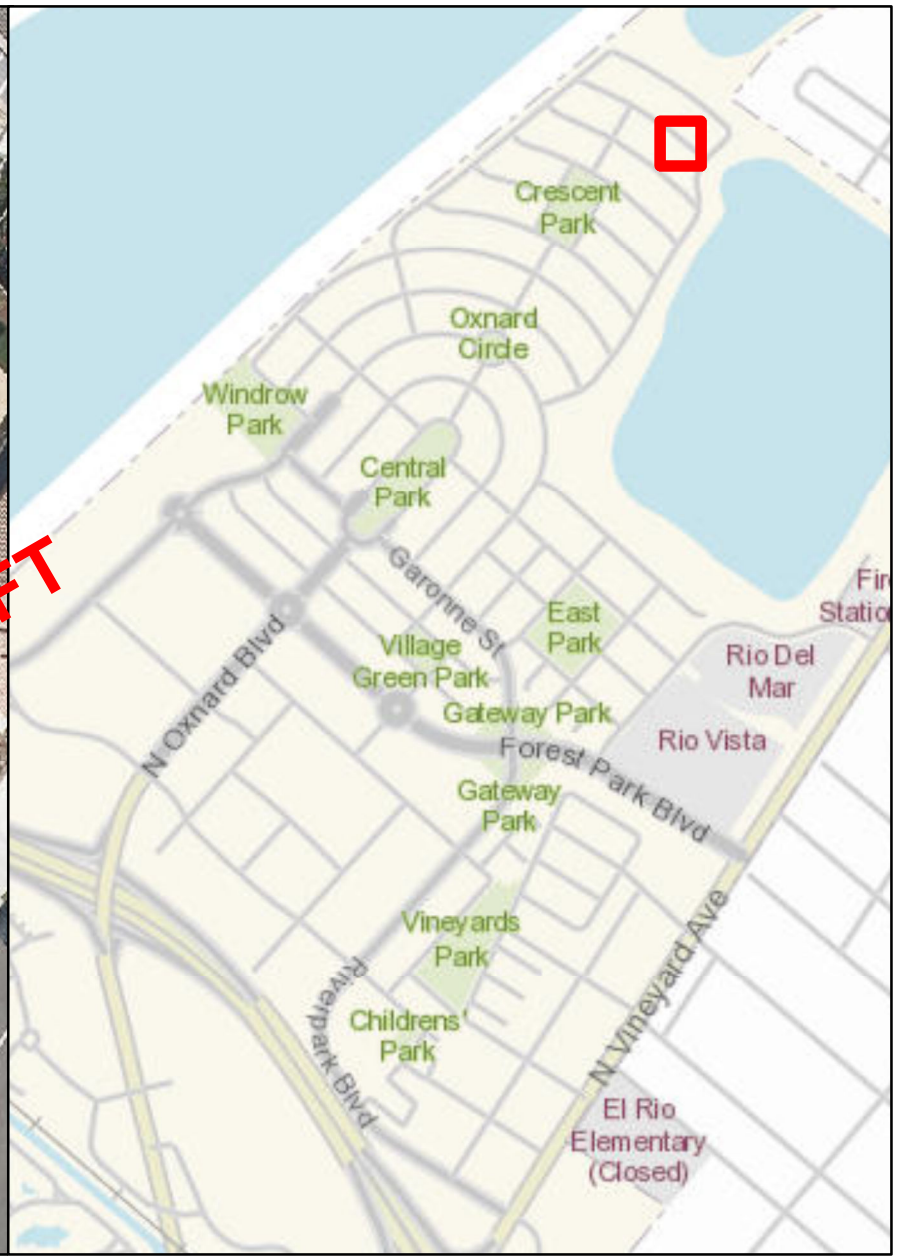
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 174





STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 21

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S 439

Filtration Unit No. 175





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

Legend

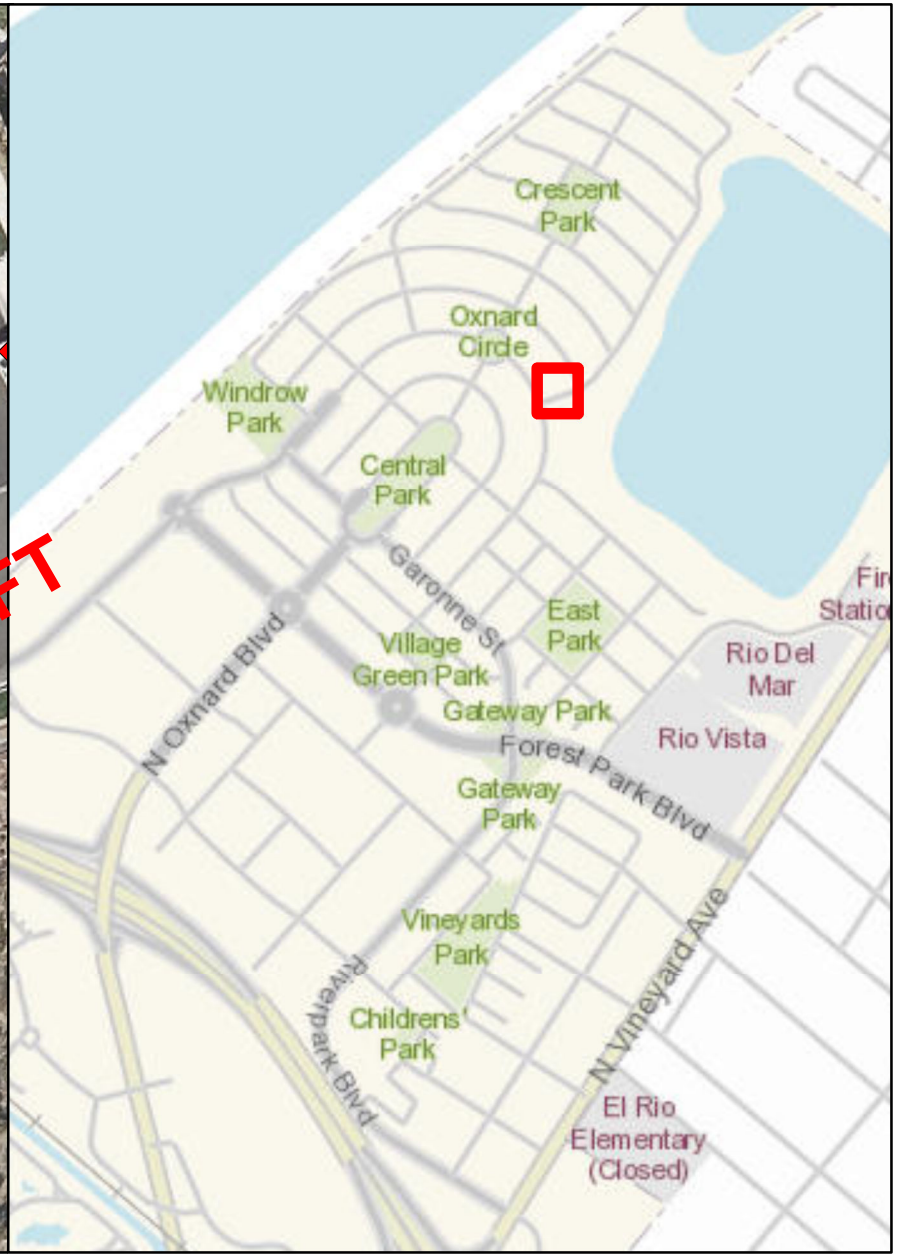
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 176





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 5

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 177





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

Legend

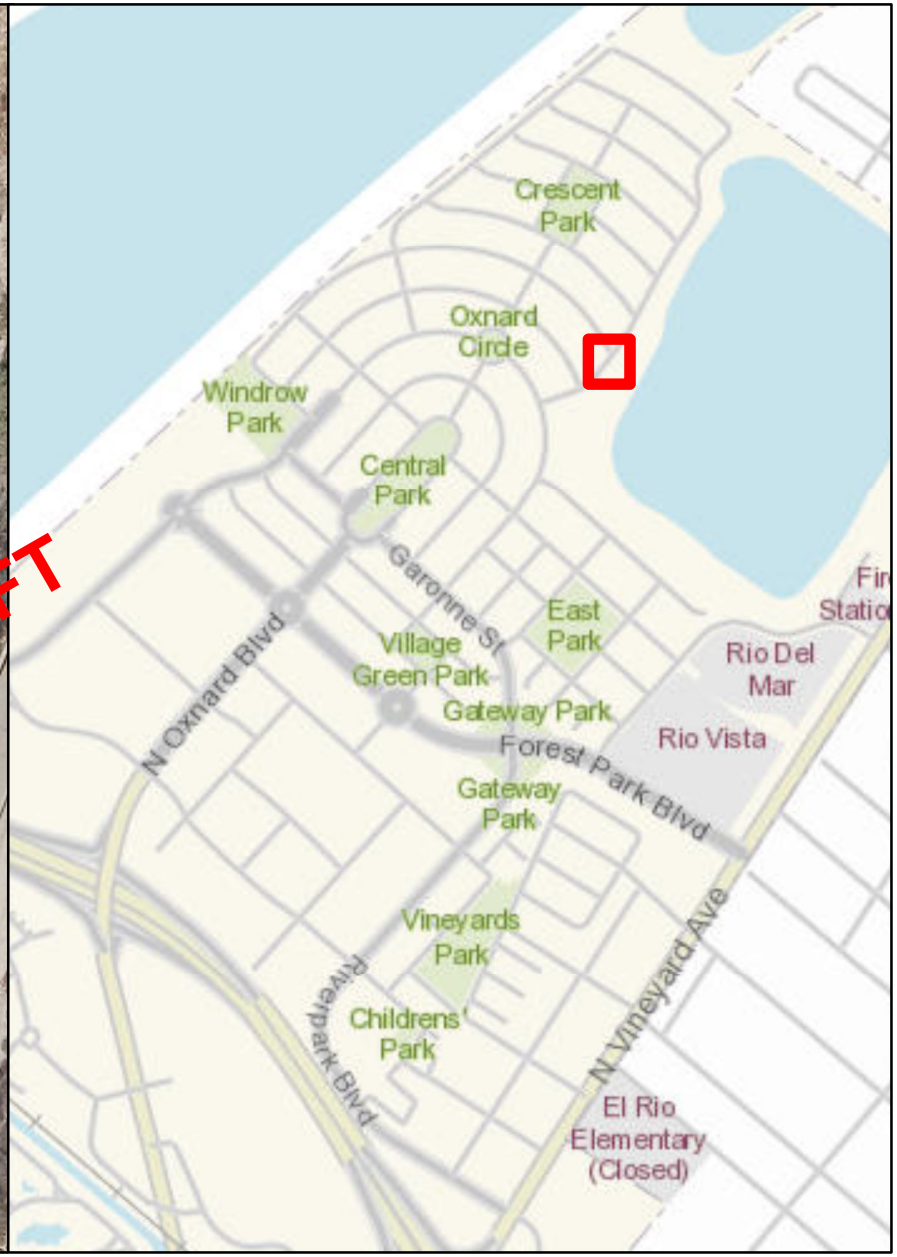
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 178





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

Legend

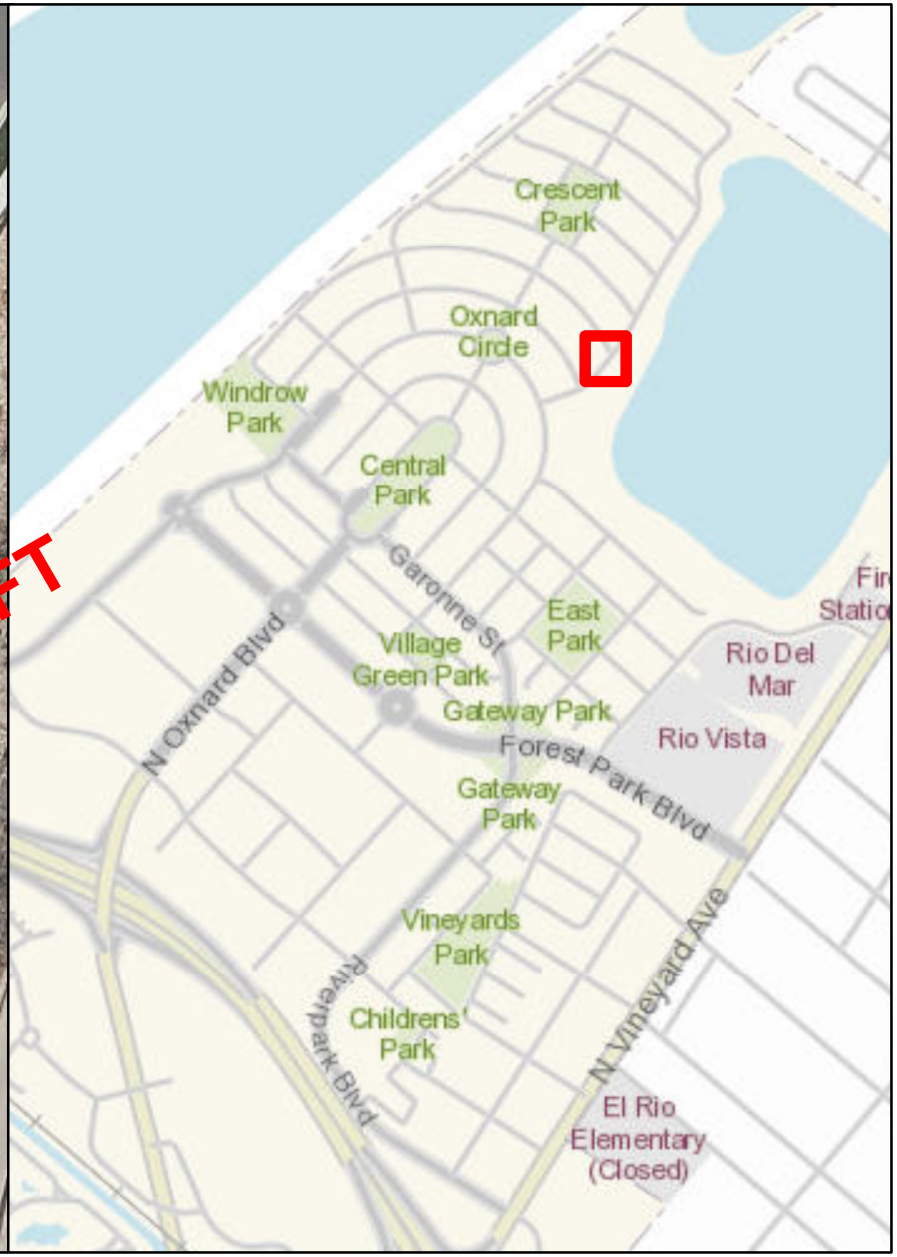
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 179





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

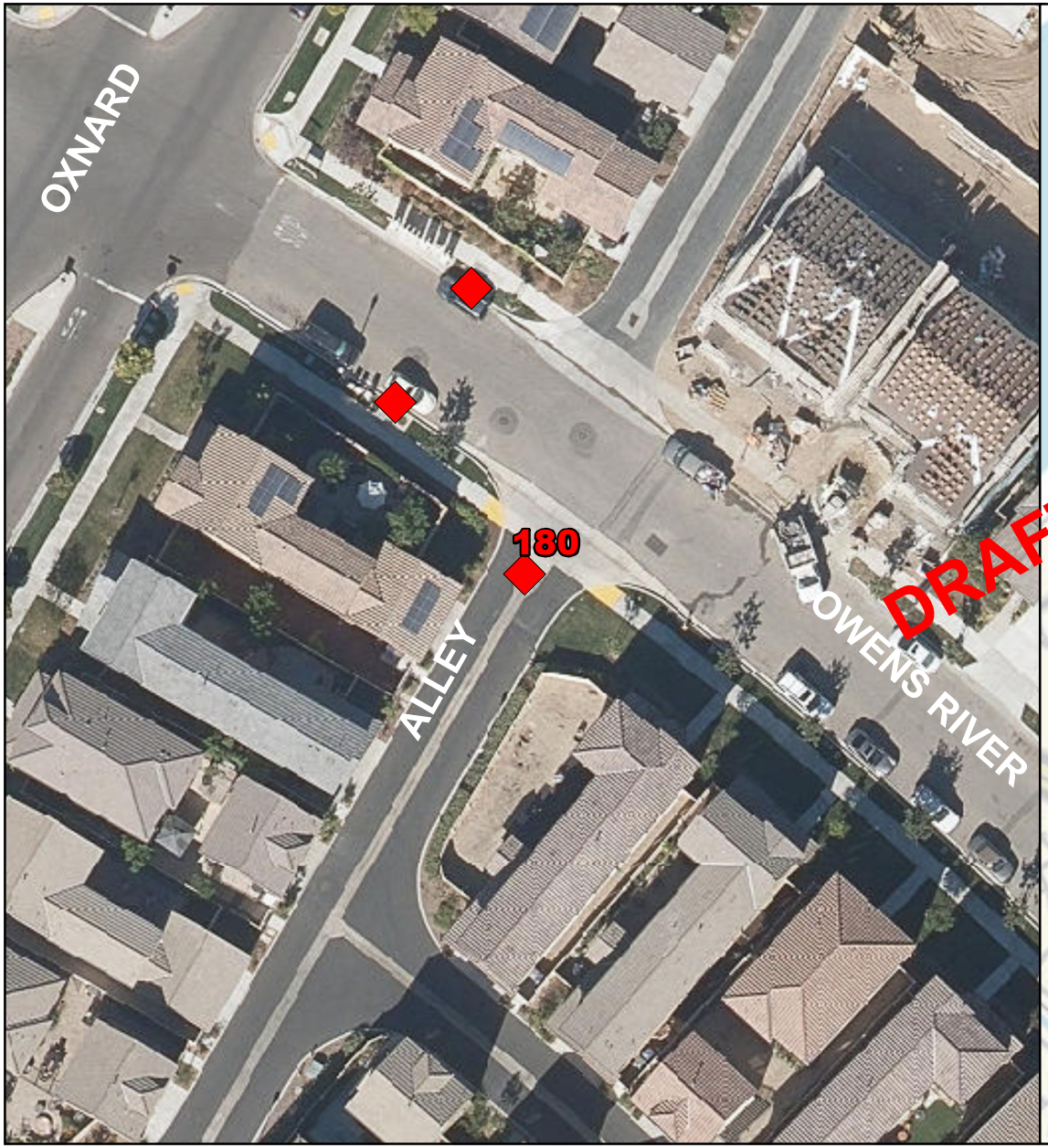
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S 444

Filtration Unit No. 180





STORMFILTER GRATE INLET - 60"

Number of Cartridges is 1

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 181





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

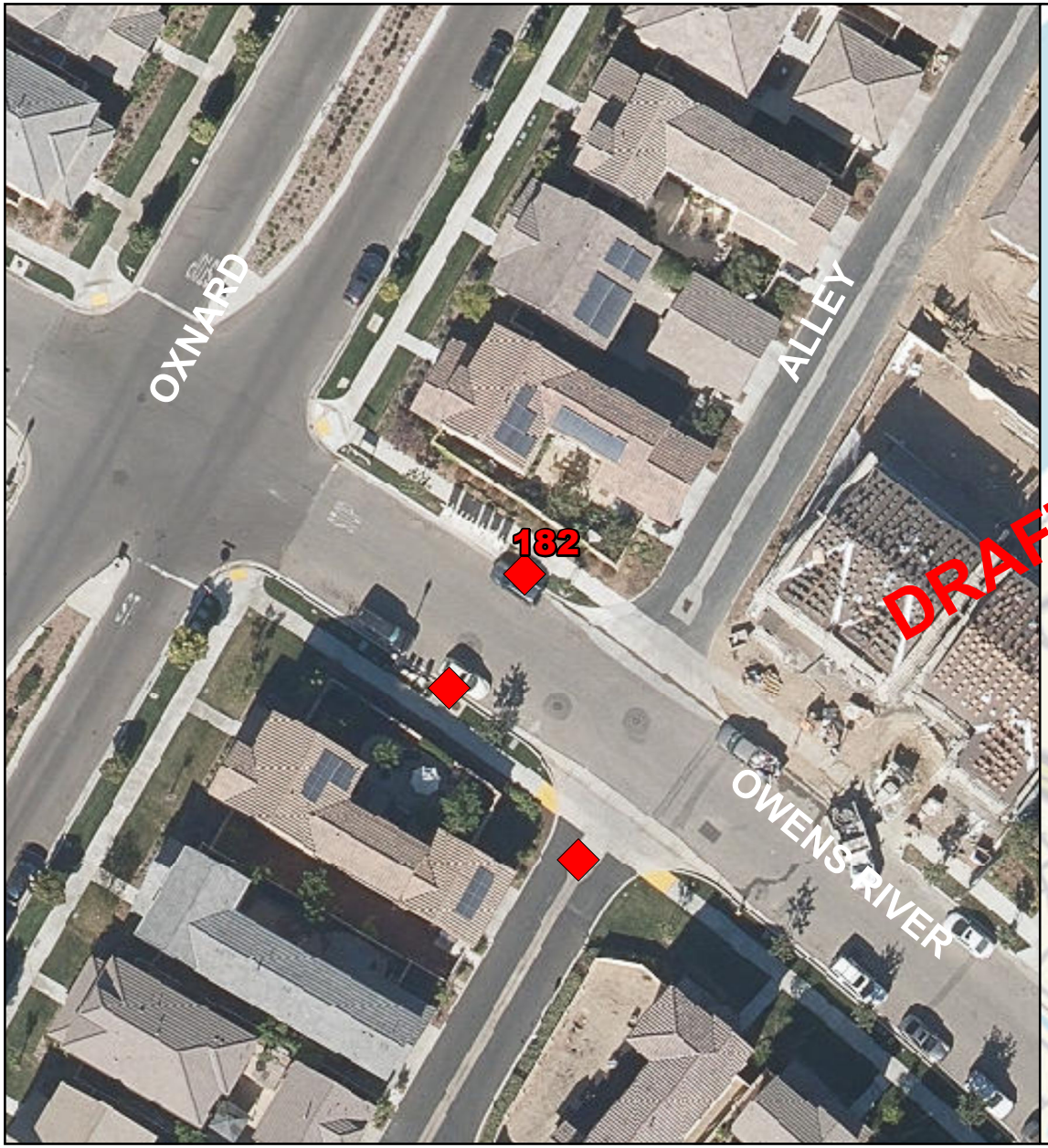
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 182





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S 447

Filtration Unit No. 183





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

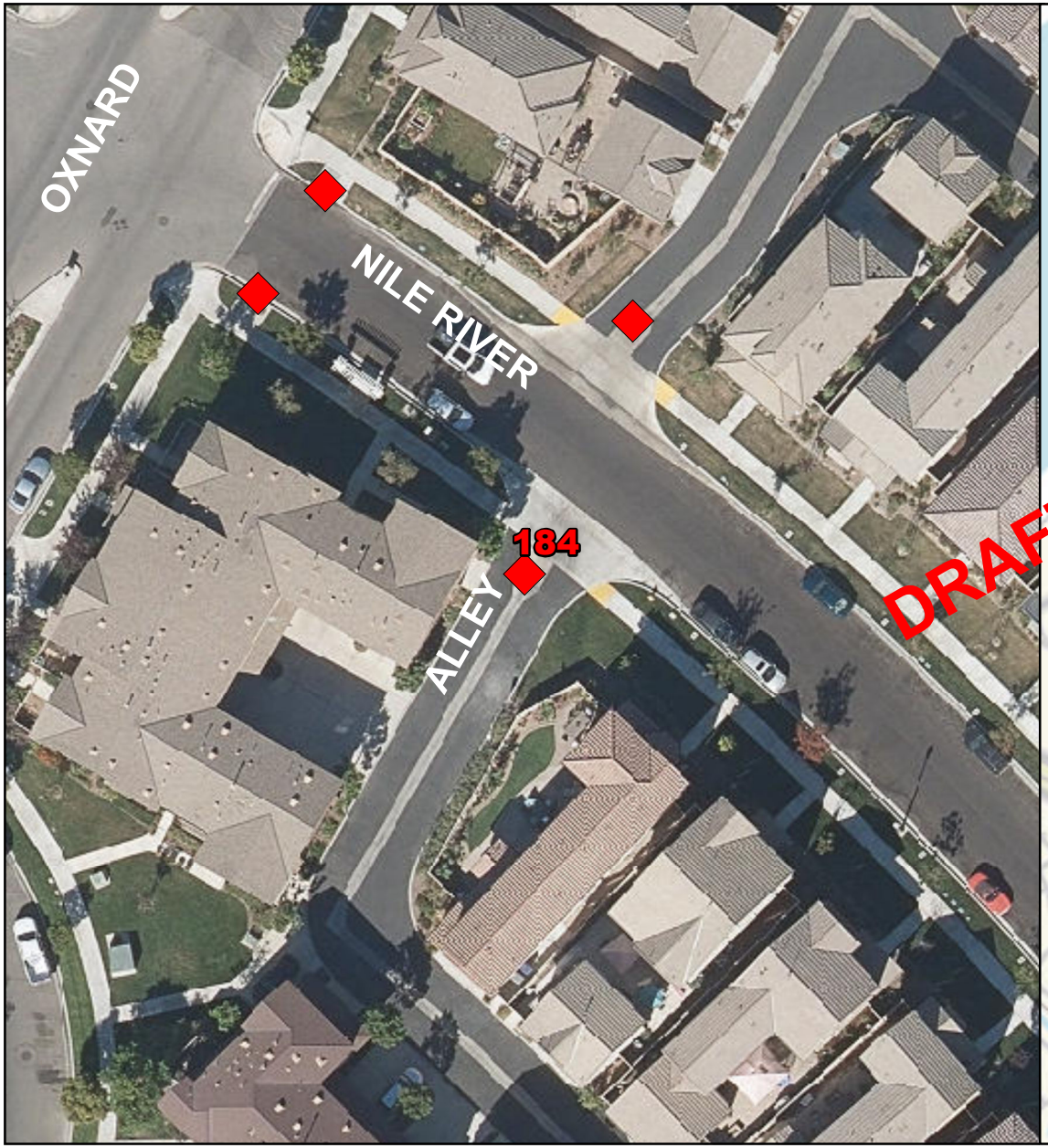
Legend

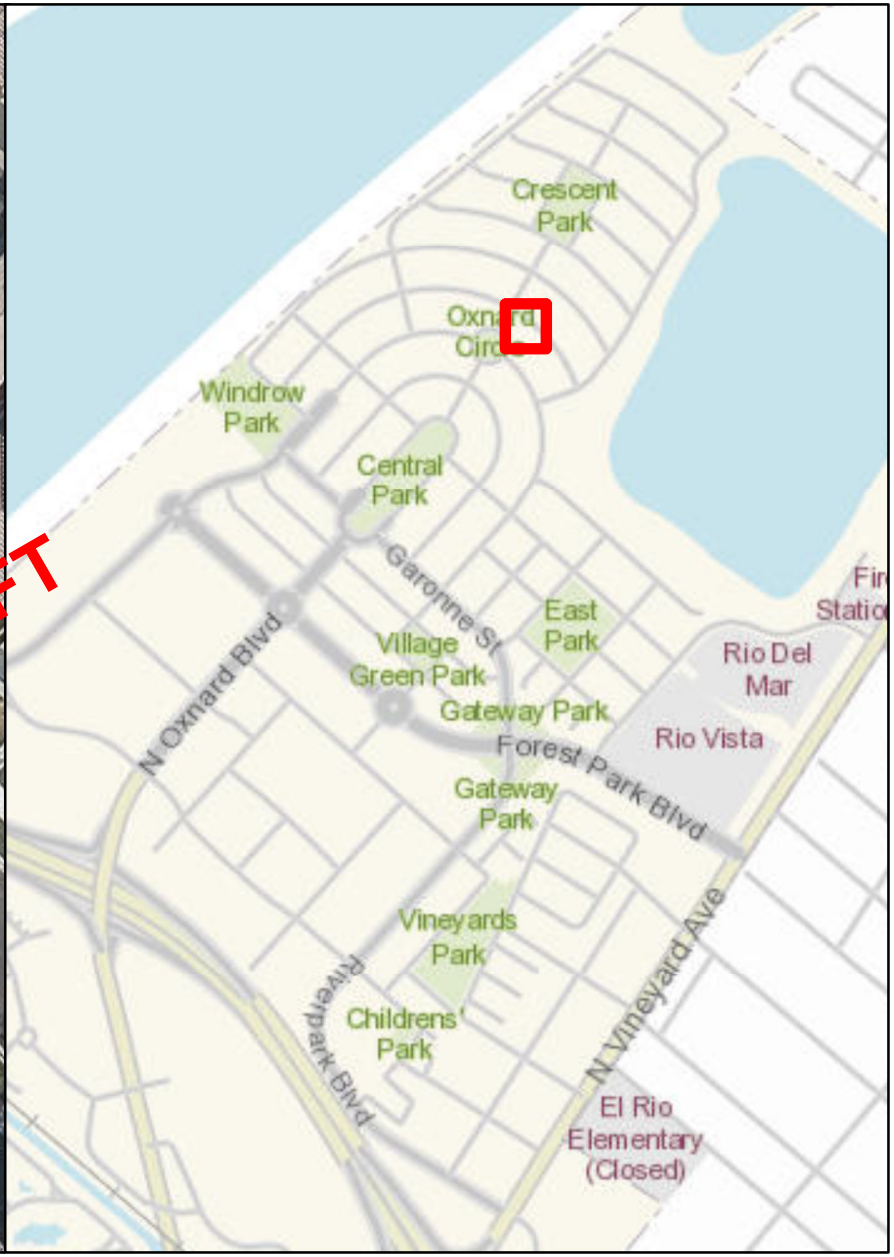
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 448

Filtration Unit No. 184





STORMFILTER GRATE INLET - 60"

Number of Cartridges is 3

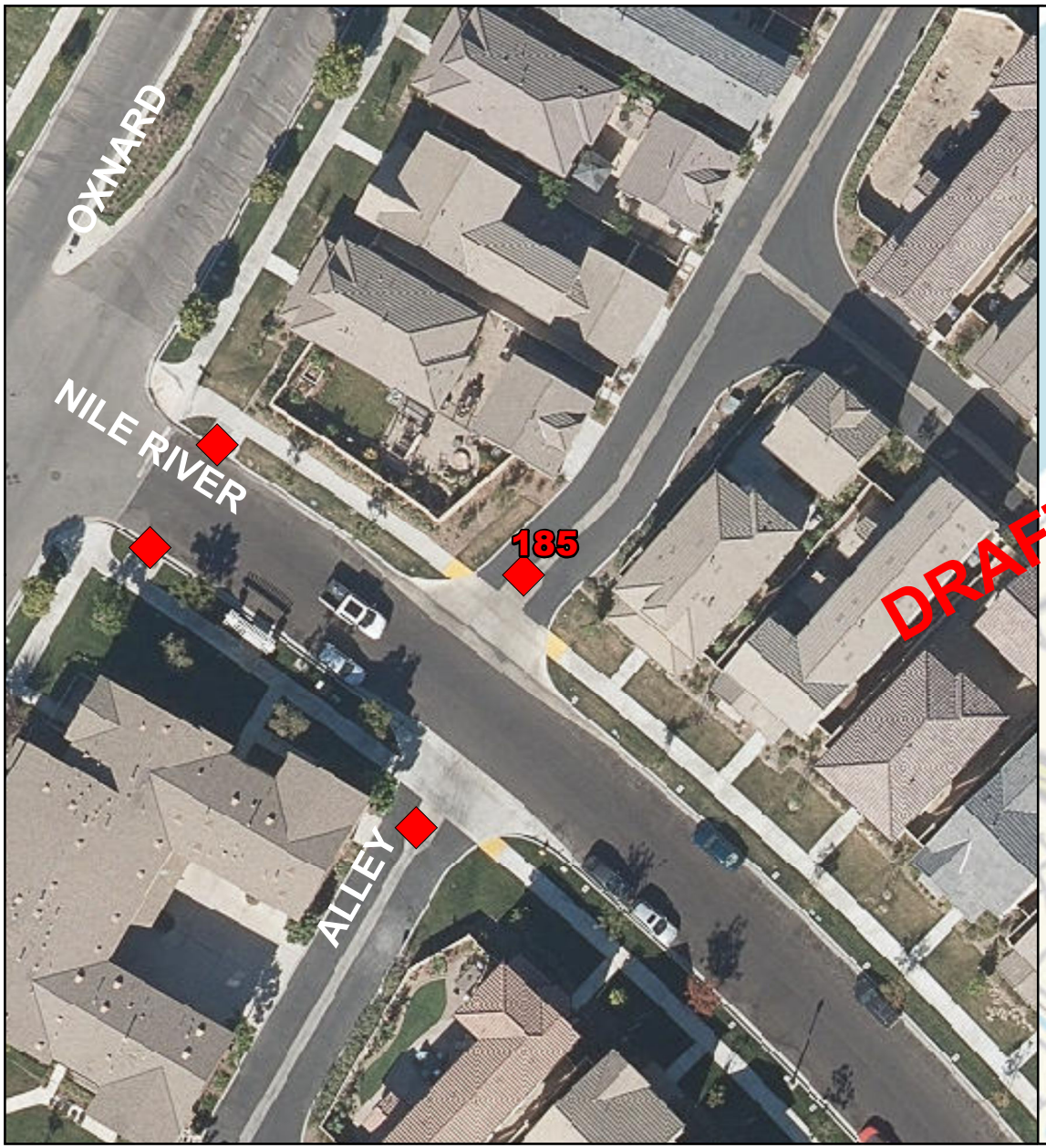
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 185





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 5

Legend

Filtration Unit

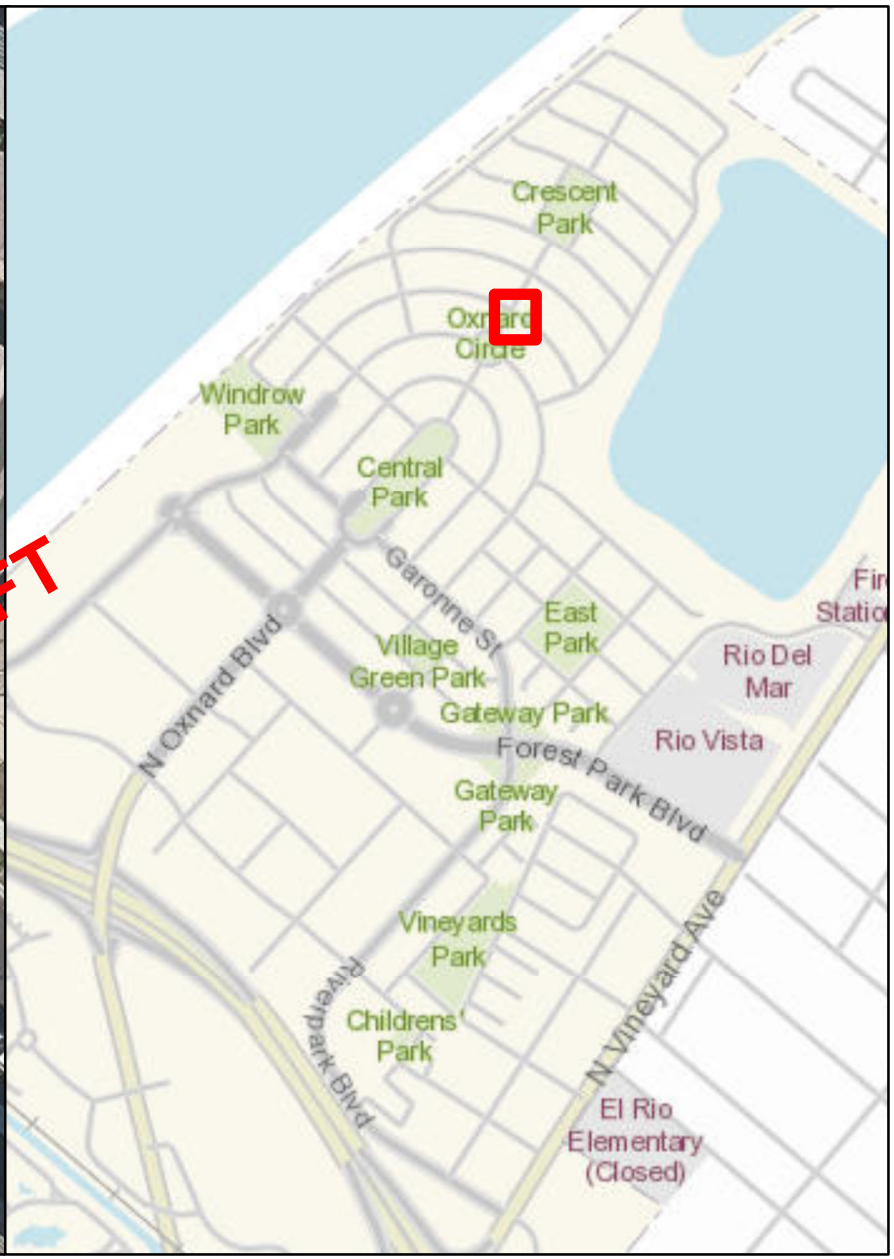
0 15 30 60 90 120 Feet

N W E S

450

Filtration Unit No. 186





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

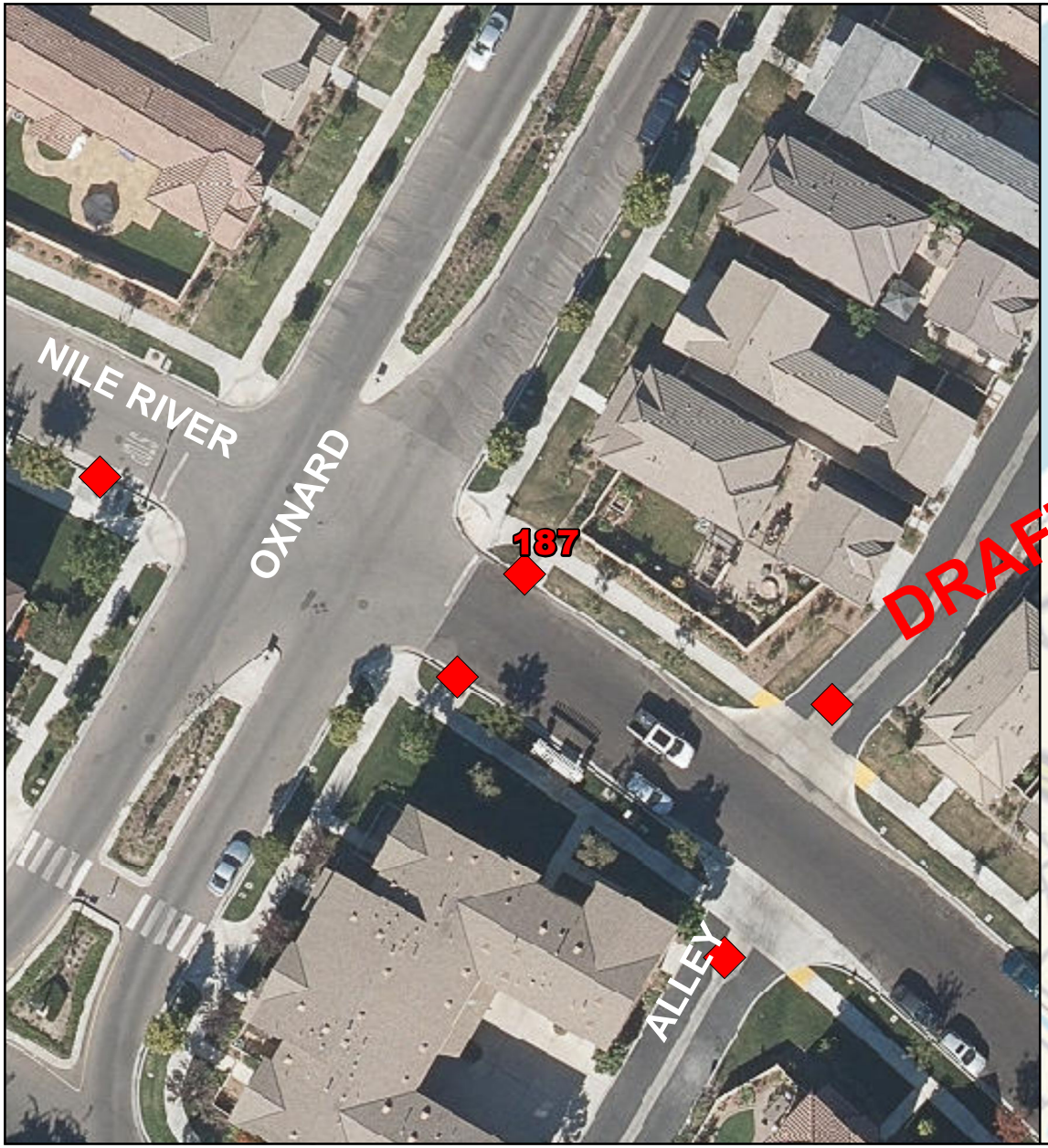
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 187





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

Legend

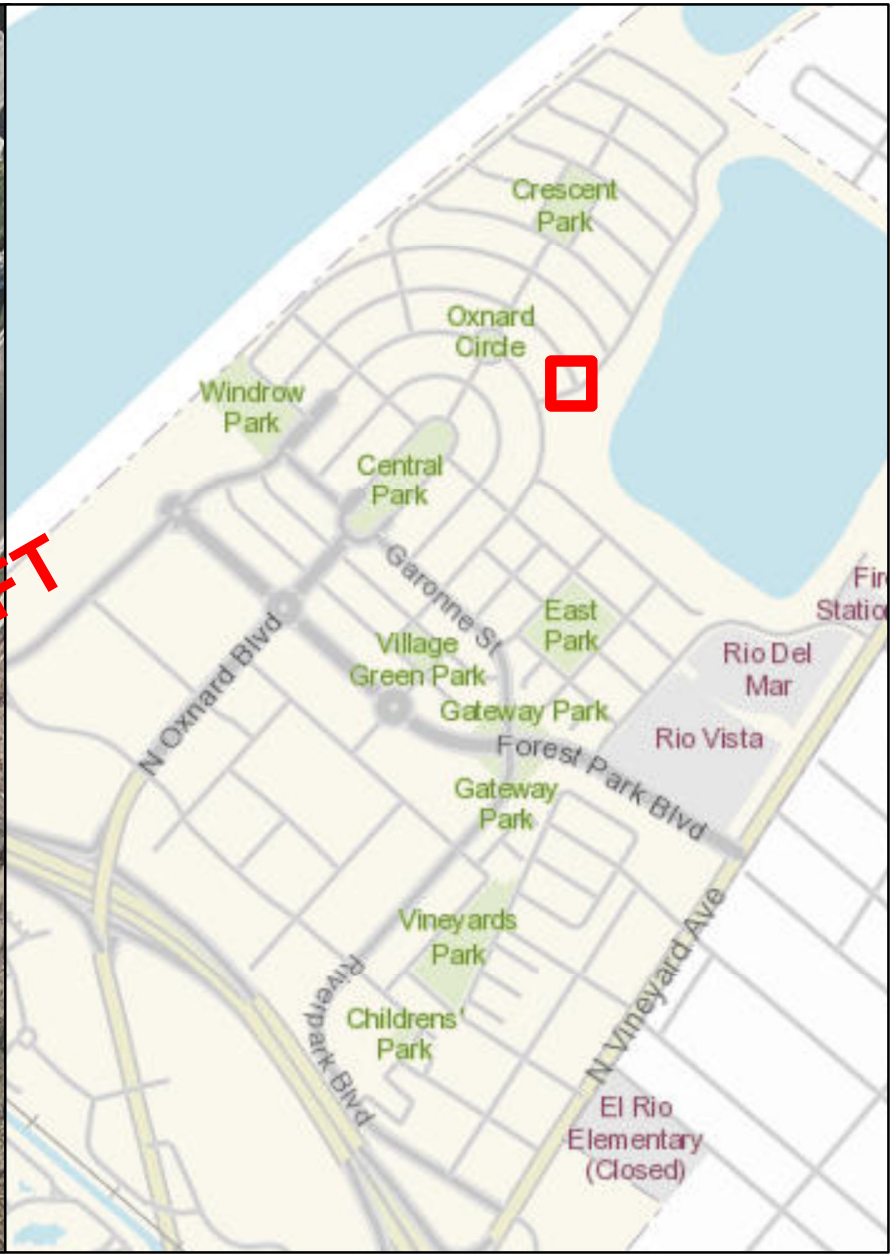
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 188





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 1

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 189





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

Legend

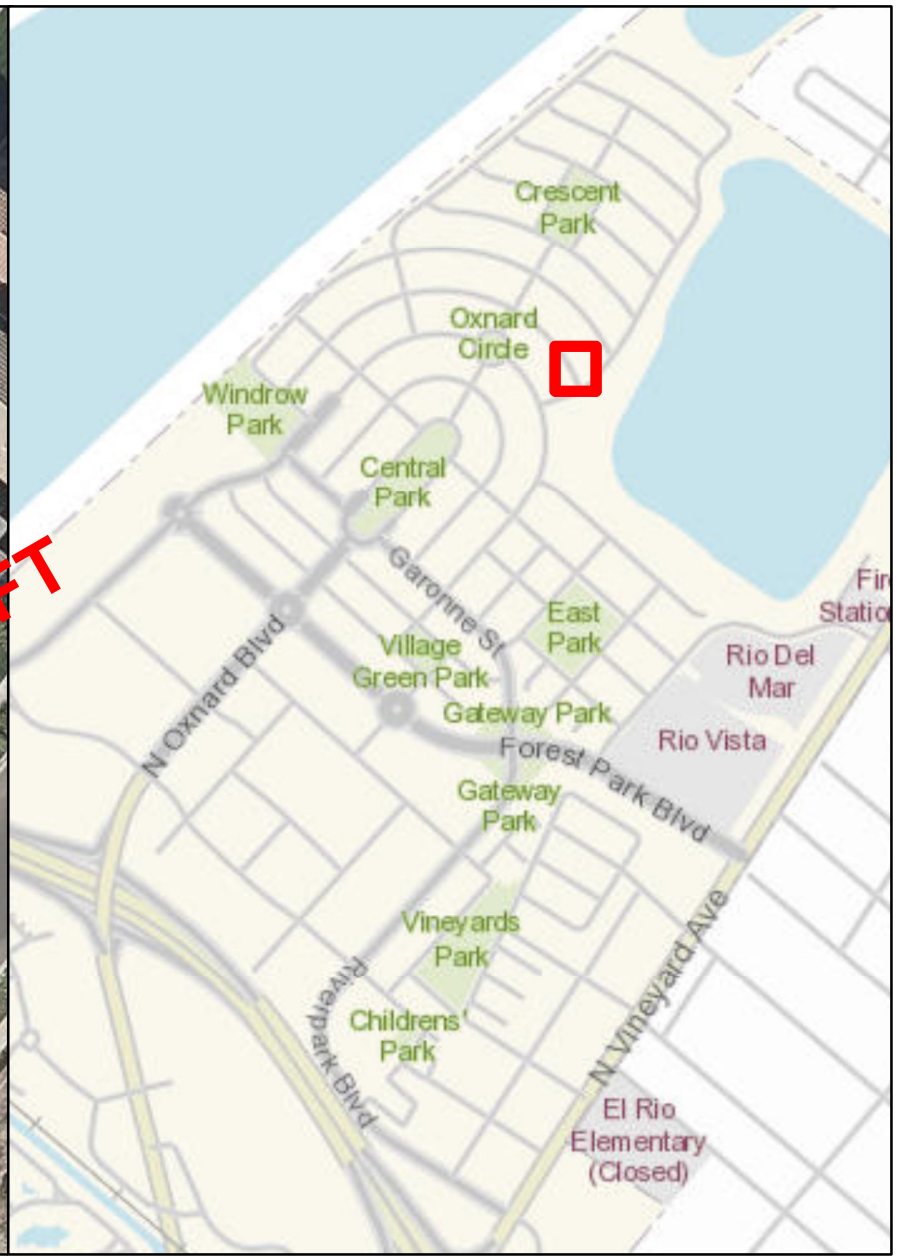
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 190





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 5

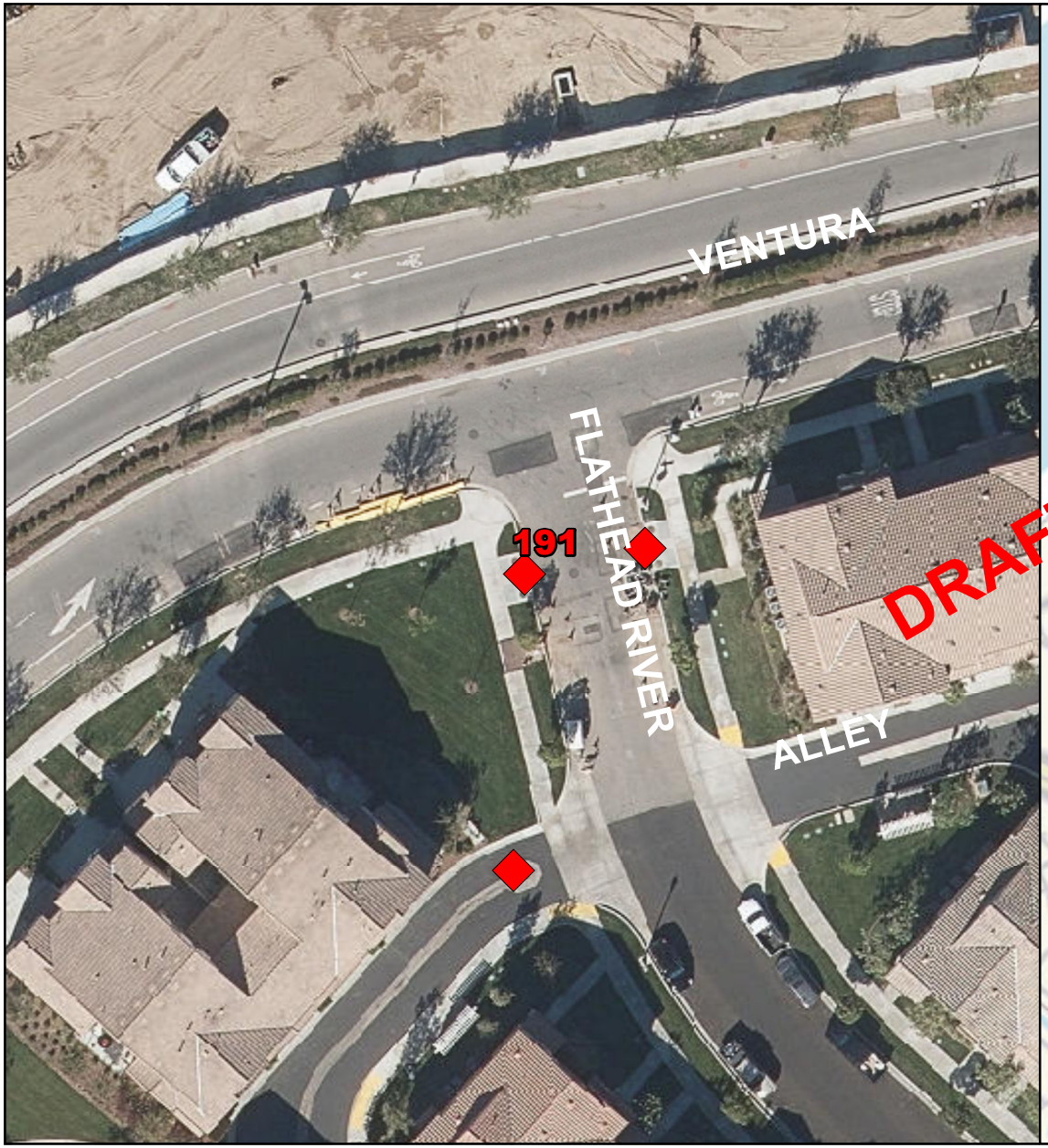
Legend

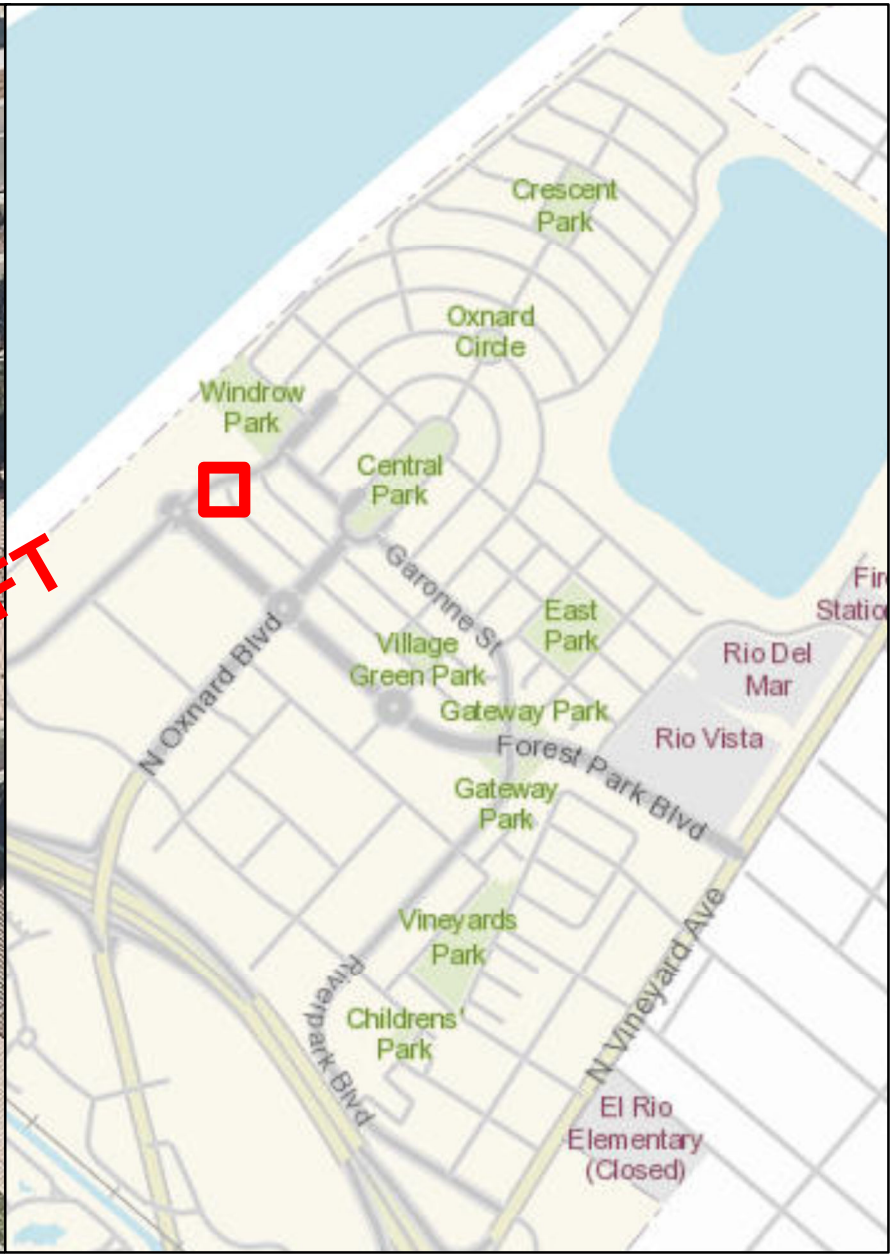
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 191





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

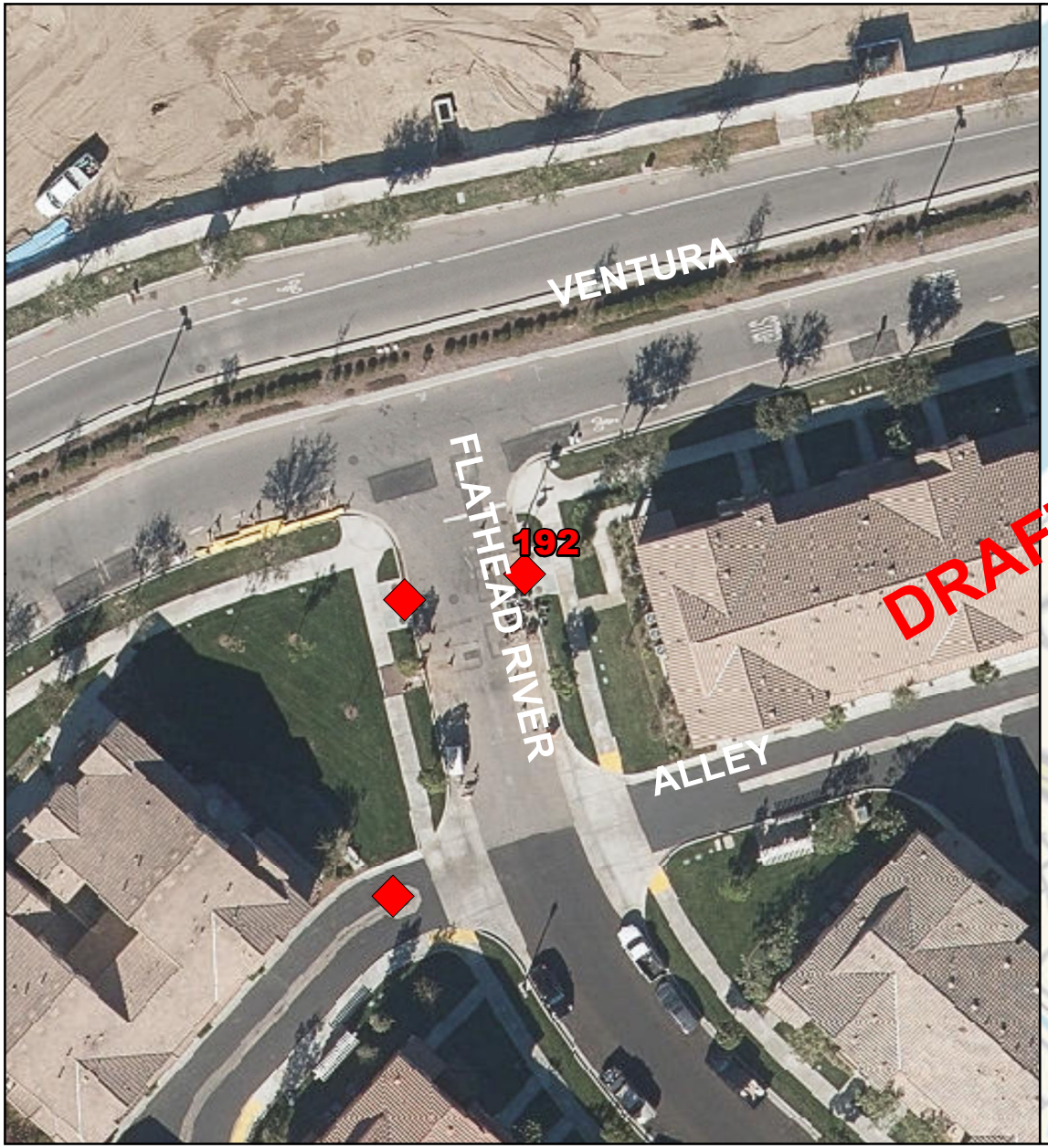
Legend

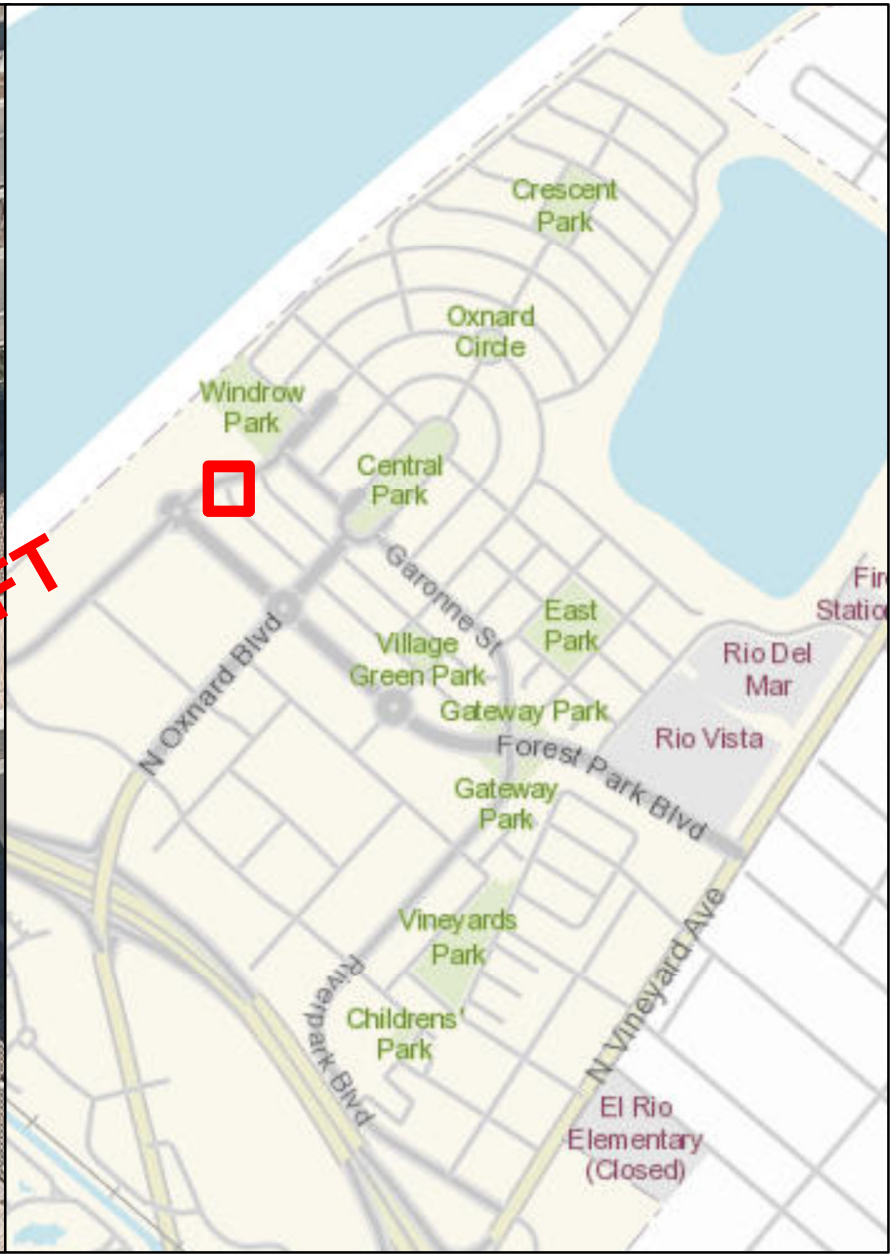
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 192





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

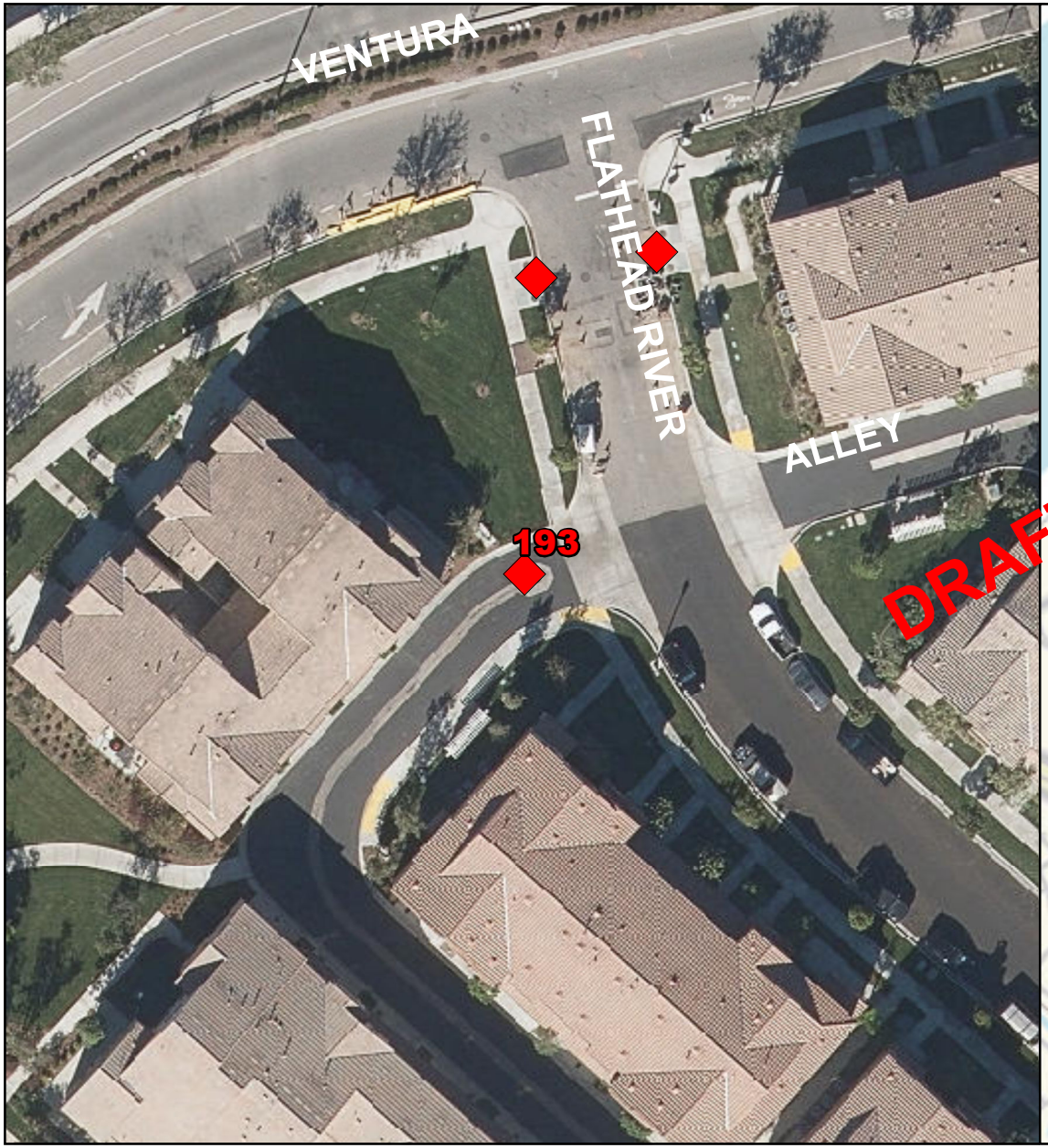
Legend

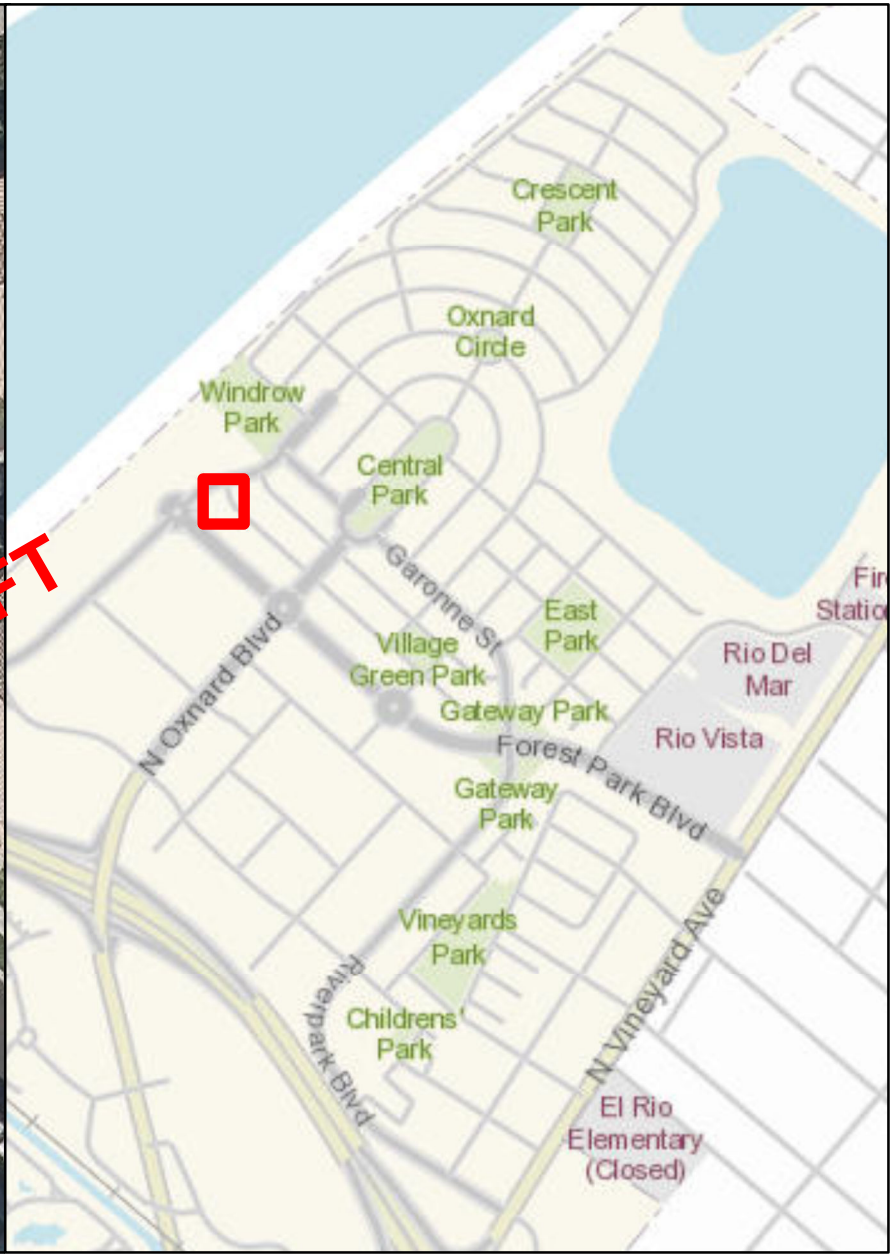
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 193





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 6

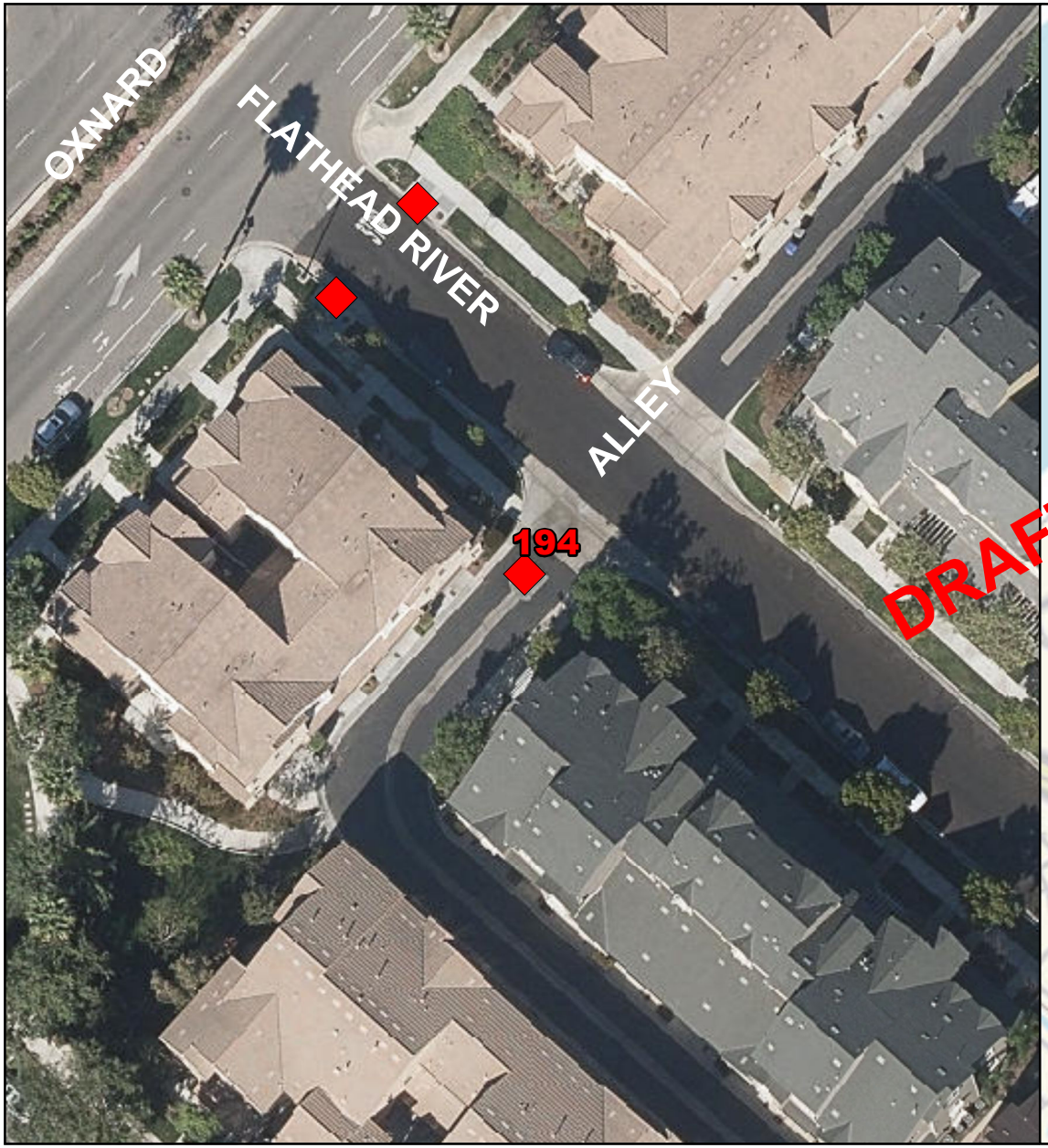
Legend

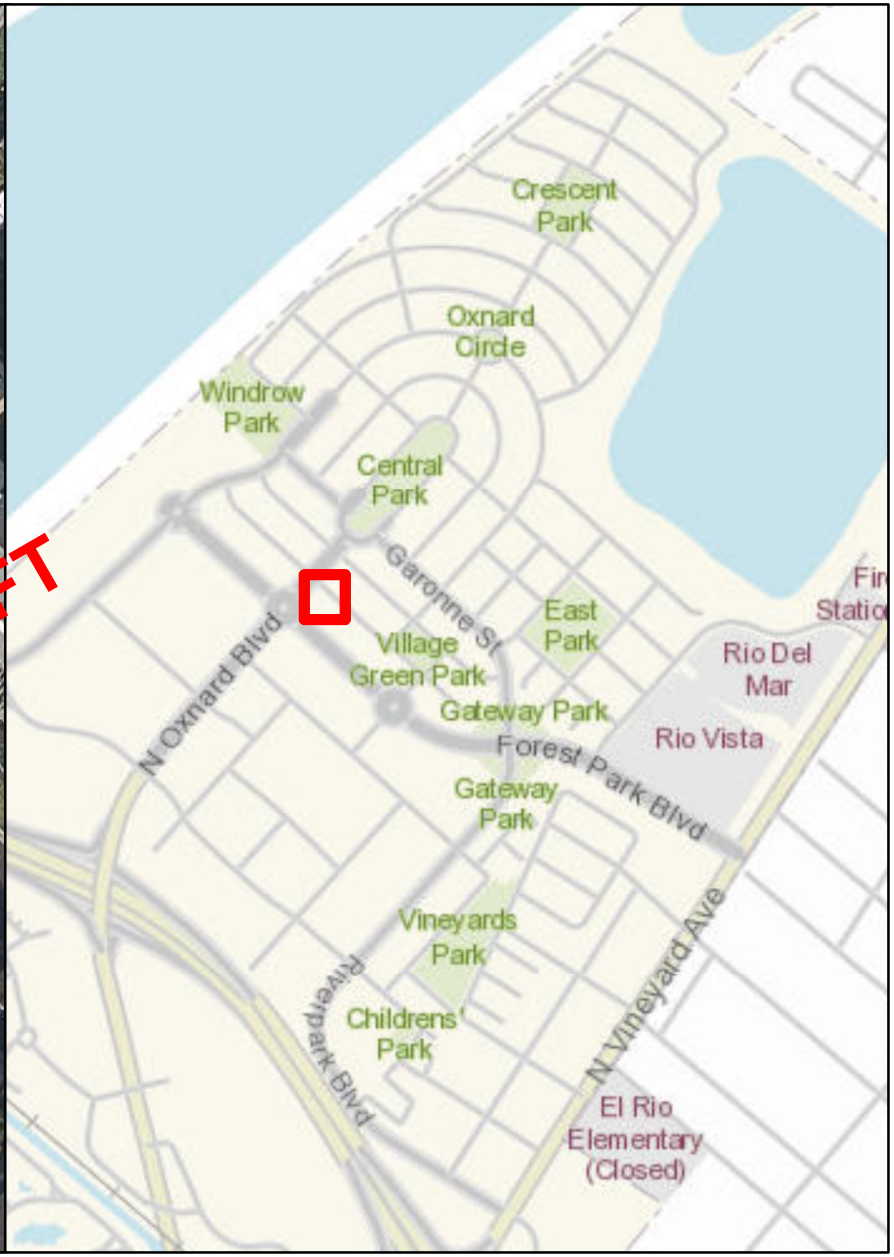
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 194





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

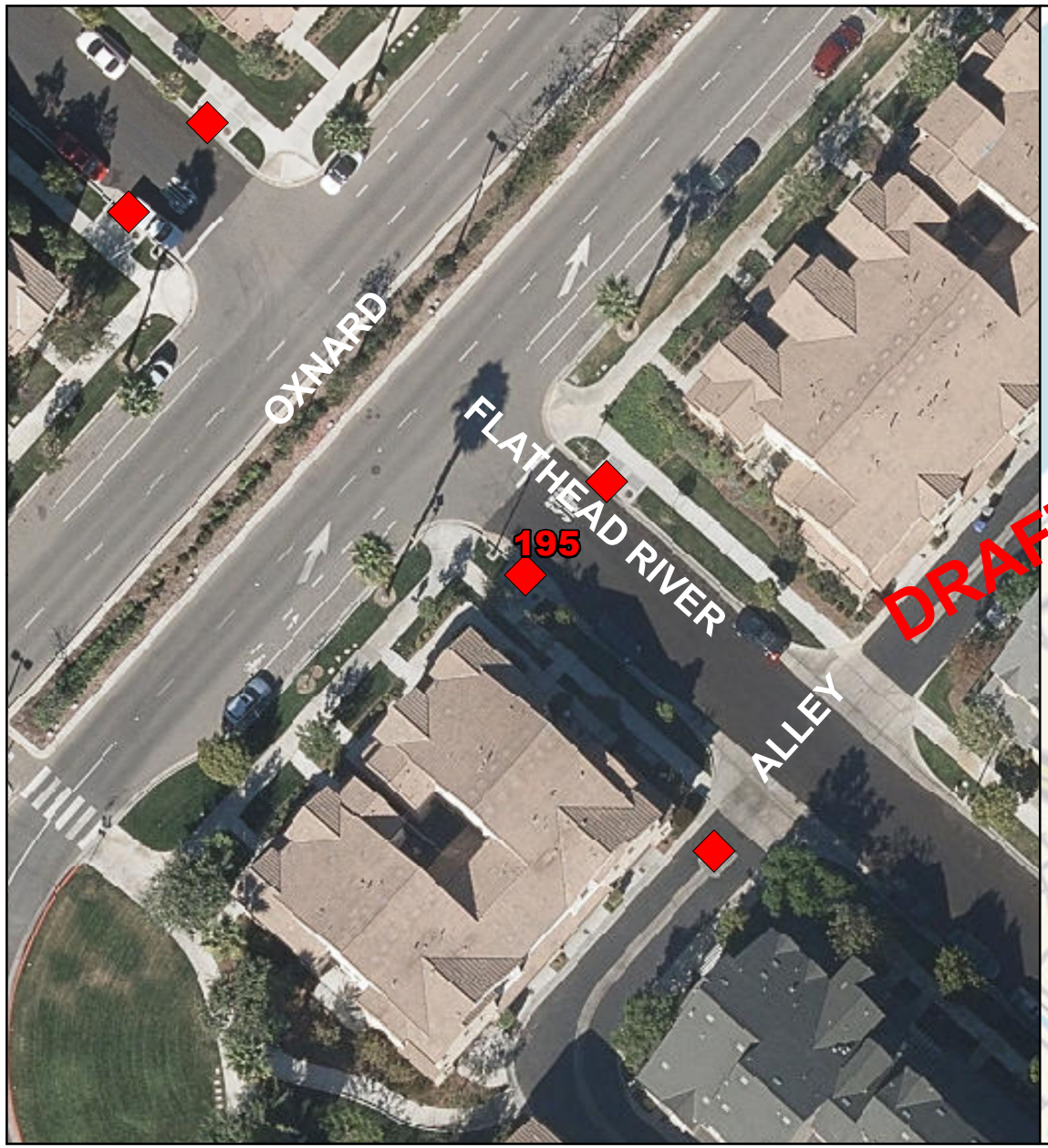
Legend

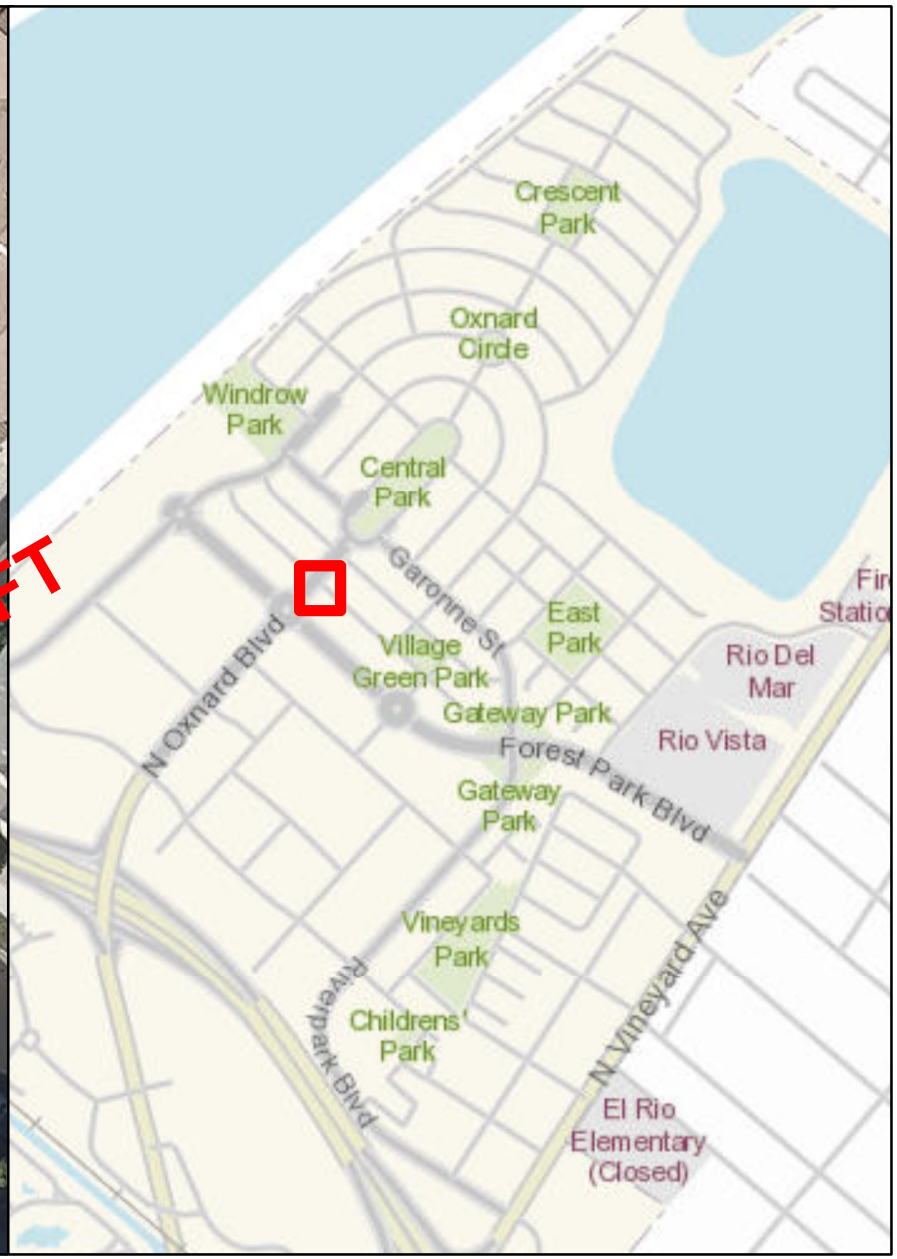
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 195





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

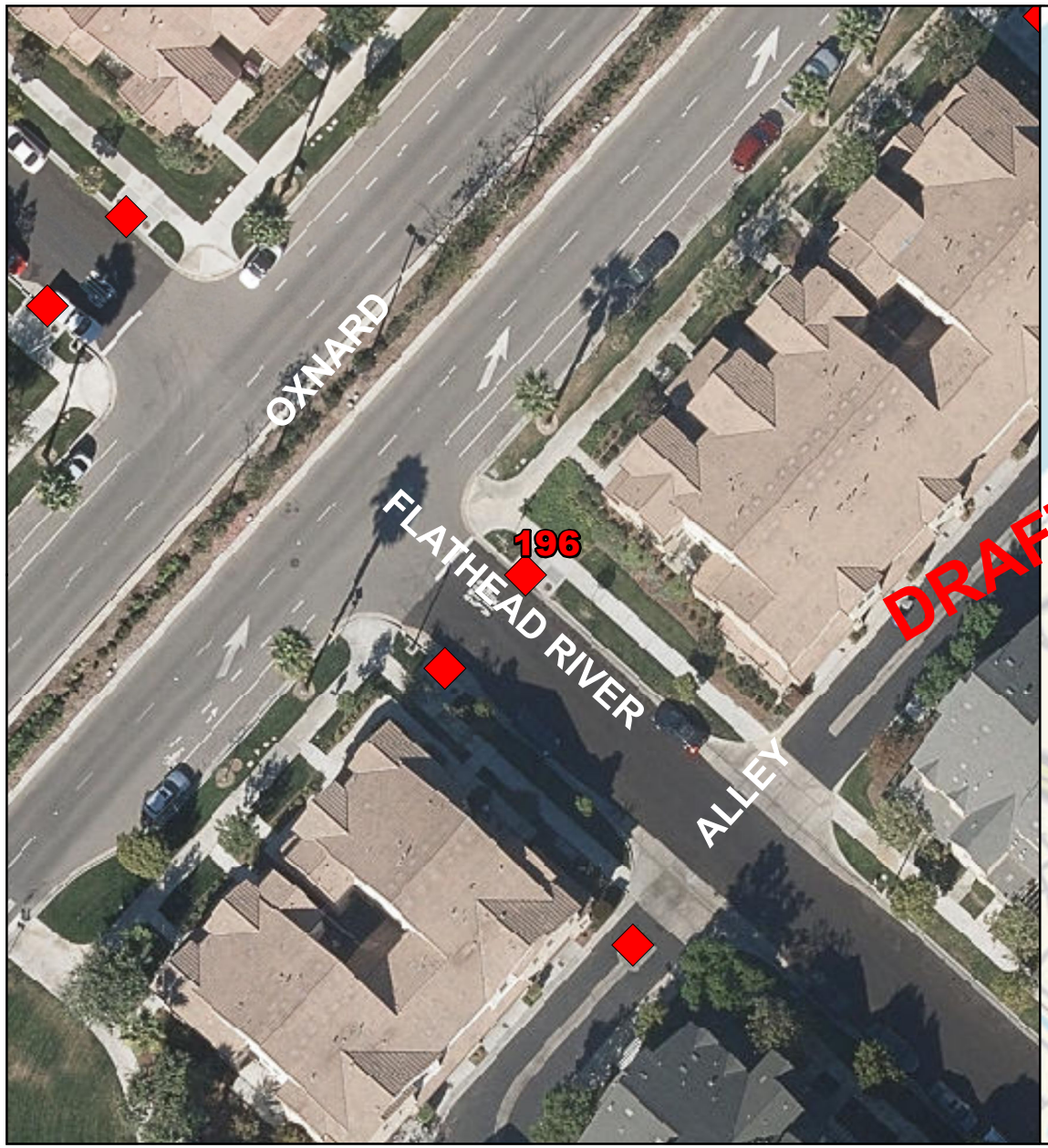
Legend

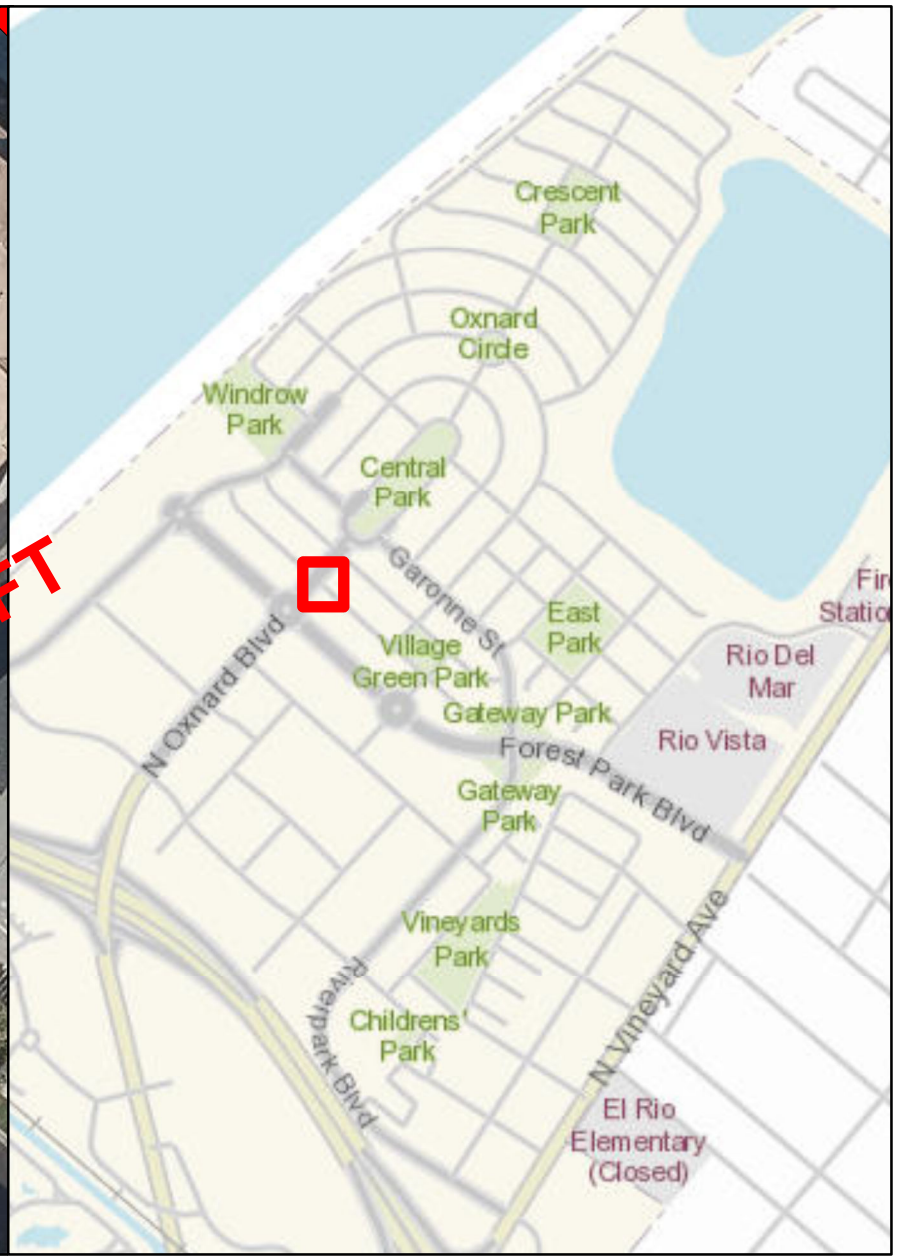
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 196





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

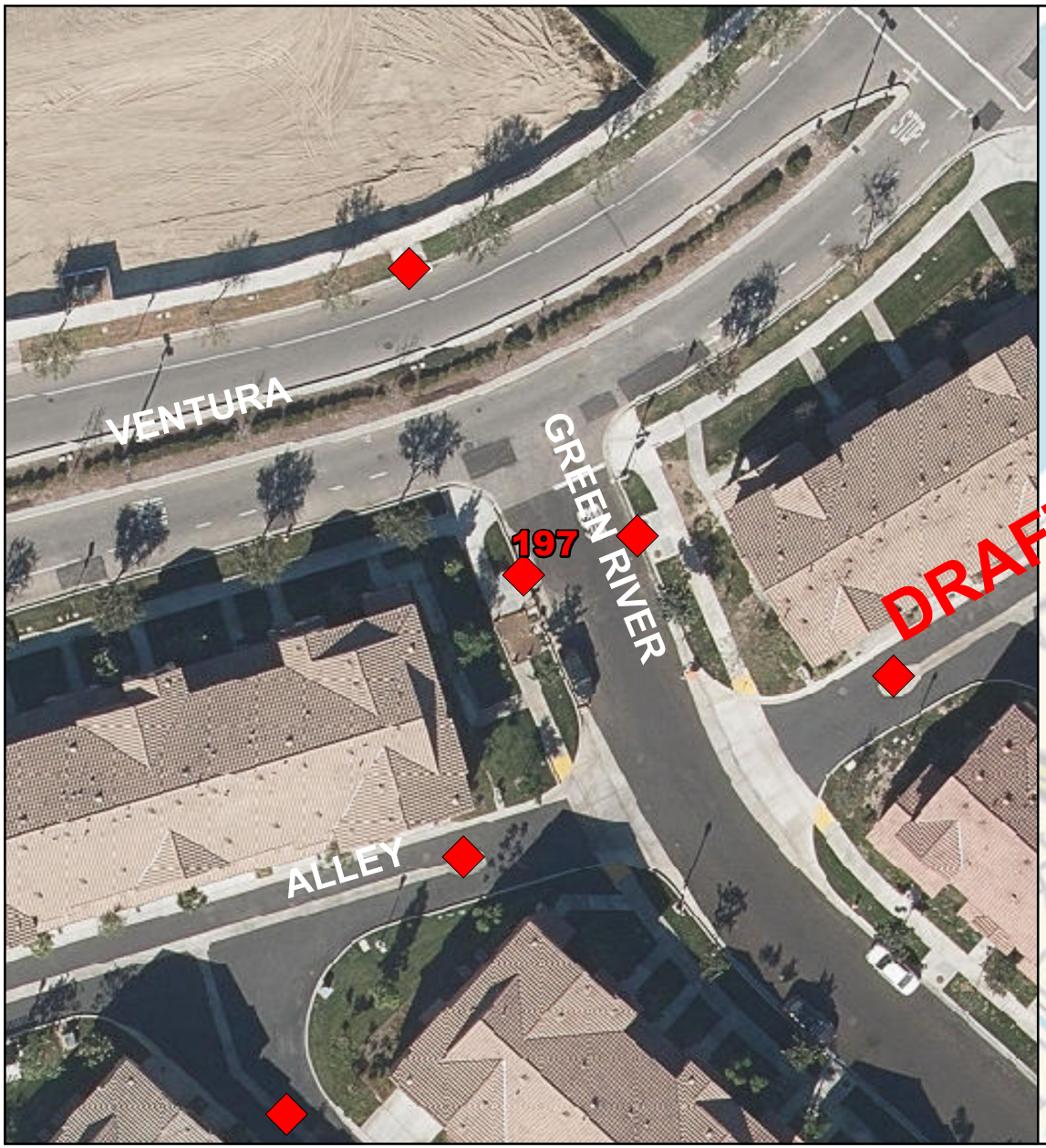
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 197





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

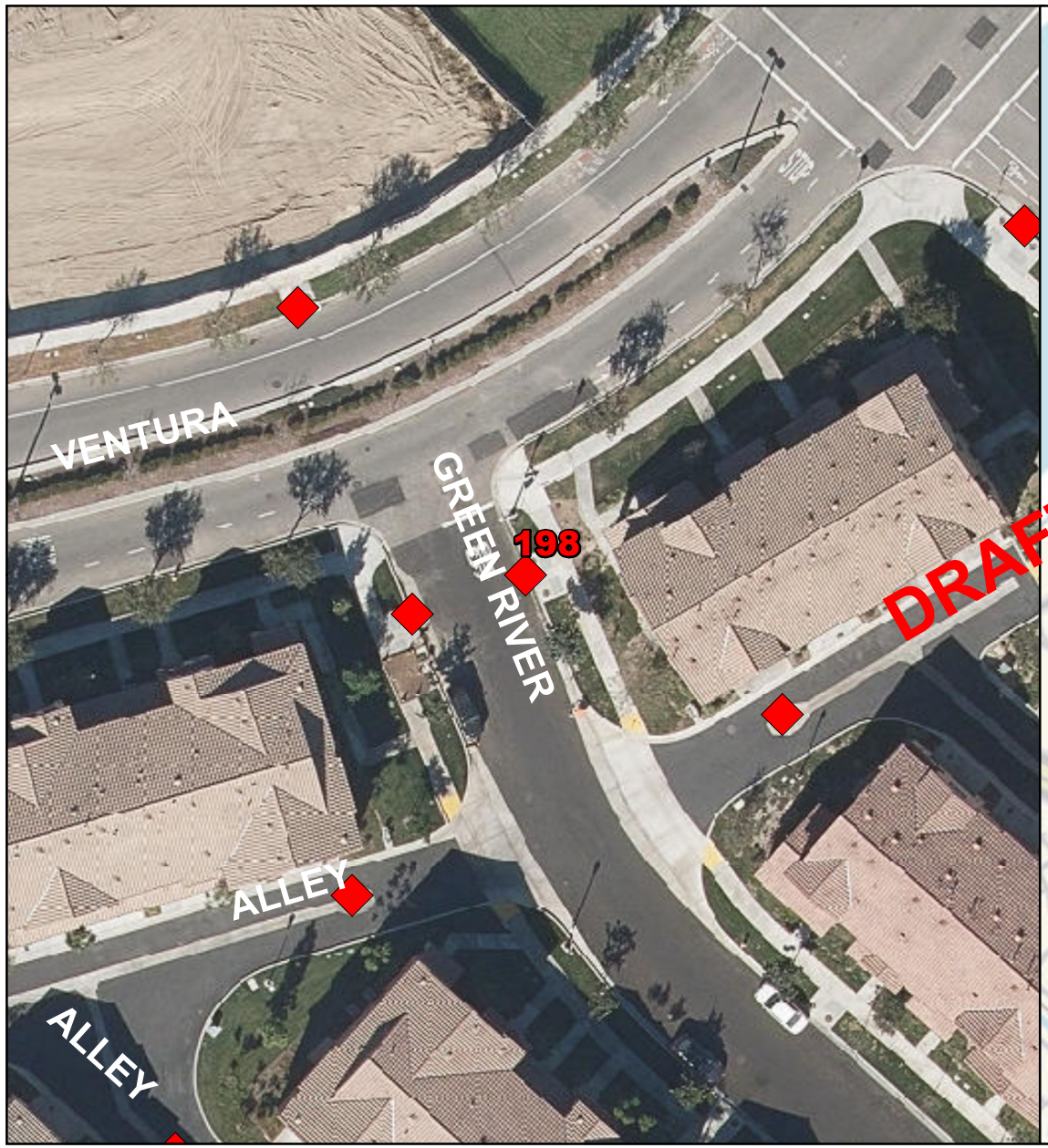
Legend

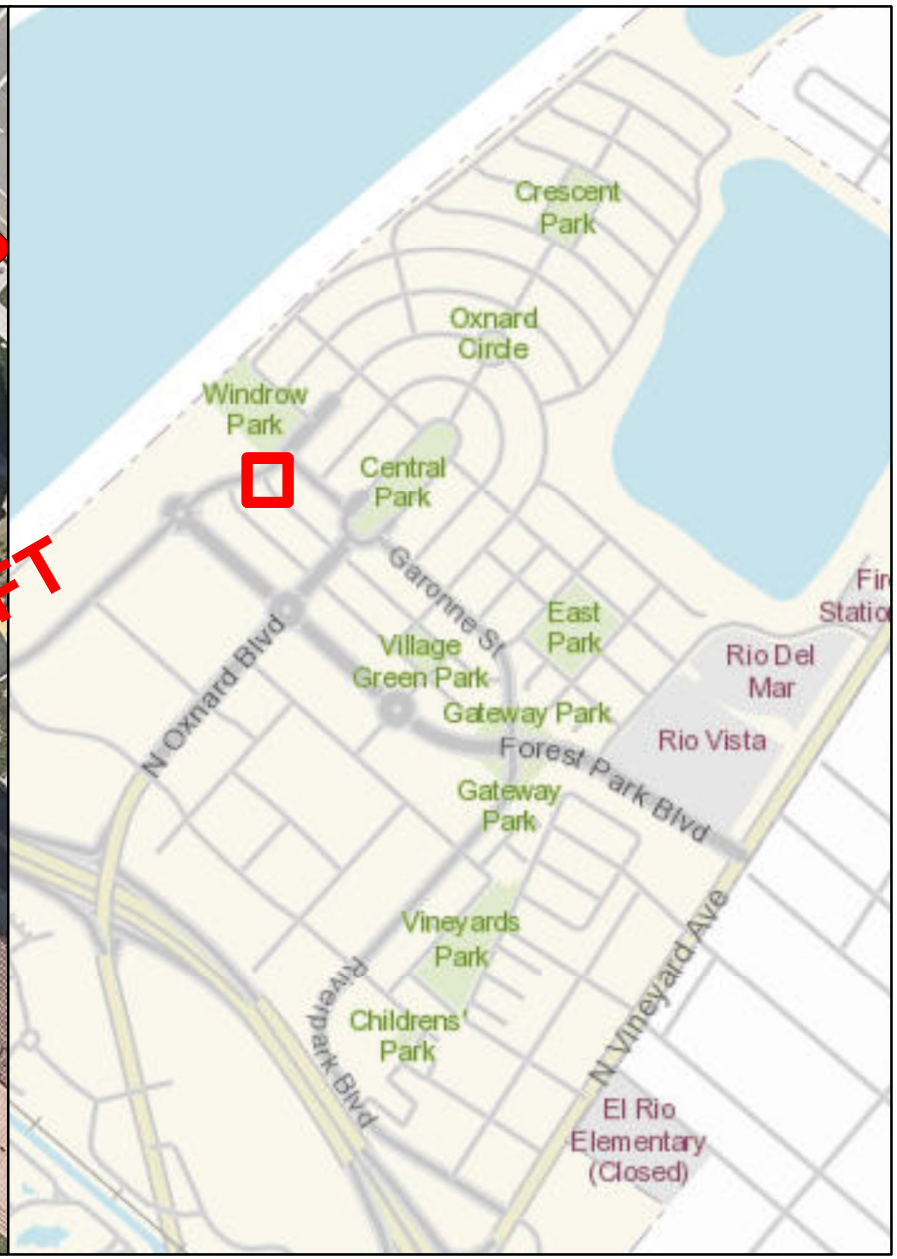
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 198





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 2

Legend

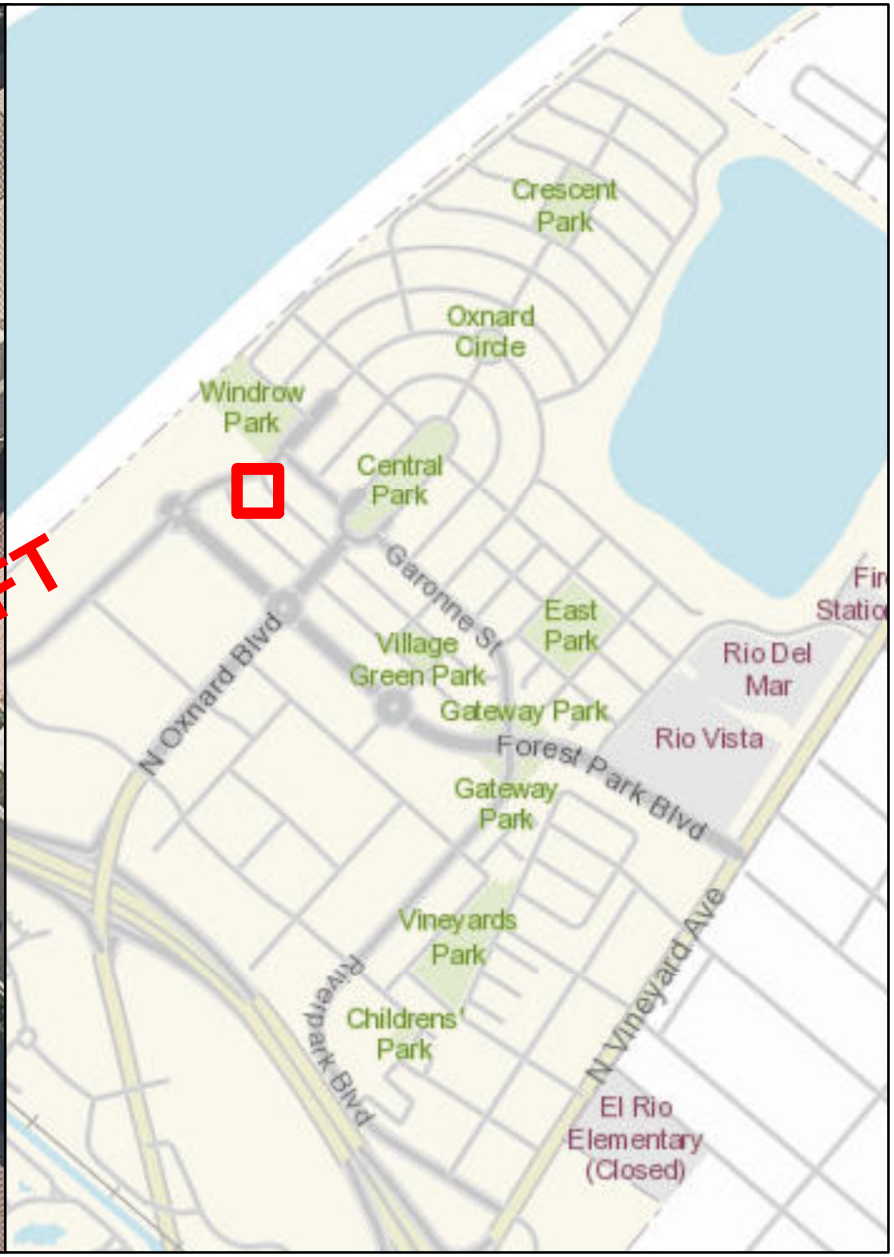
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 199





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

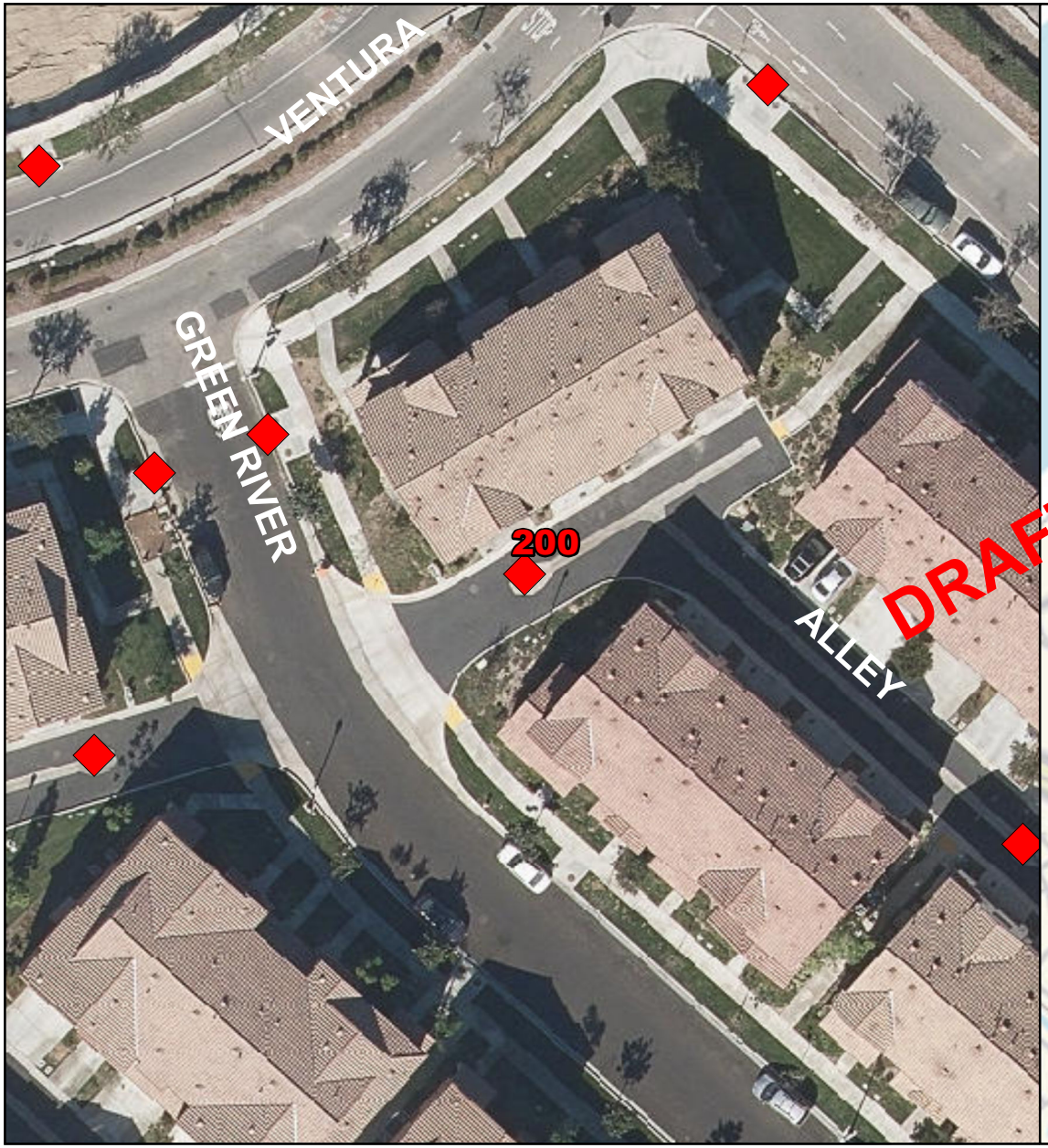
Legend

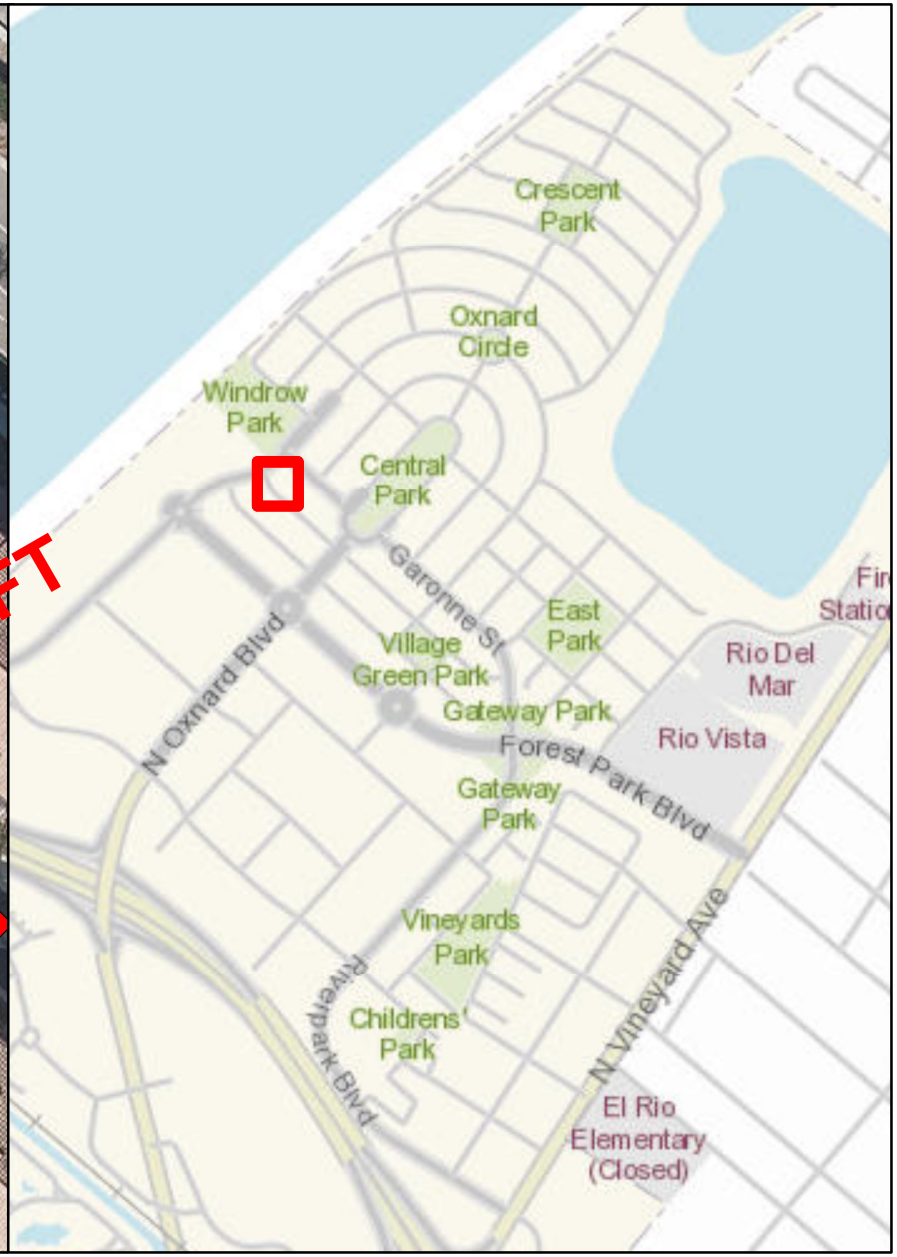
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 200





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 5

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 201





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 3

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 202





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 3

Legend

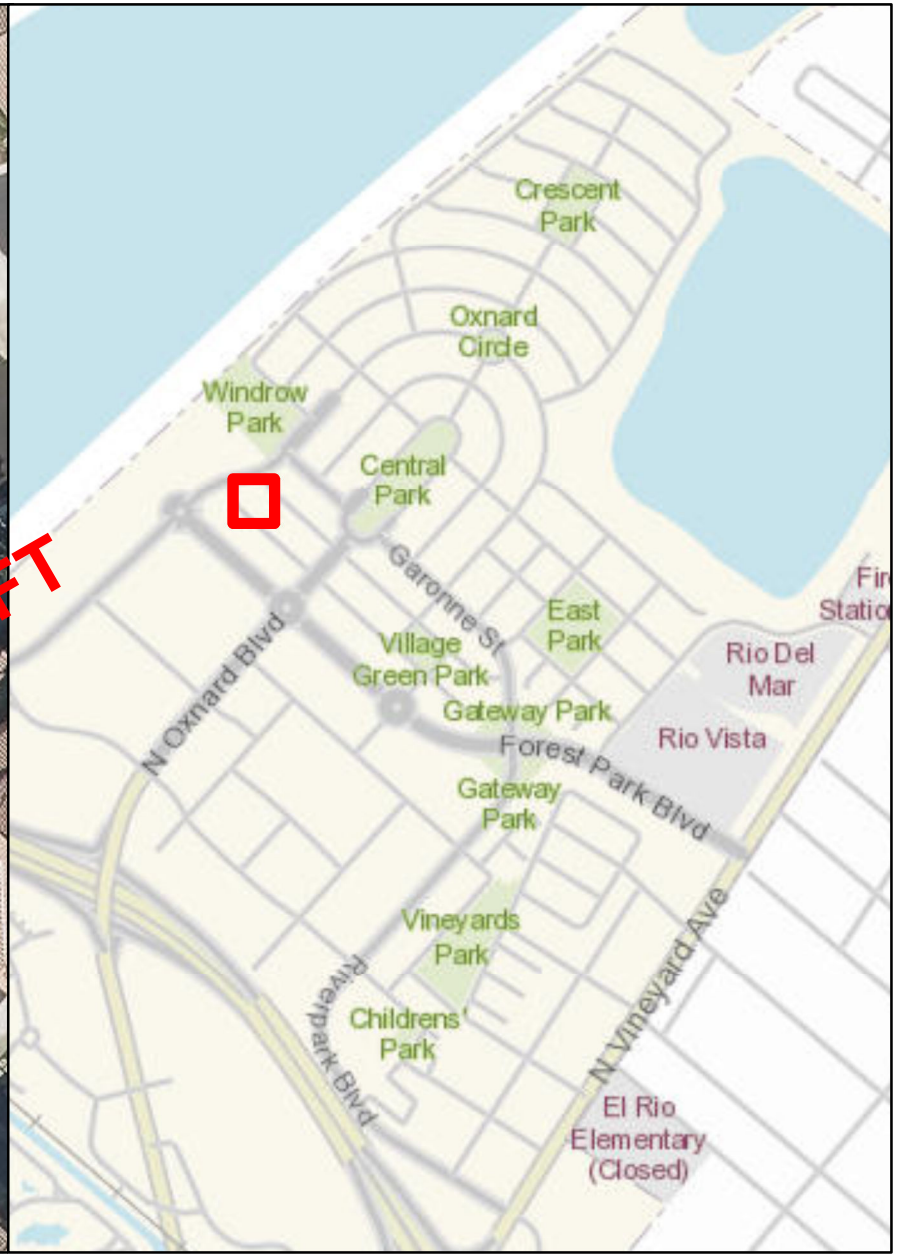
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 203





STORMFILTER GRATE INLET - 72"

Number of Cartridges is Unk

Legend

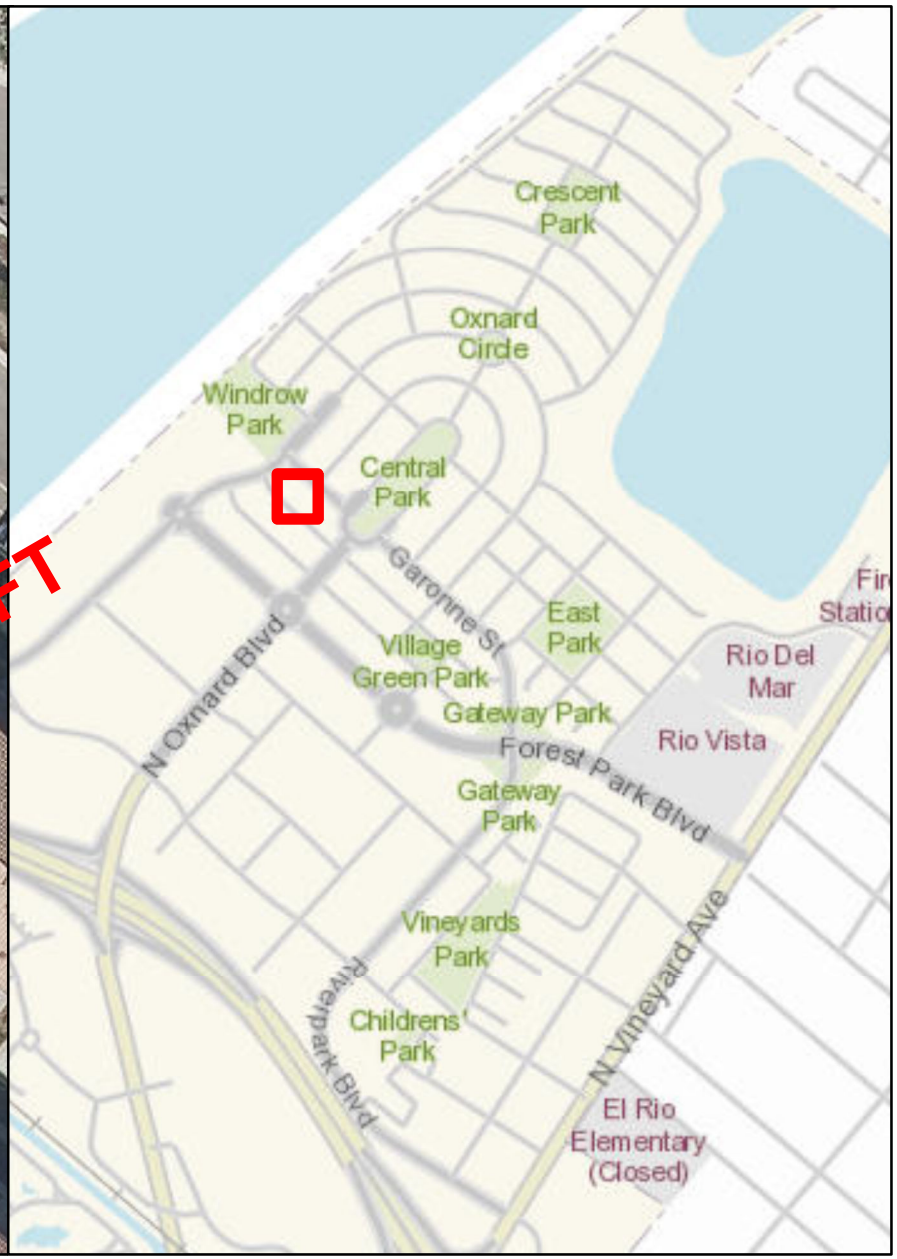
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 204





STORMFILTER GRATE INLET - 72"

Number of Cartridges is Unk

Legend

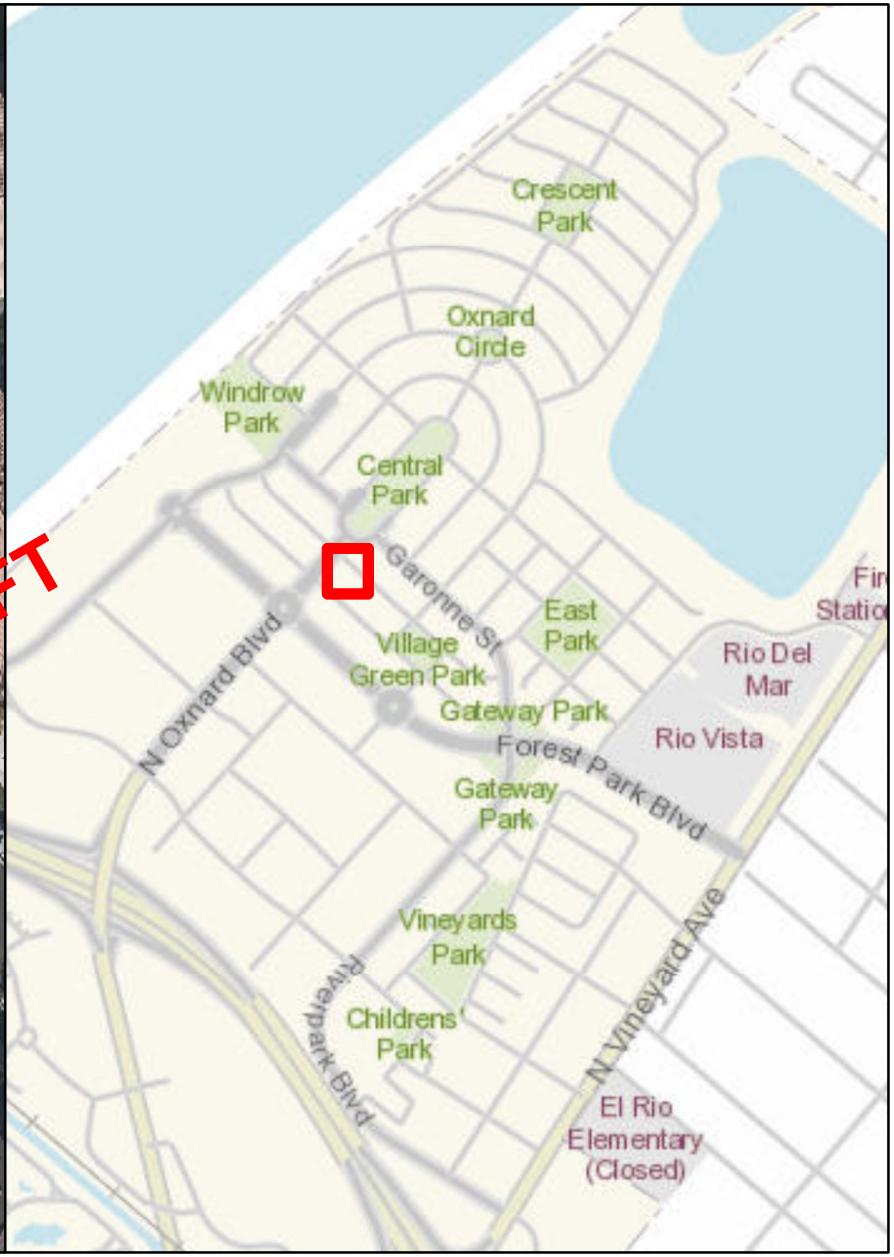
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 205





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 6

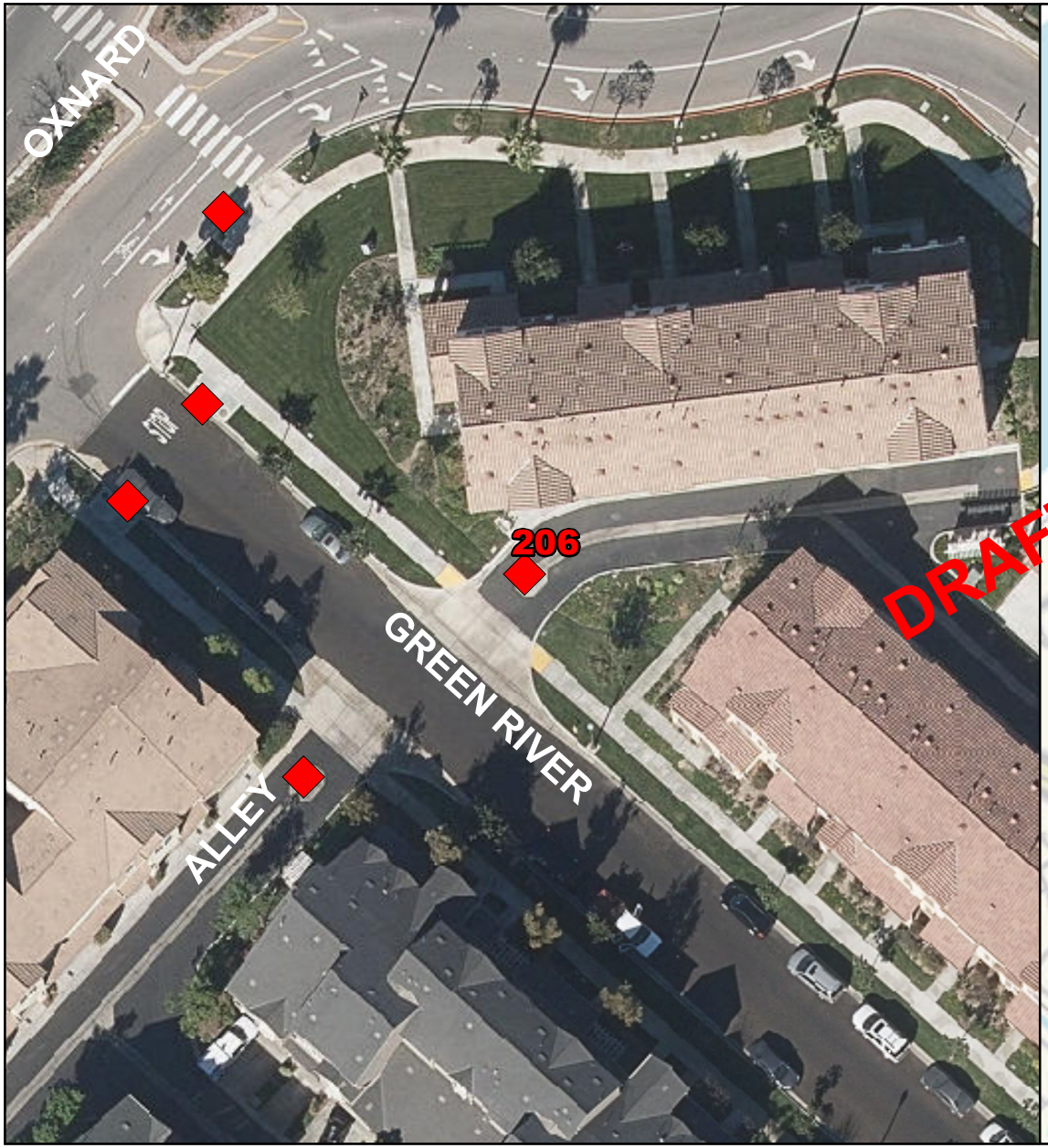
Legend

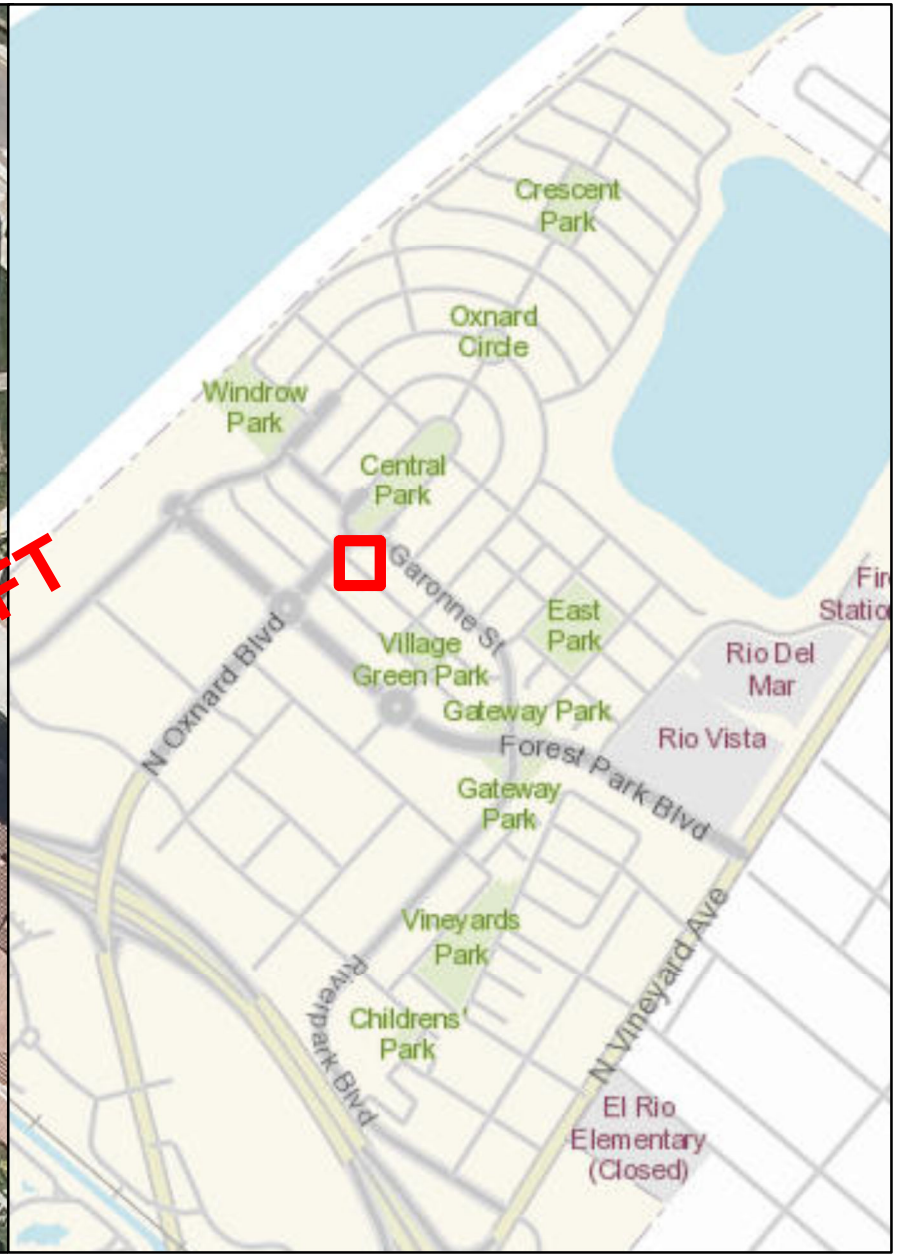
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 206





STORMFILTER GRATE INLET - 60"

Number of Cartridges is 2

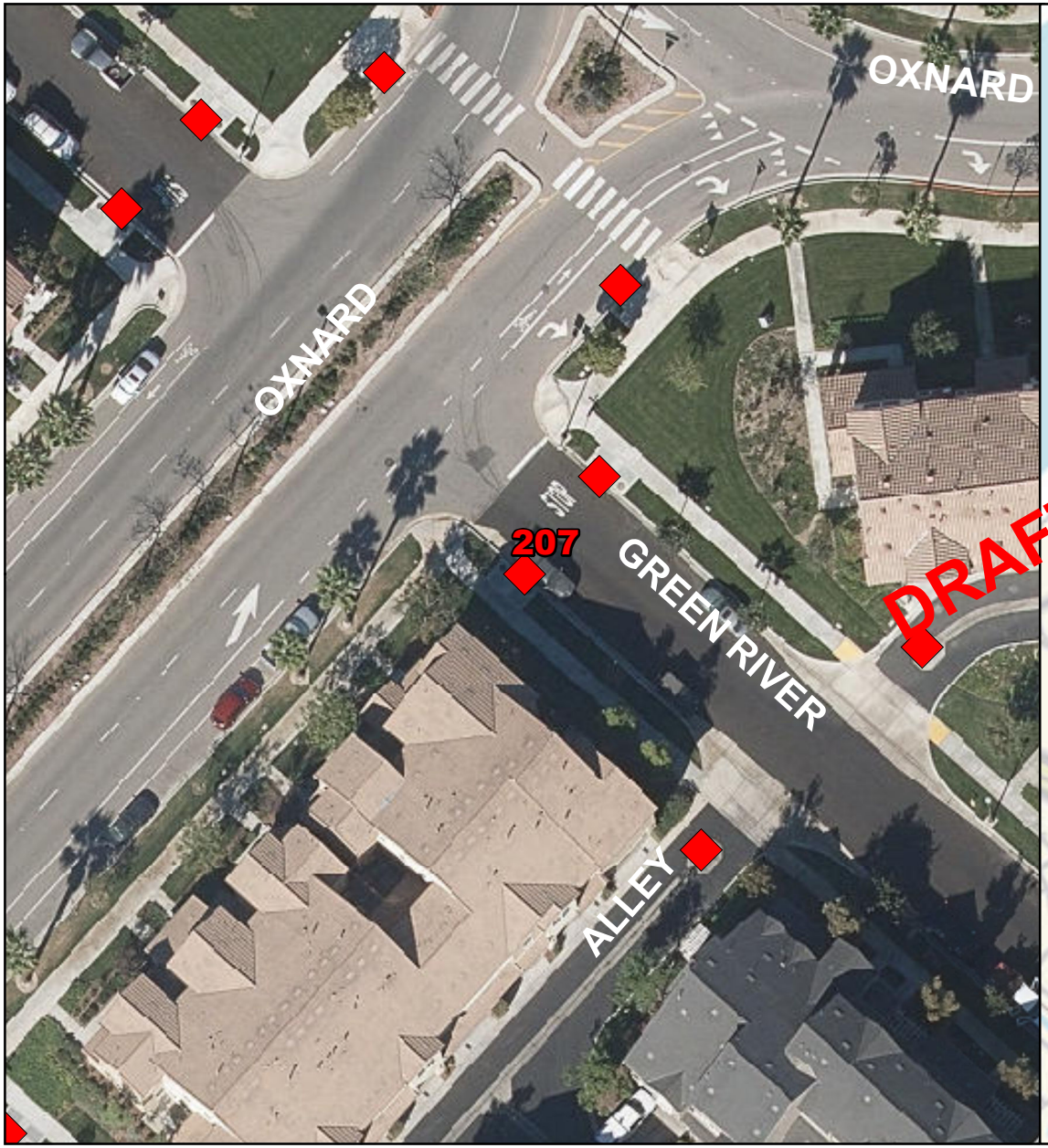
Legend

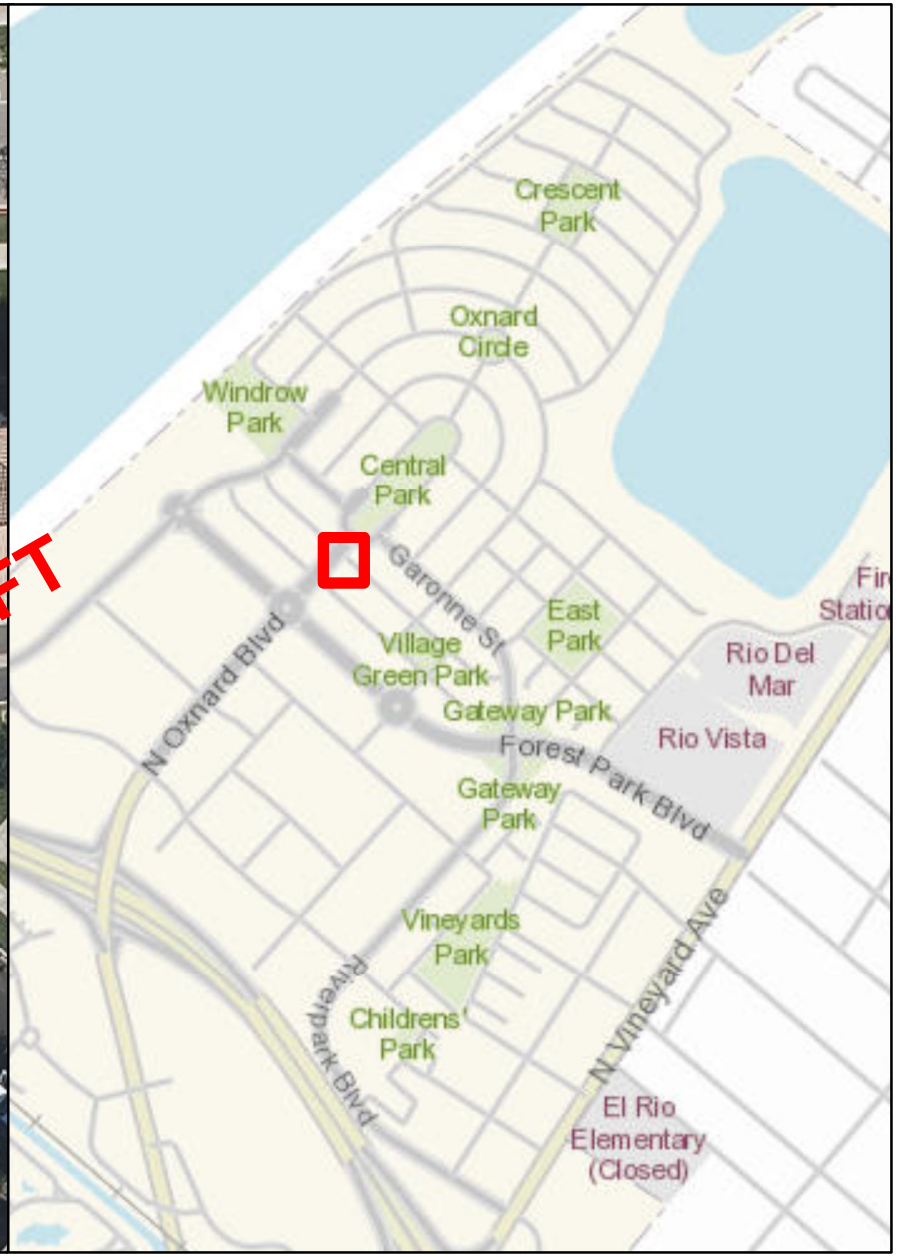
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 207





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 7

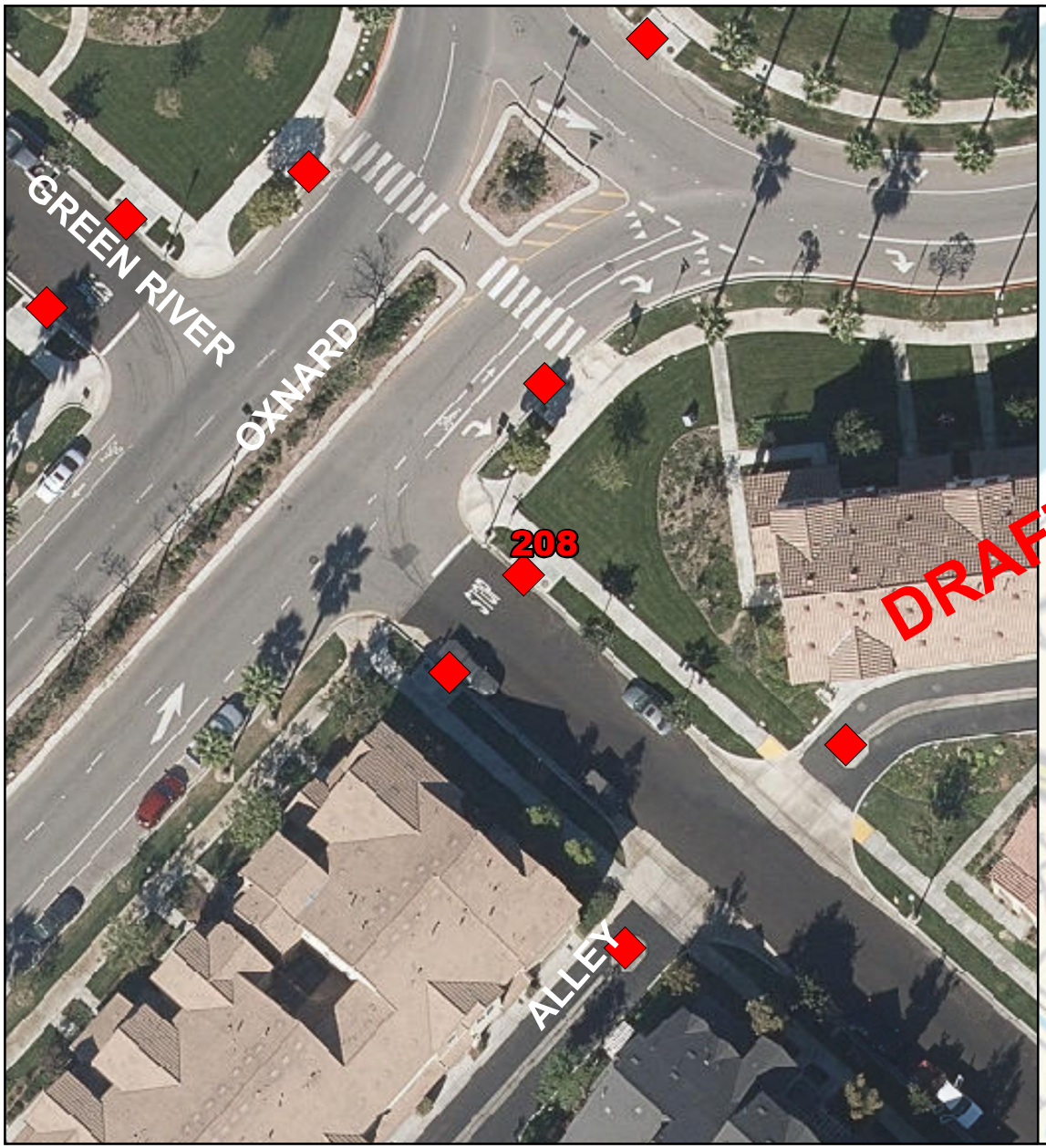
Legend

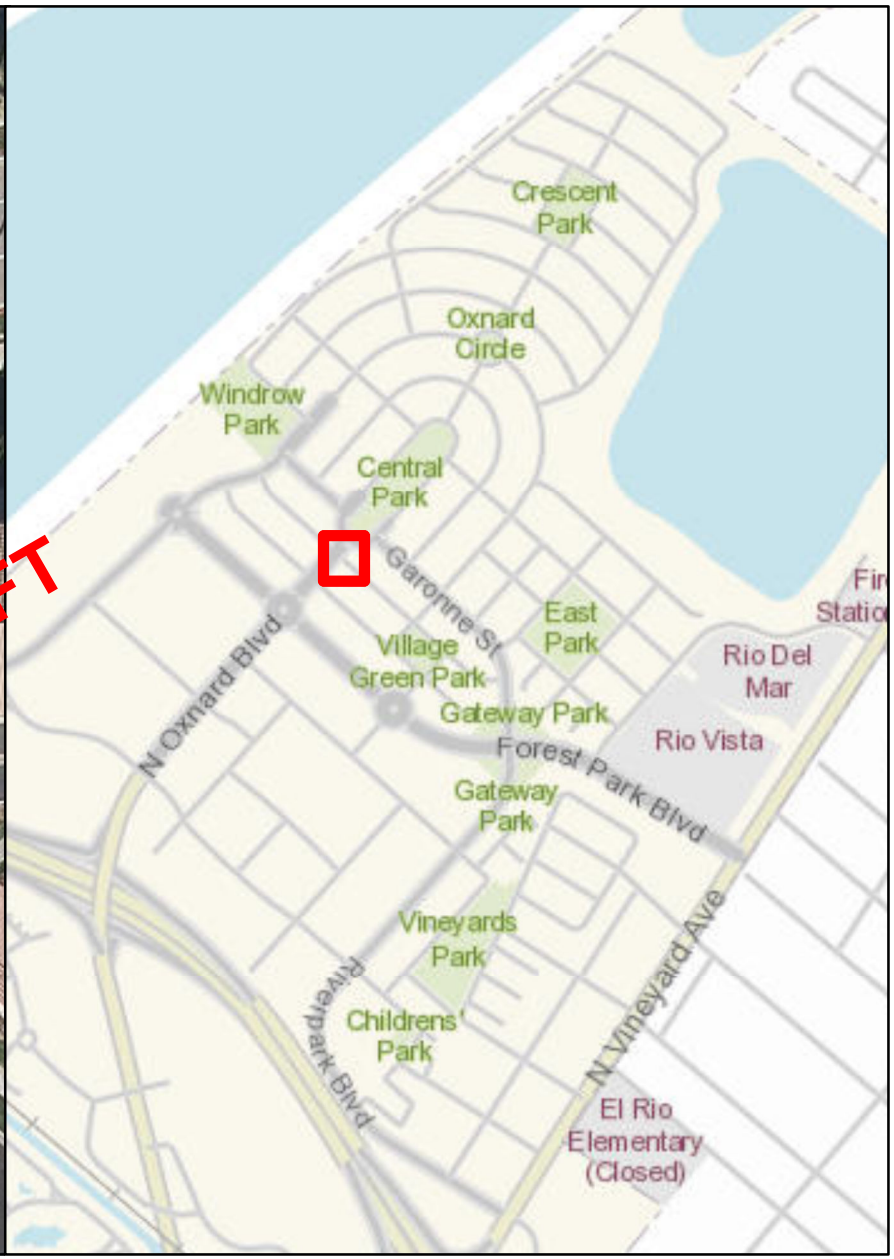
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 208





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

Legend

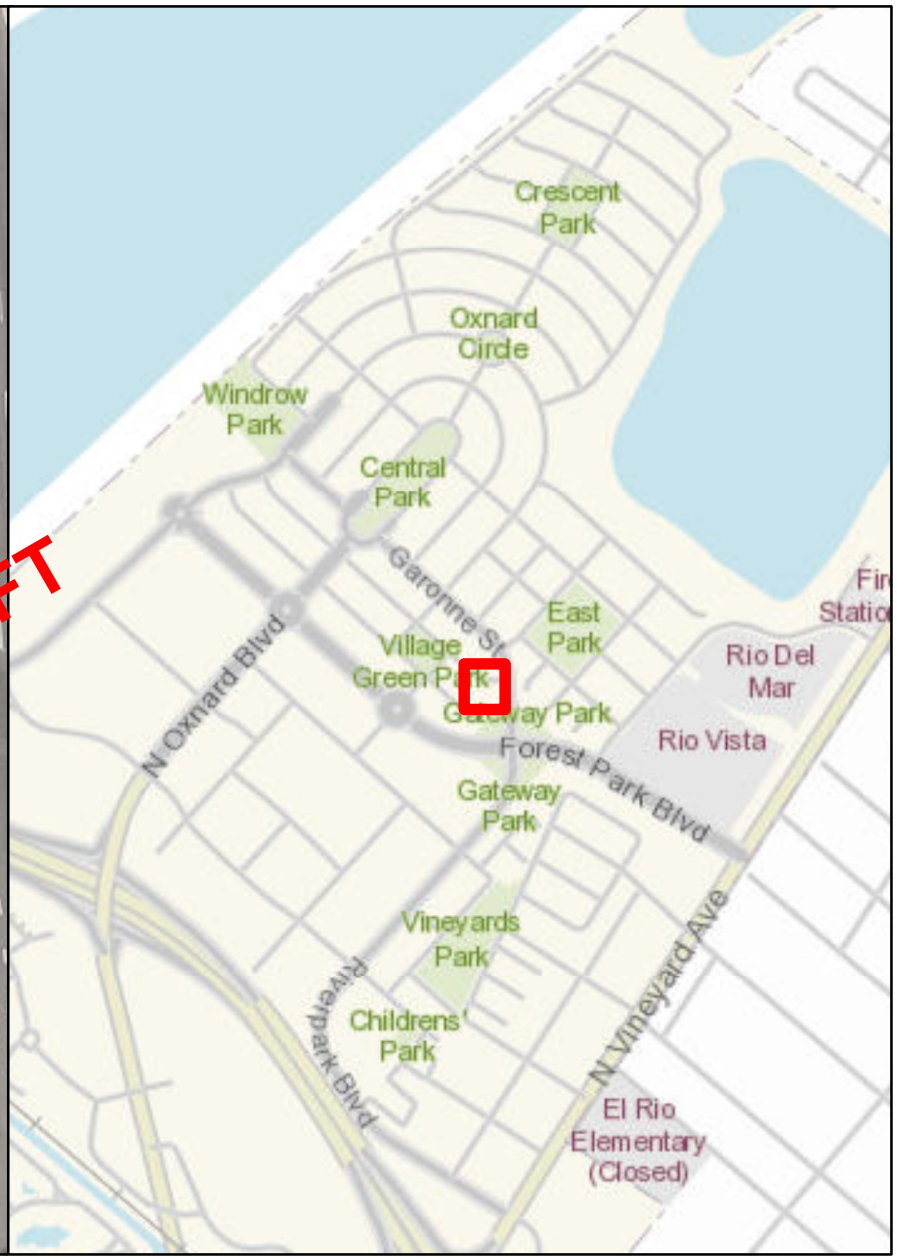
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 209





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 6

Legend

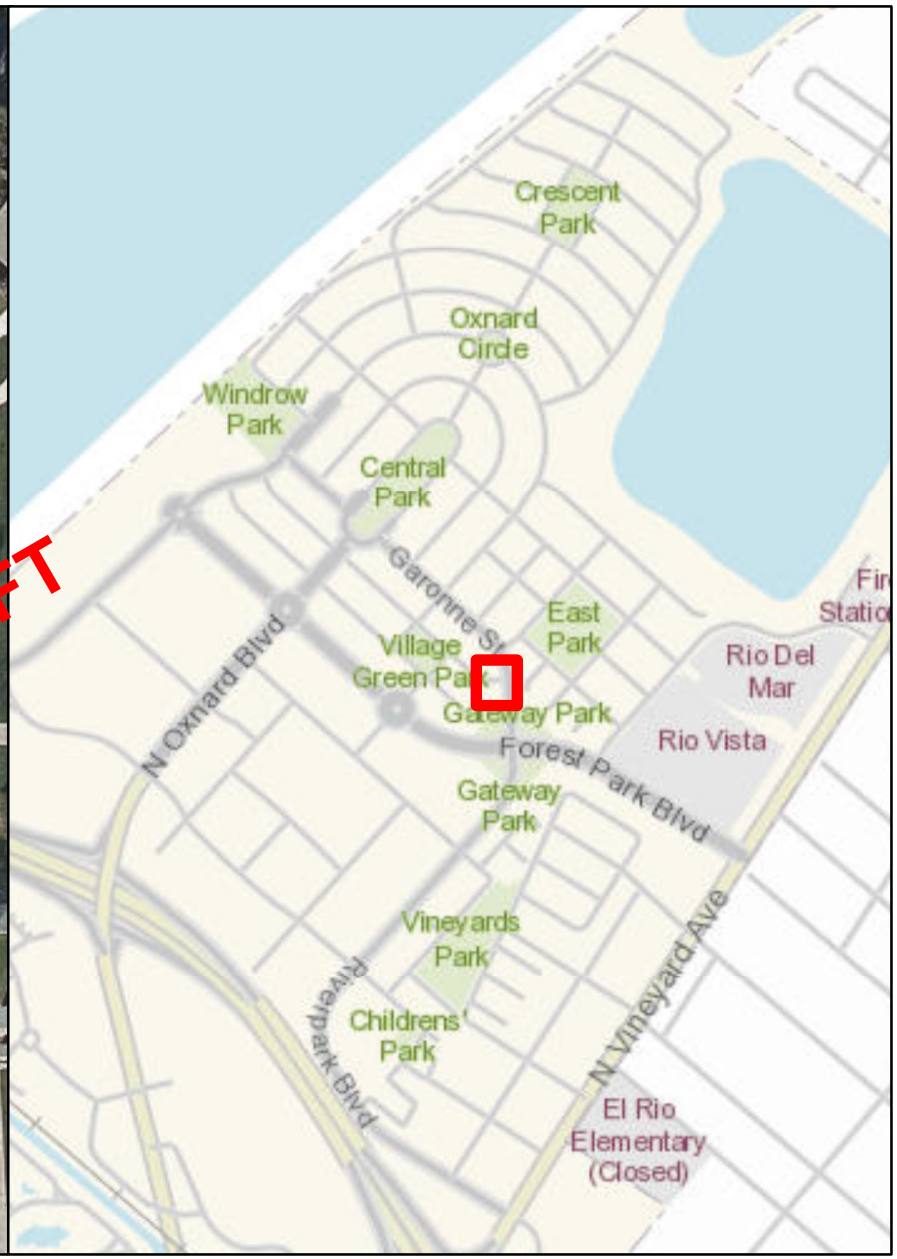
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 210





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 6

Legend

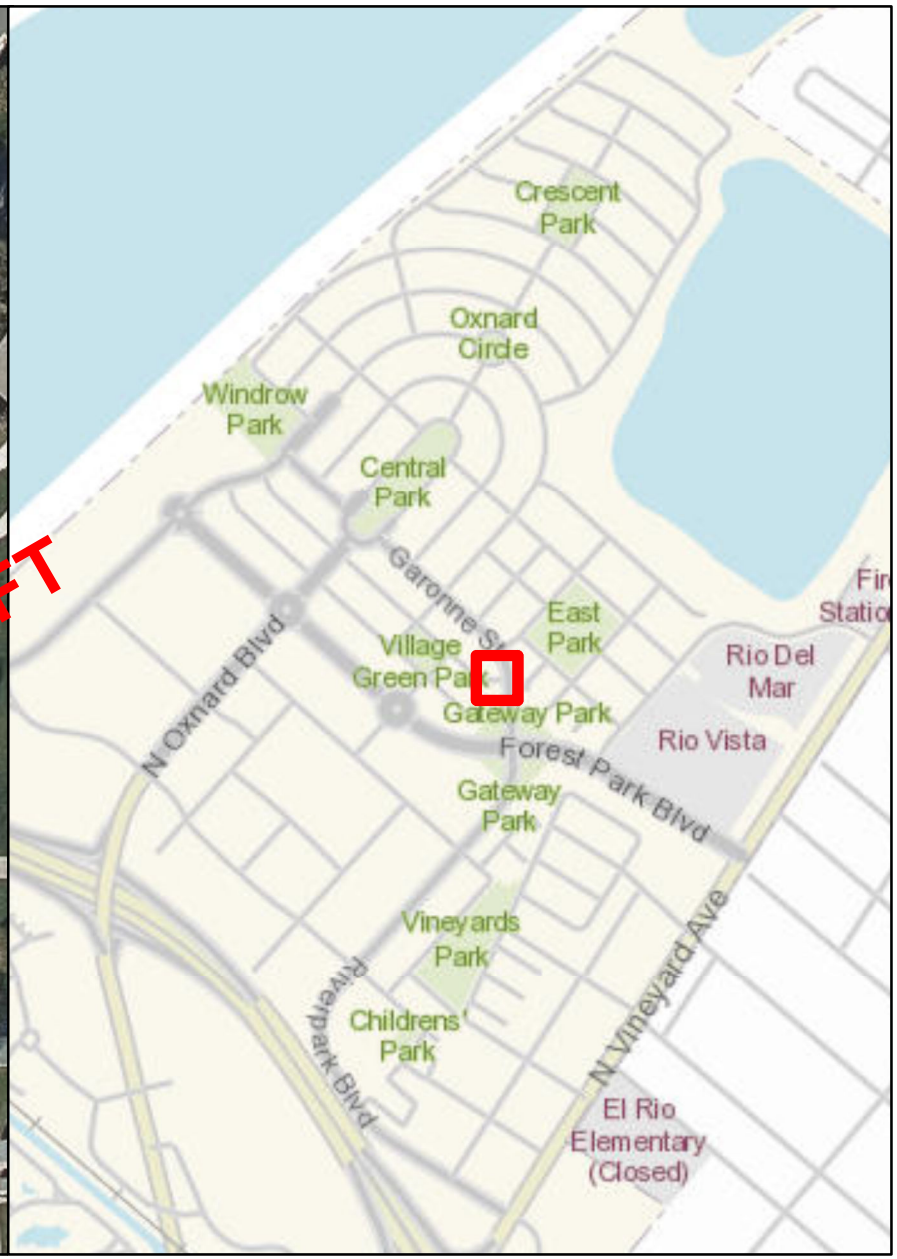
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 211





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 3

Legend

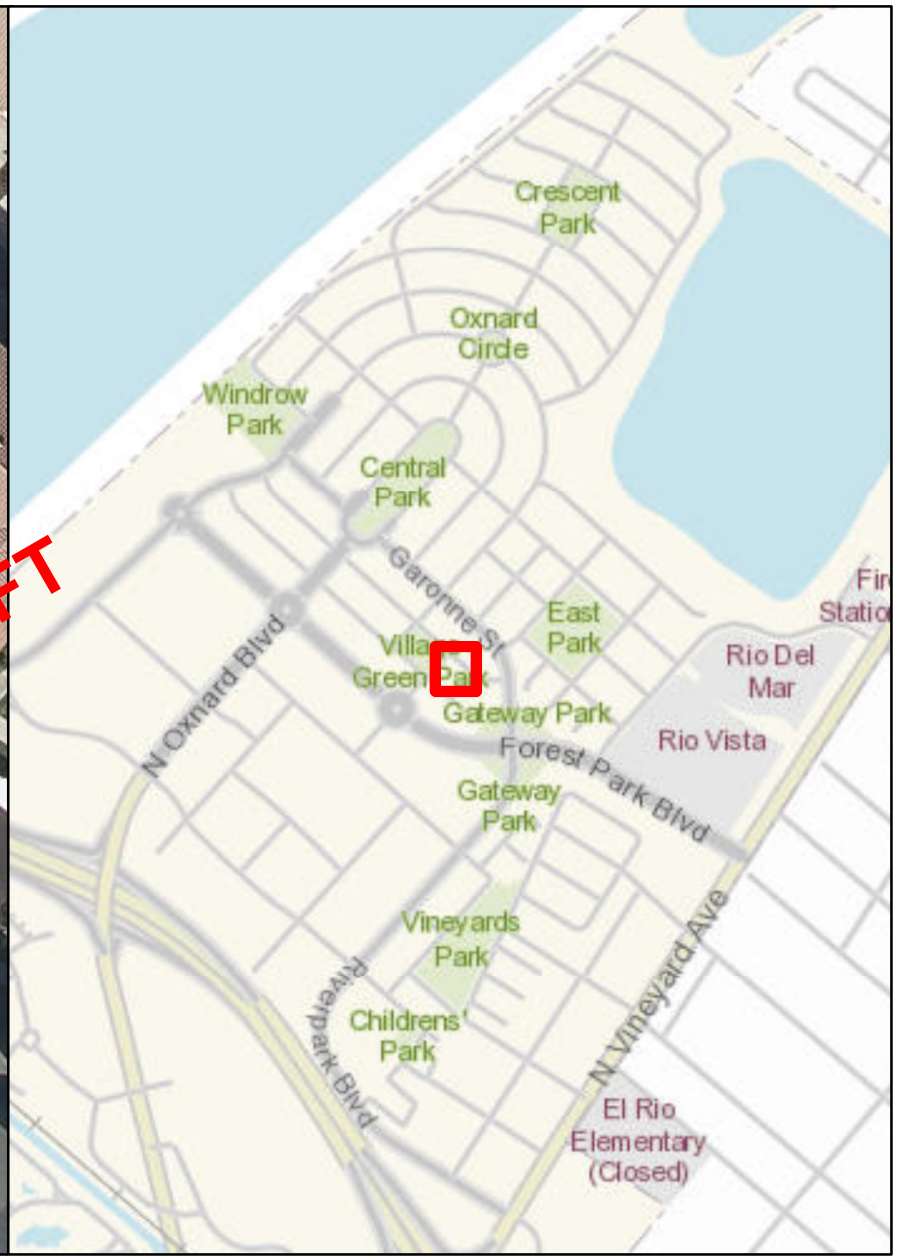
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 212





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 4

Legend

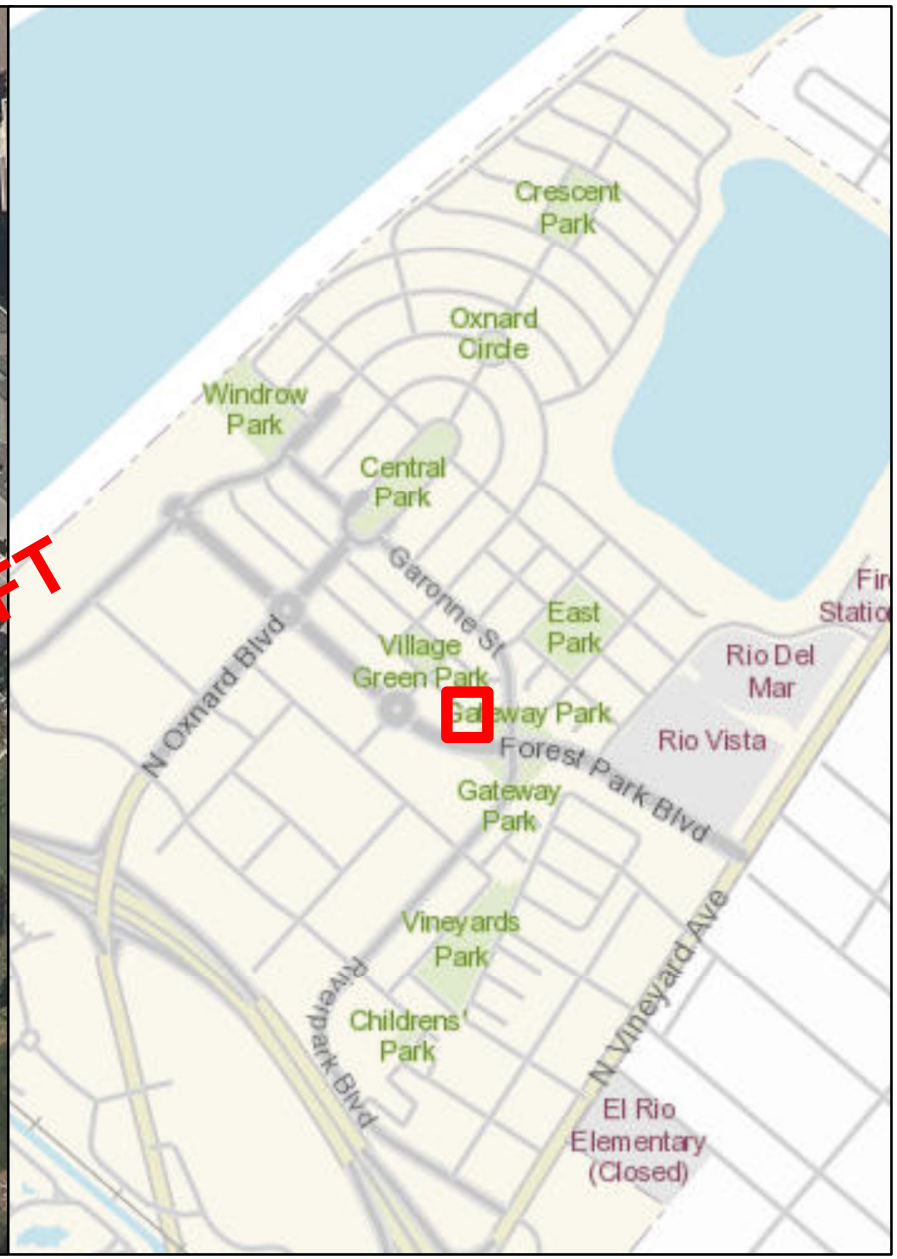
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 213





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 6

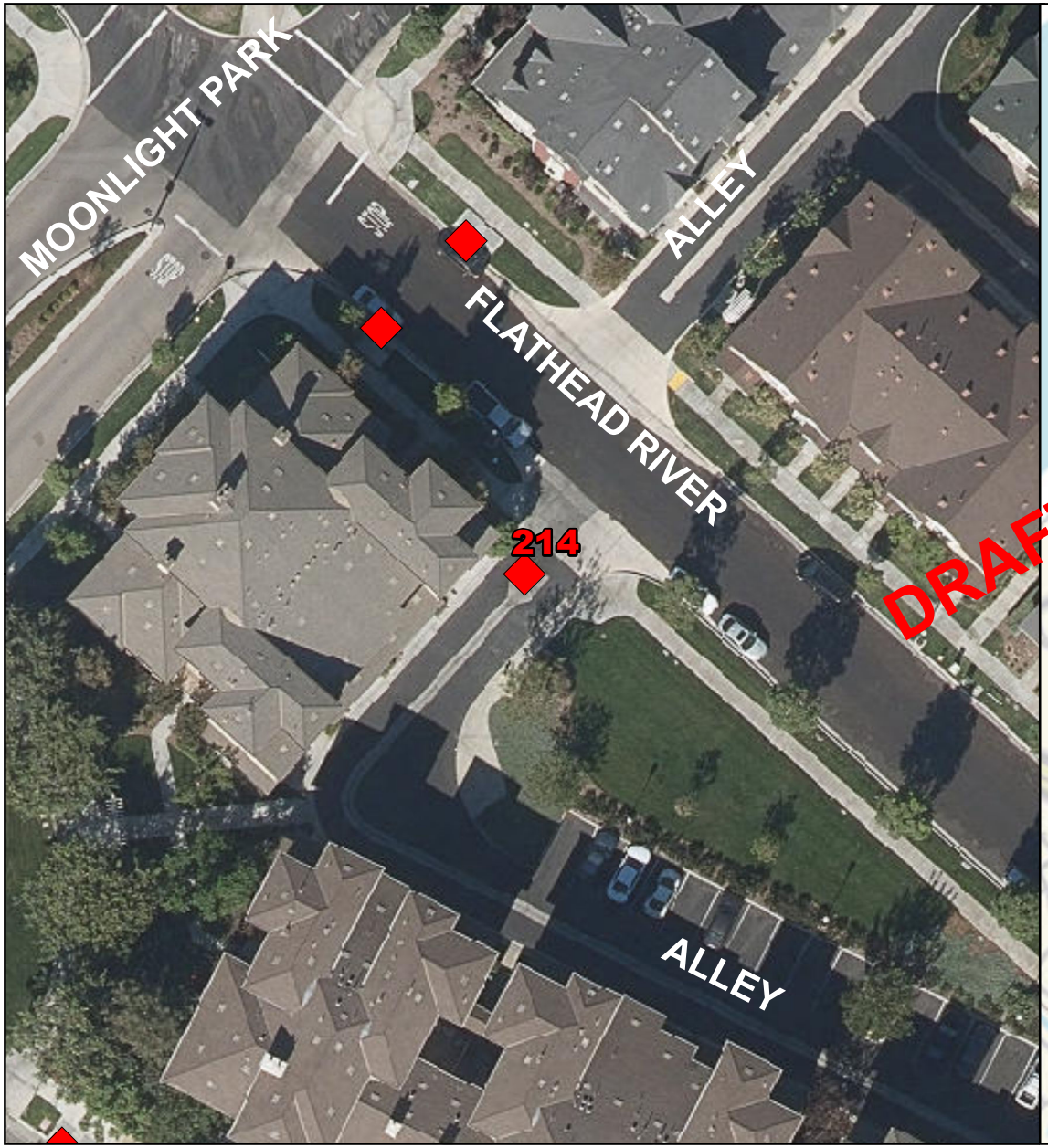
Legend

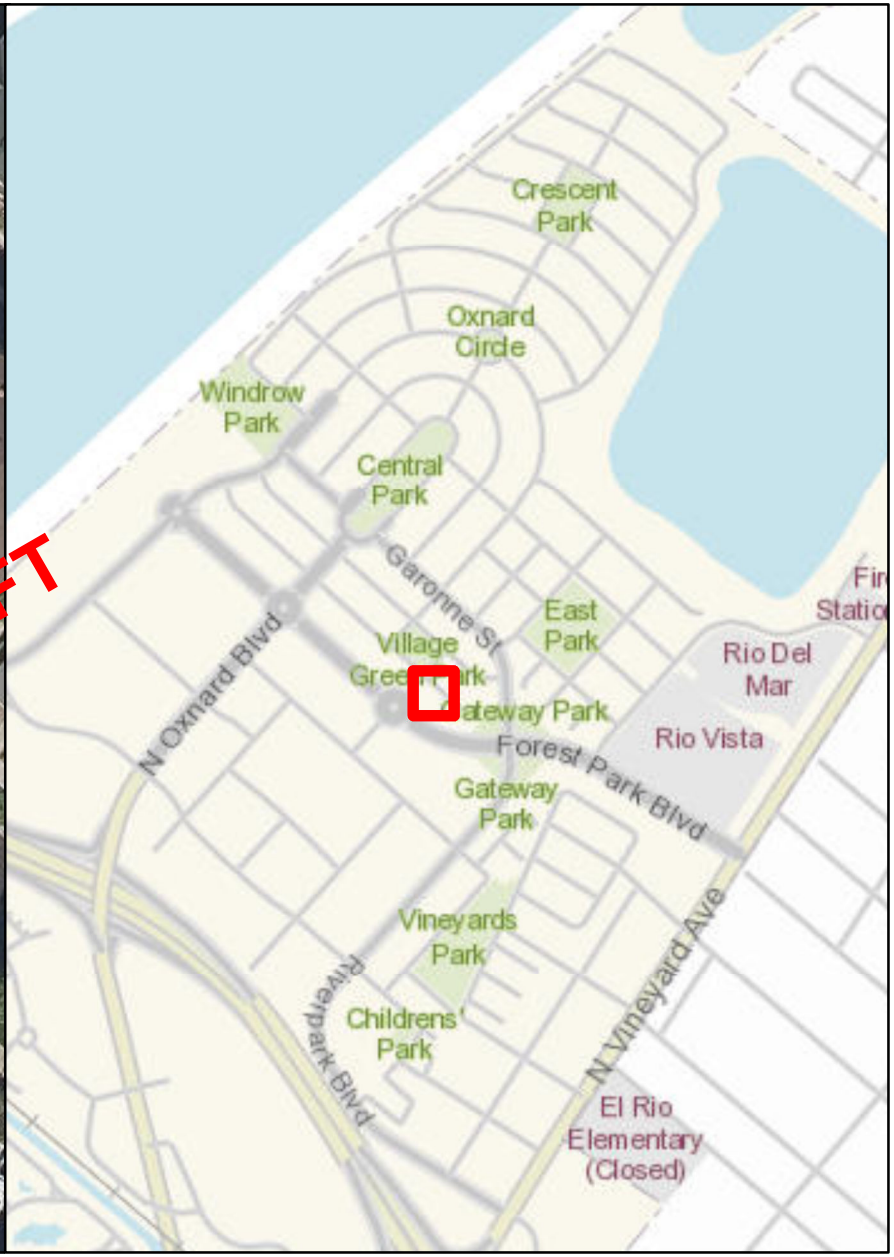
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 214





STORMFILTER GRATE INLET - 60"

Number of Cartridges is 3

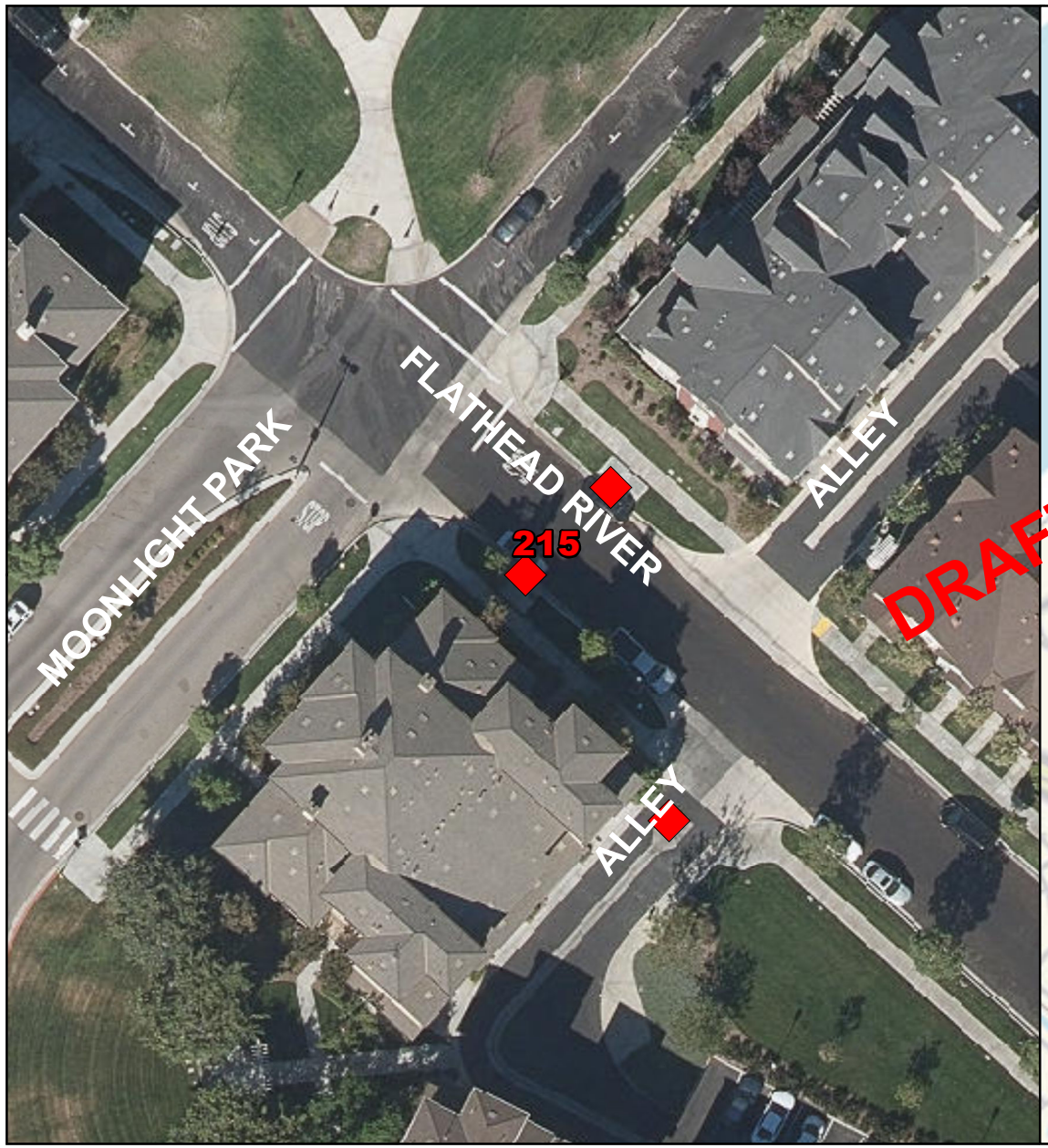
Legend

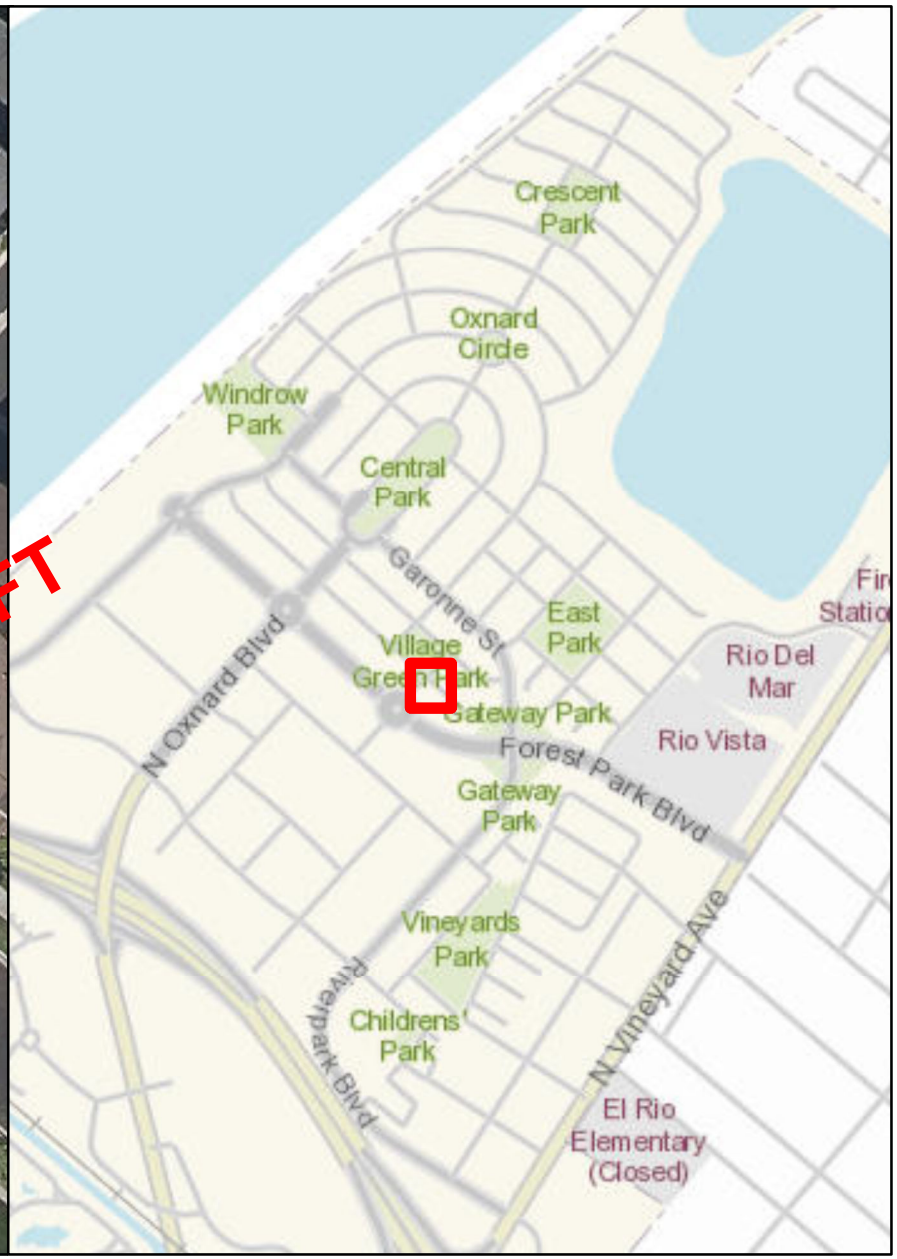
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 215





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

Legend

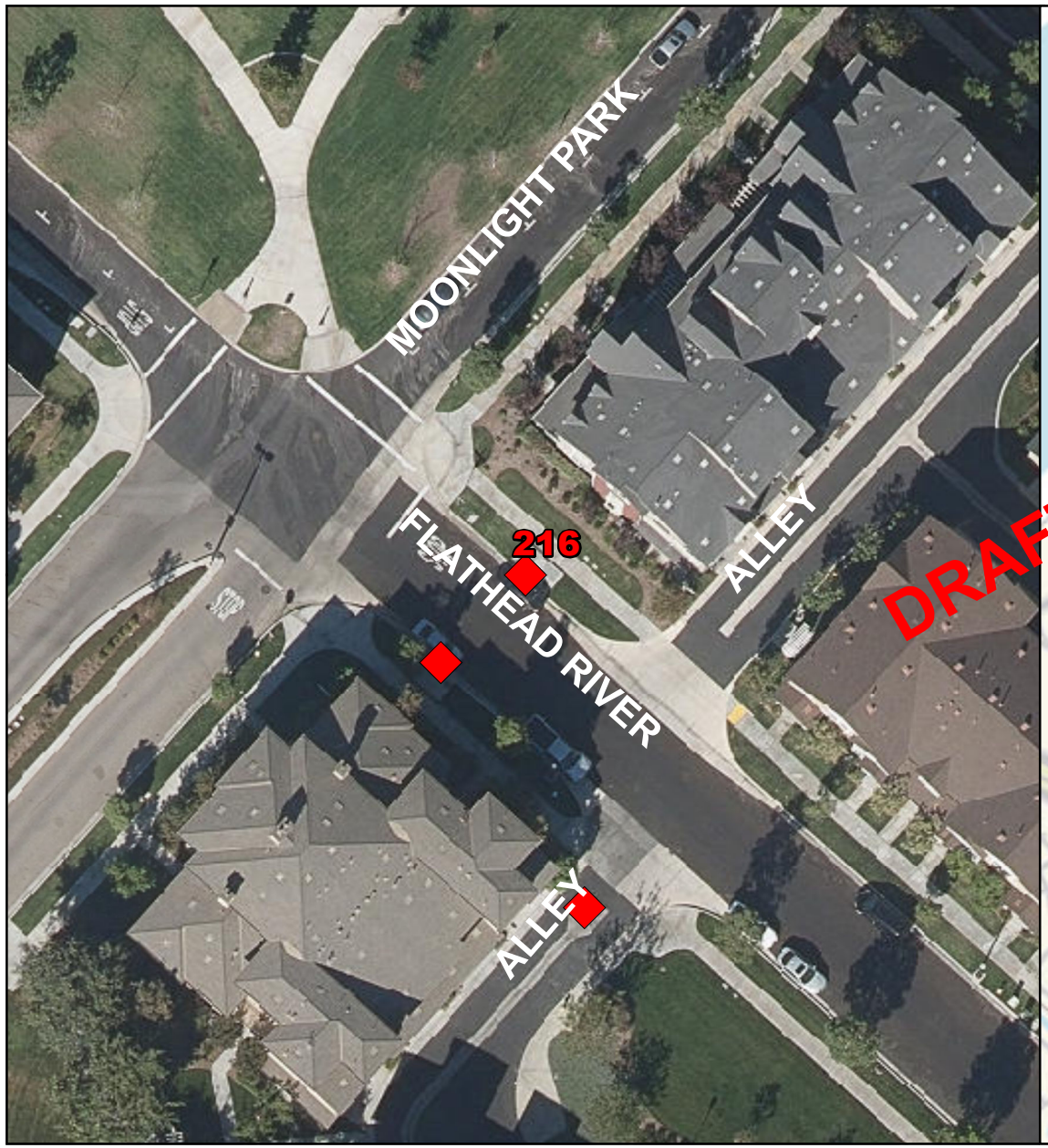
Filtration Unit

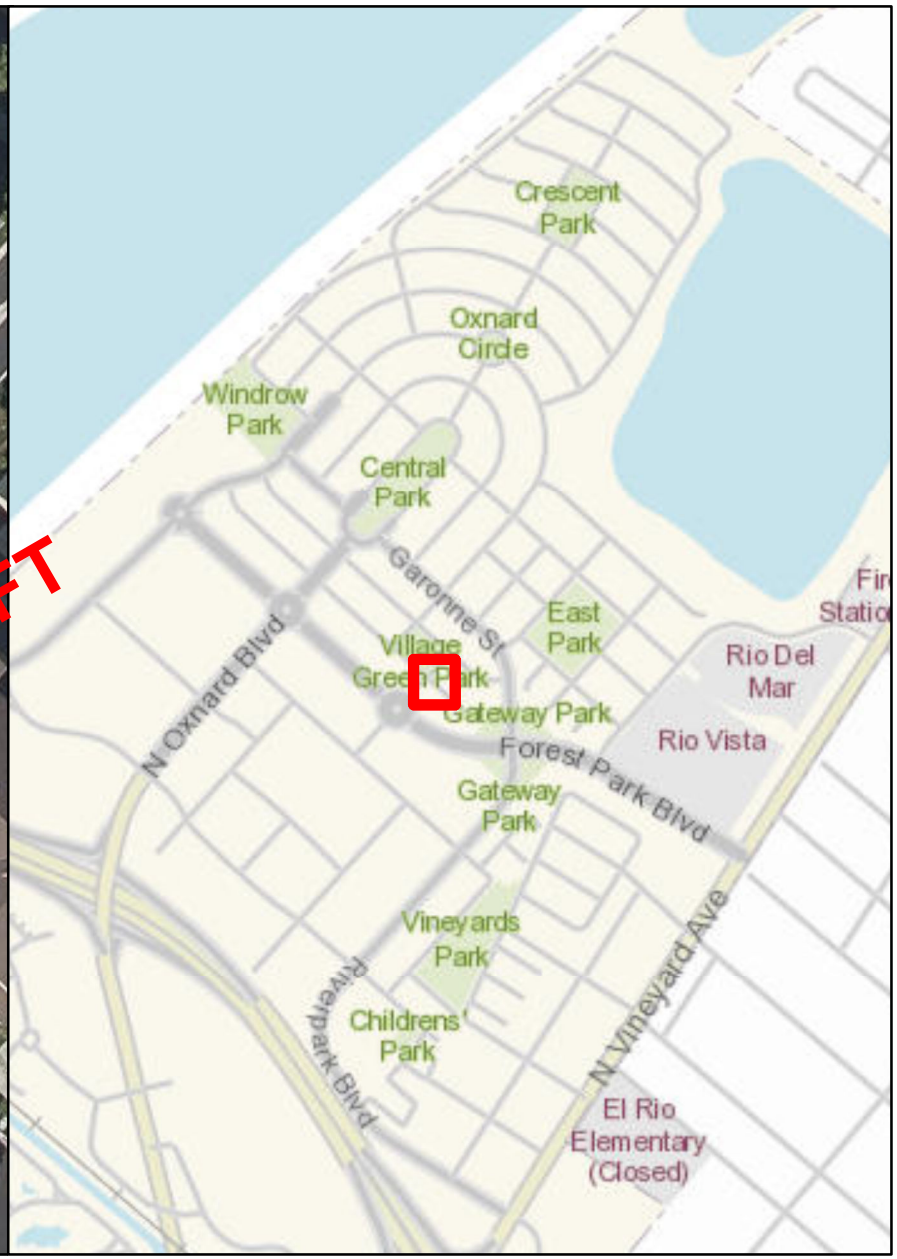
0 15 30 60 90 120 Feet

N W E S

480

Filtration Unit No. 216





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 217





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 5

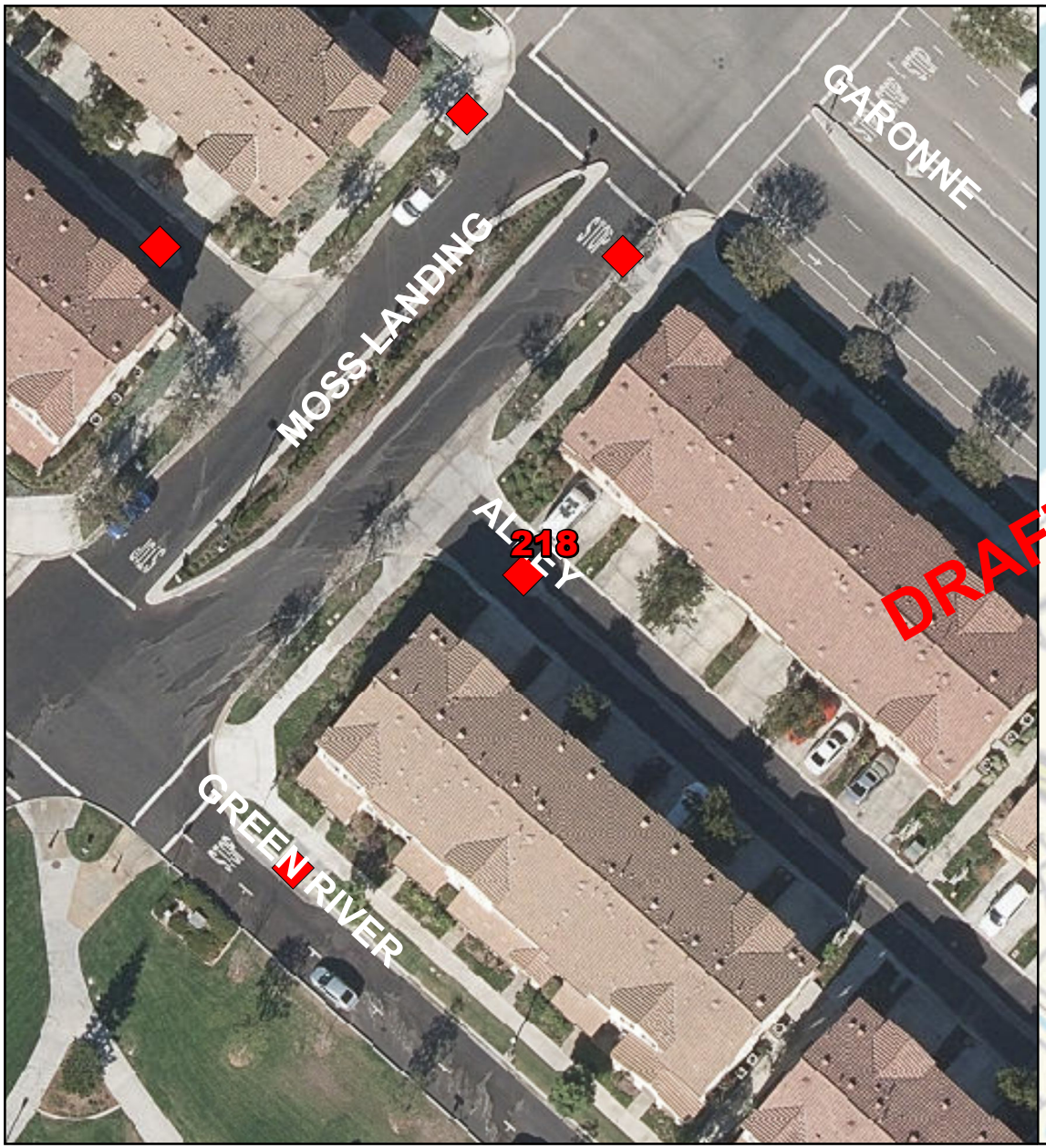
Legend

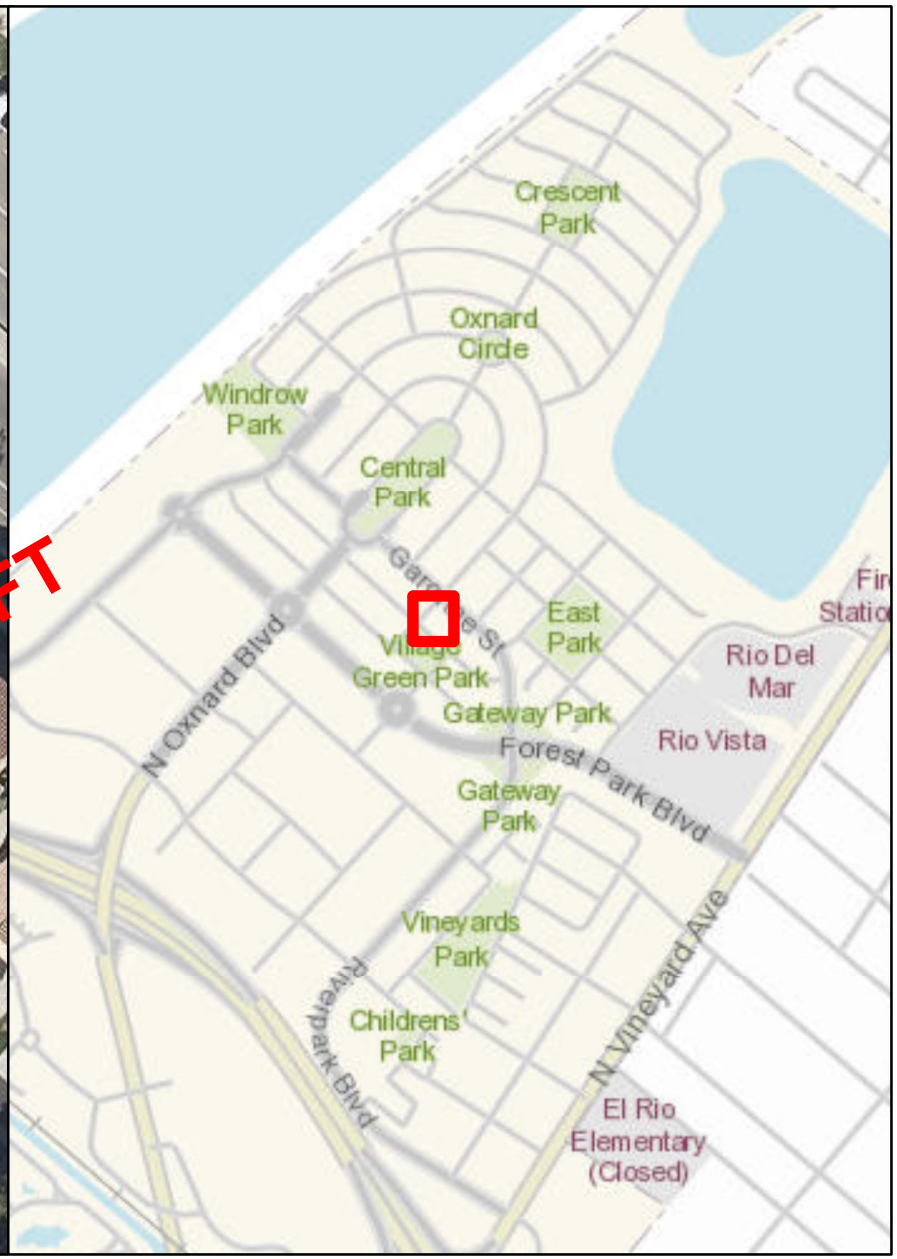
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 218





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

Legend

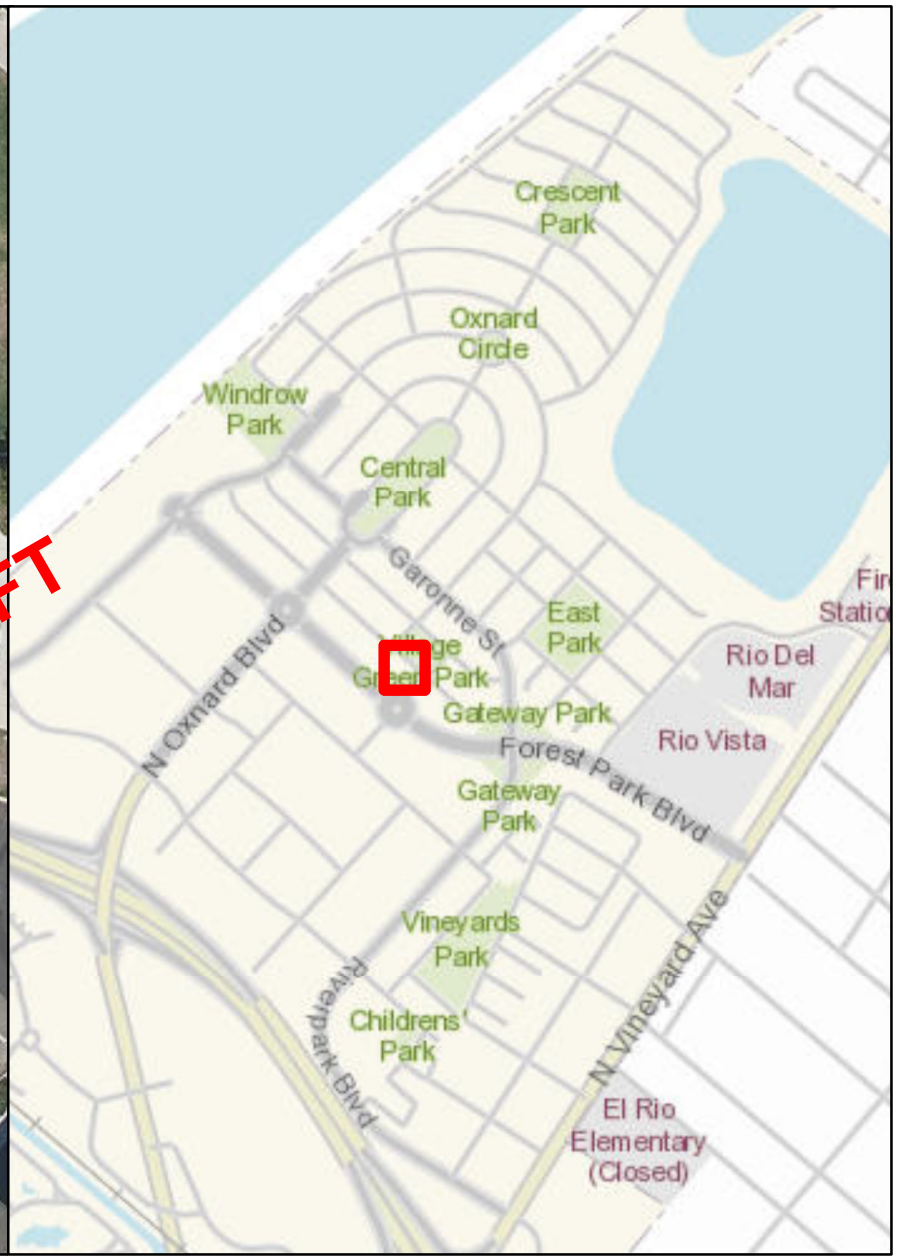
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 219





STORMFILTER GRATE INLET - 60"

Number of Cartridges is 3

Legend

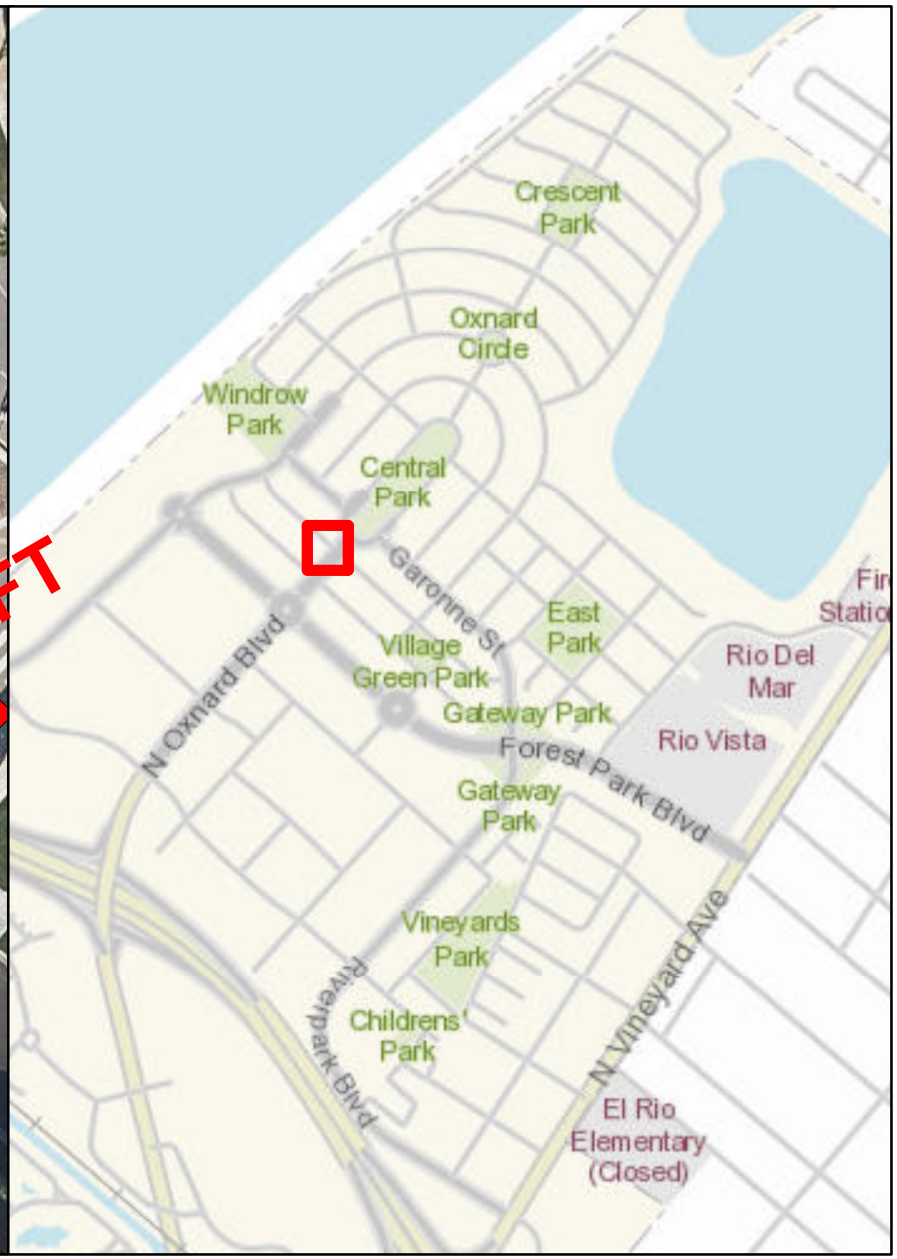
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 484

Filtration Unit No. 220





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 3

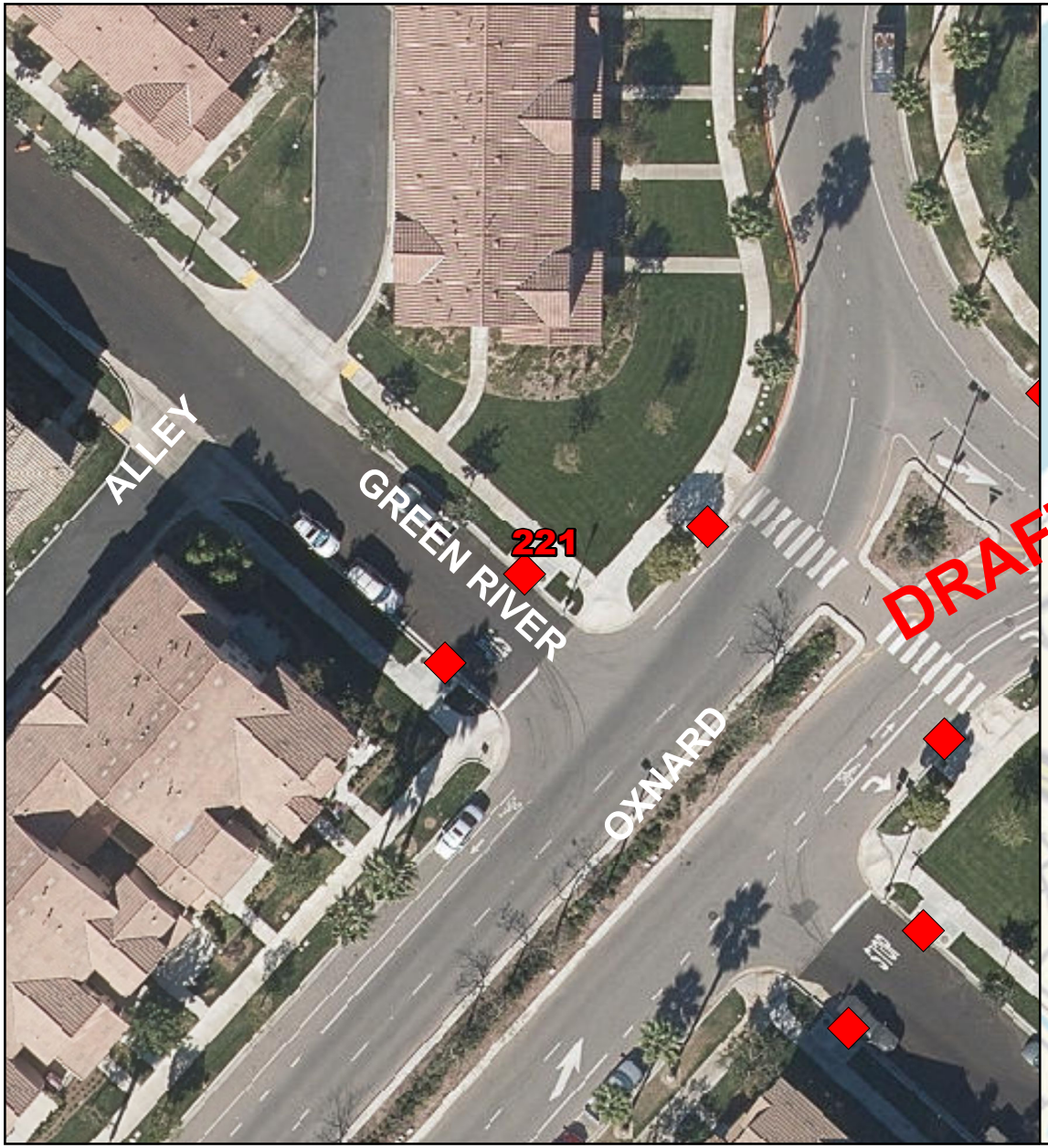
Legend

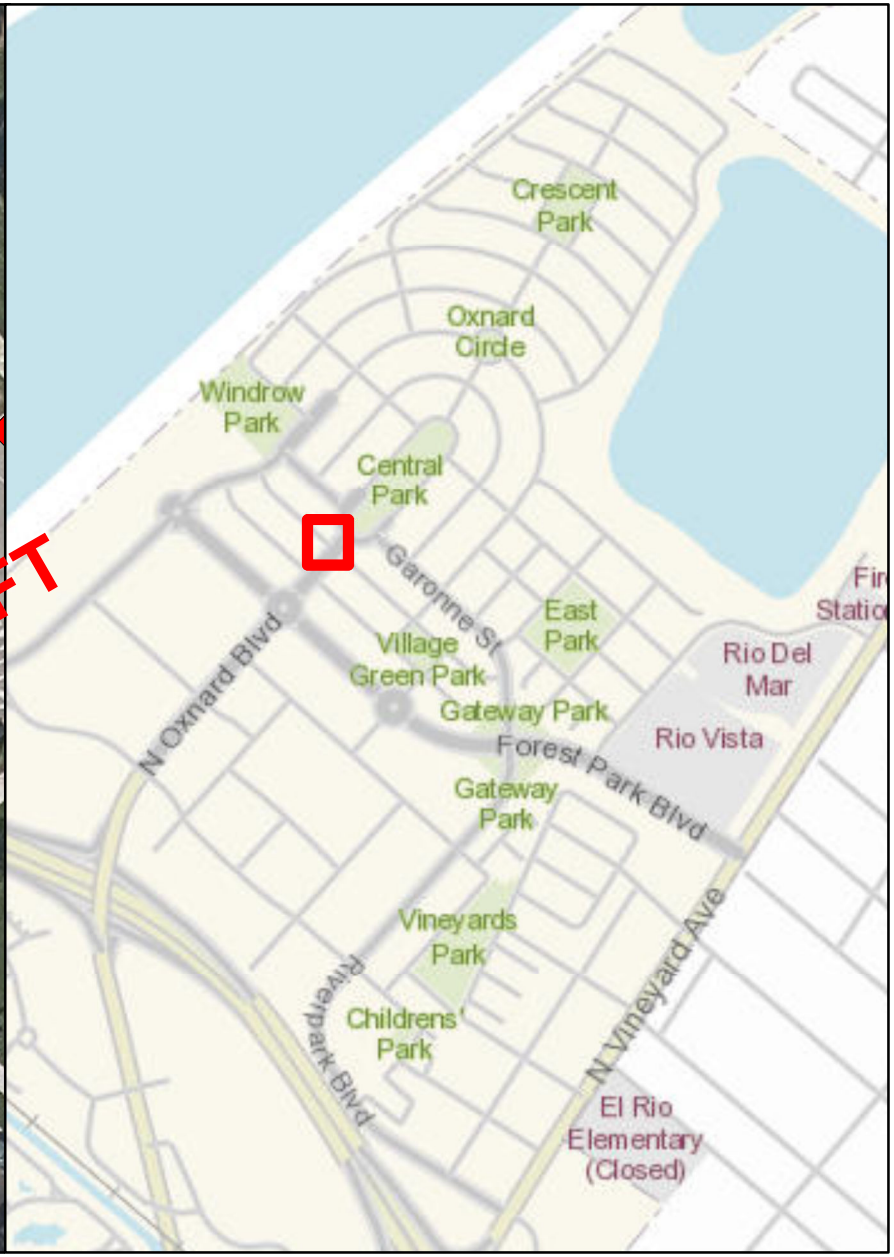
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 221





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 3

Legend

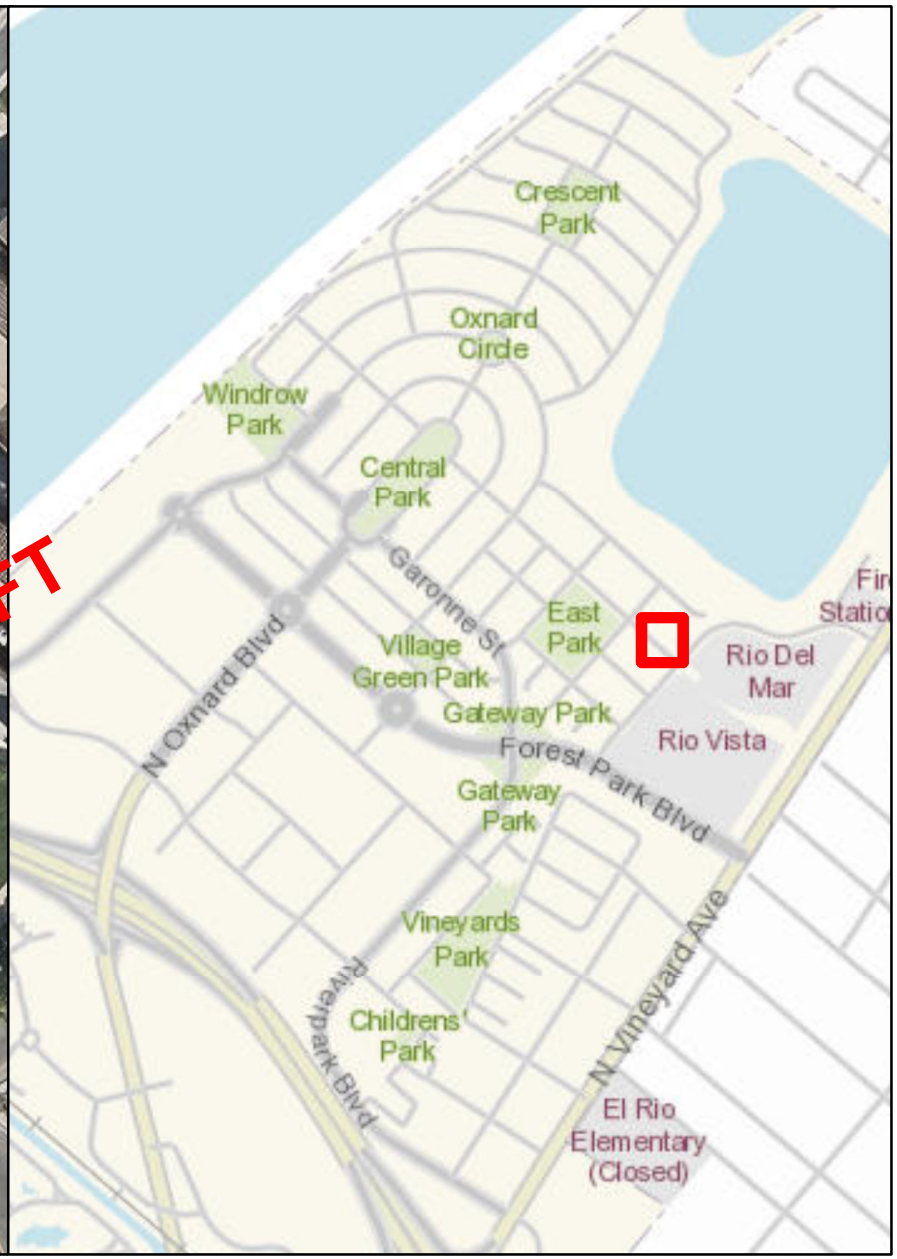
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 222





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

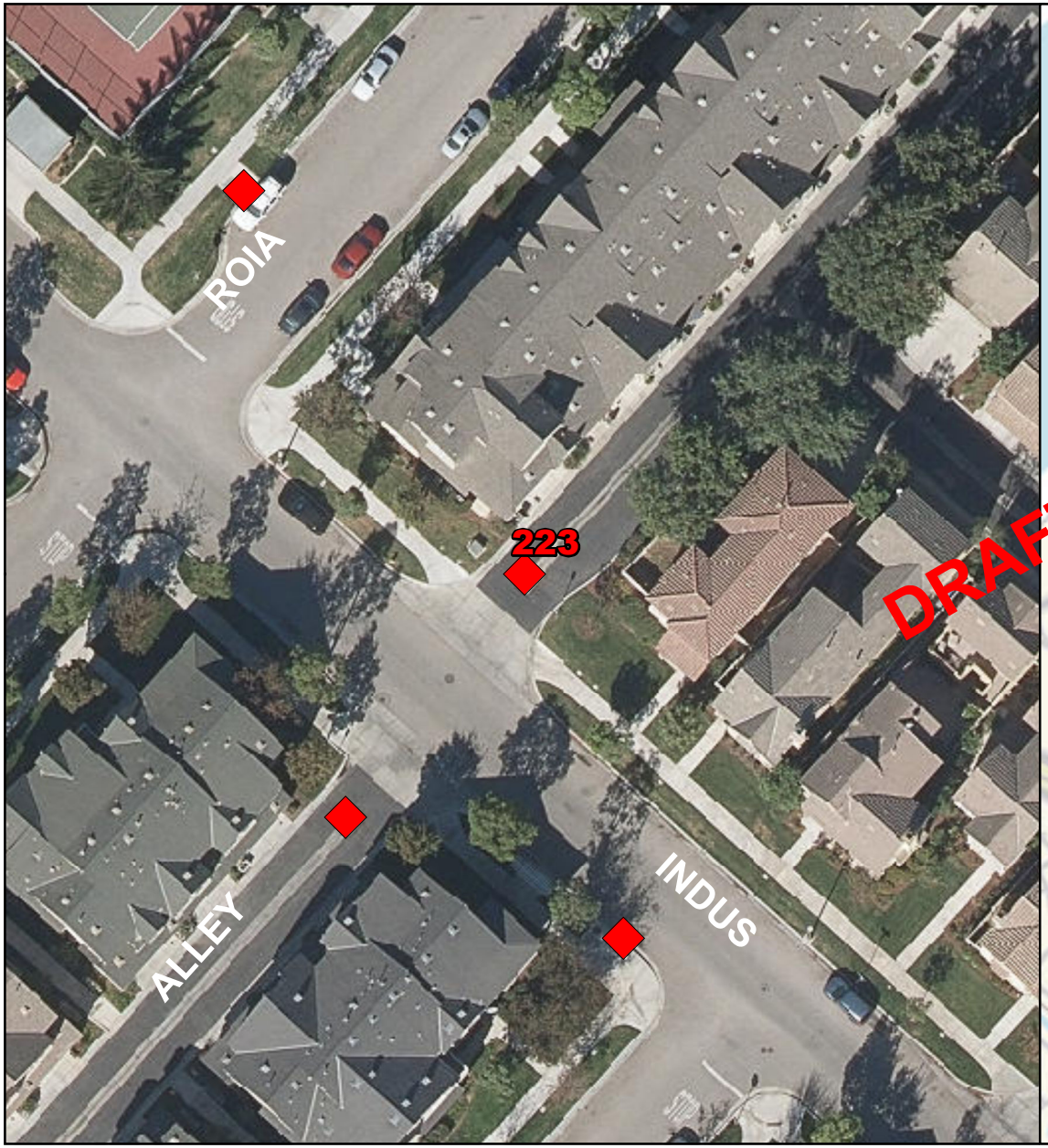
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 223





STORMFILTER GRATE INLET - 60"

Number of Cartridges is 3

Legend

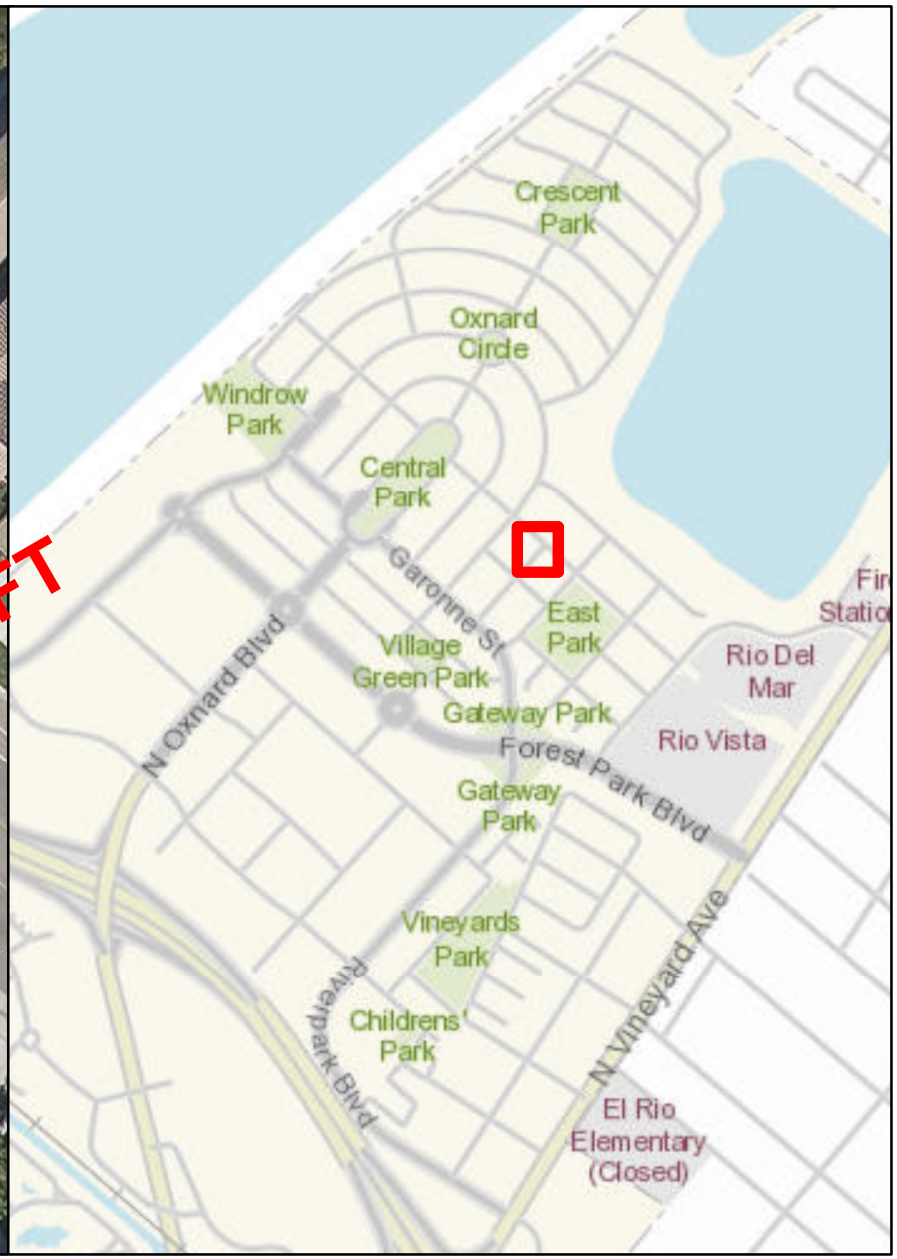
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 224





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S 489

Filtration Unit No. 225





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

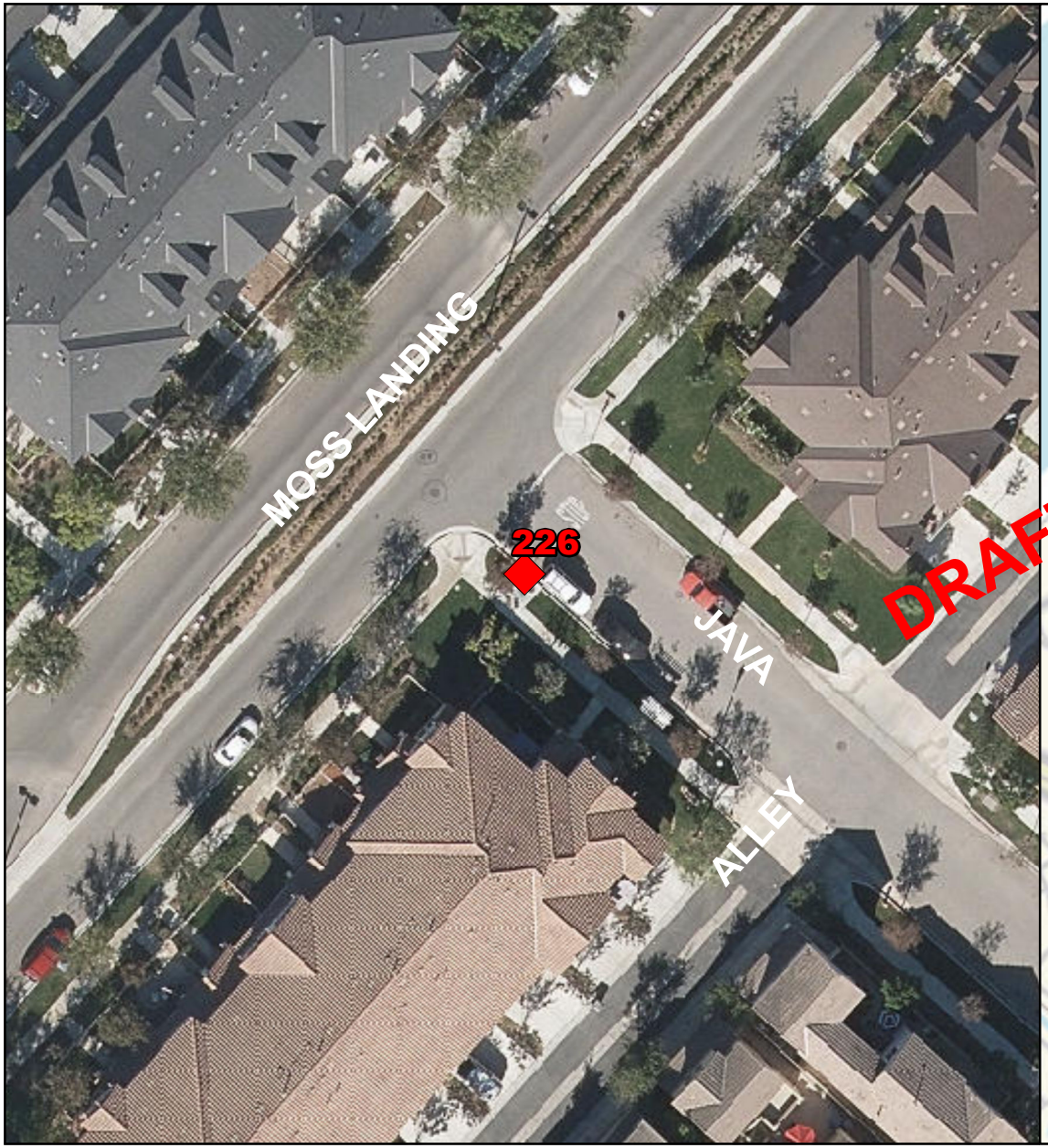
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S 490

Filtration Unit No. 226





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

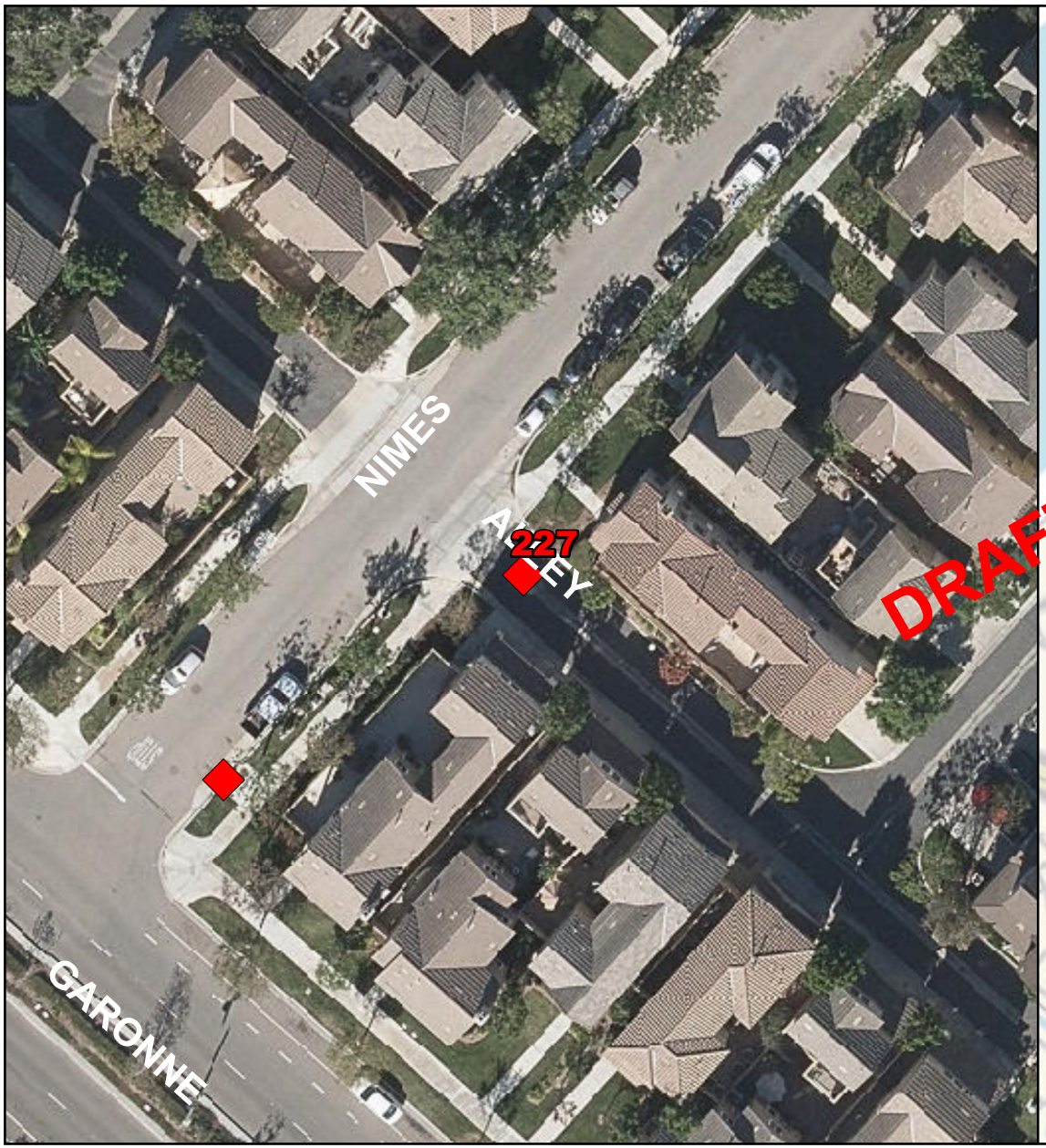
Legend

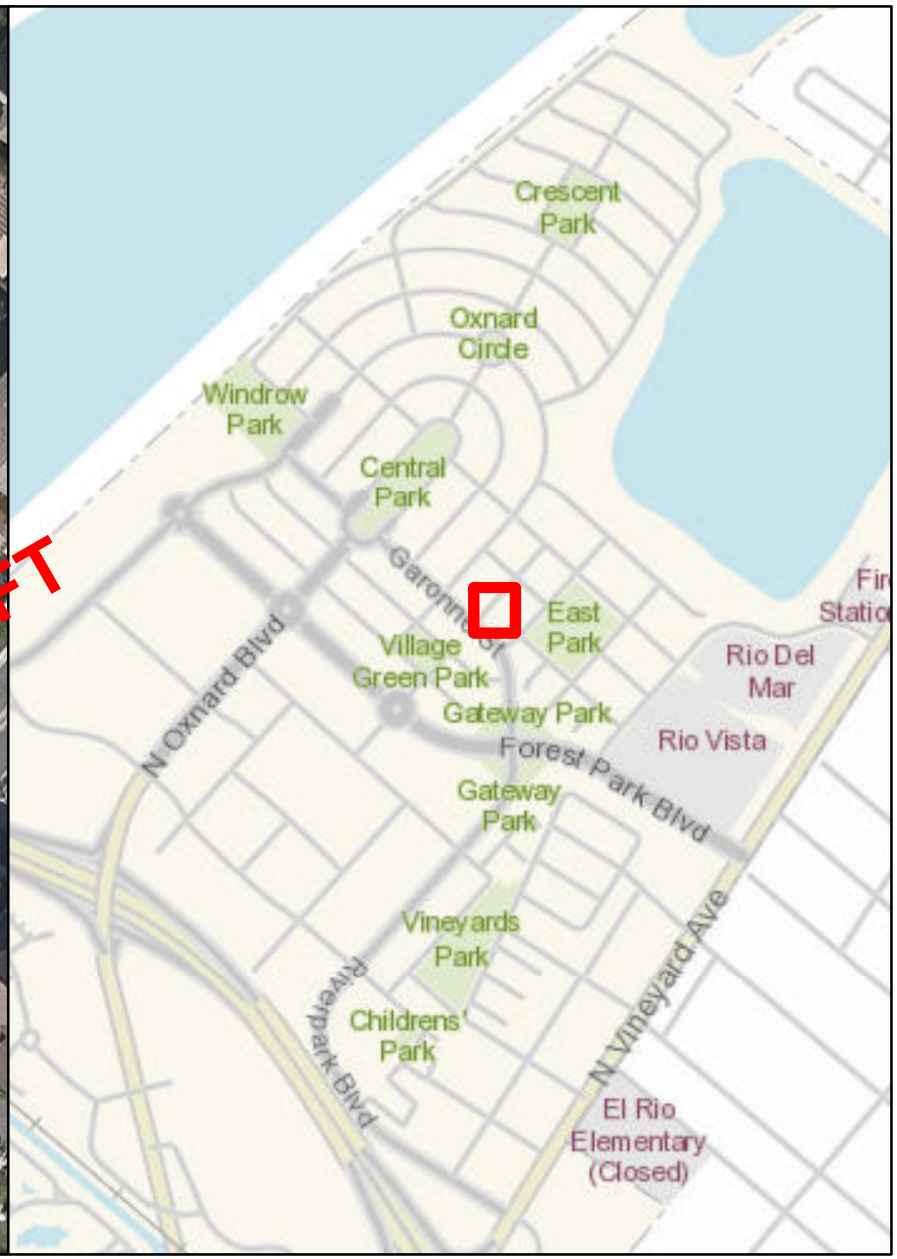
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 227





STORMFILTER GRATE INLET - 60"

Number of Cartridges is 5

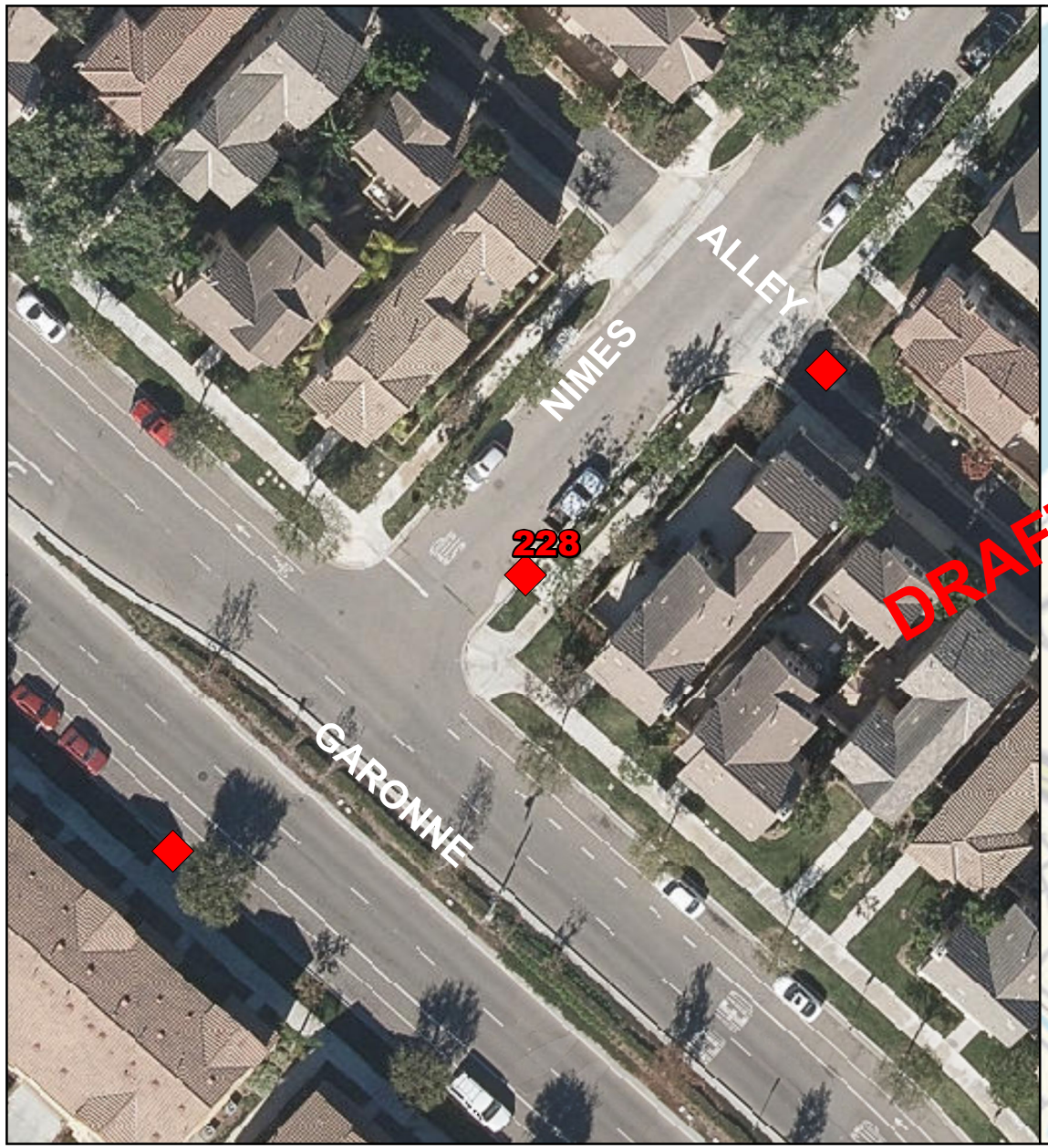
Legend

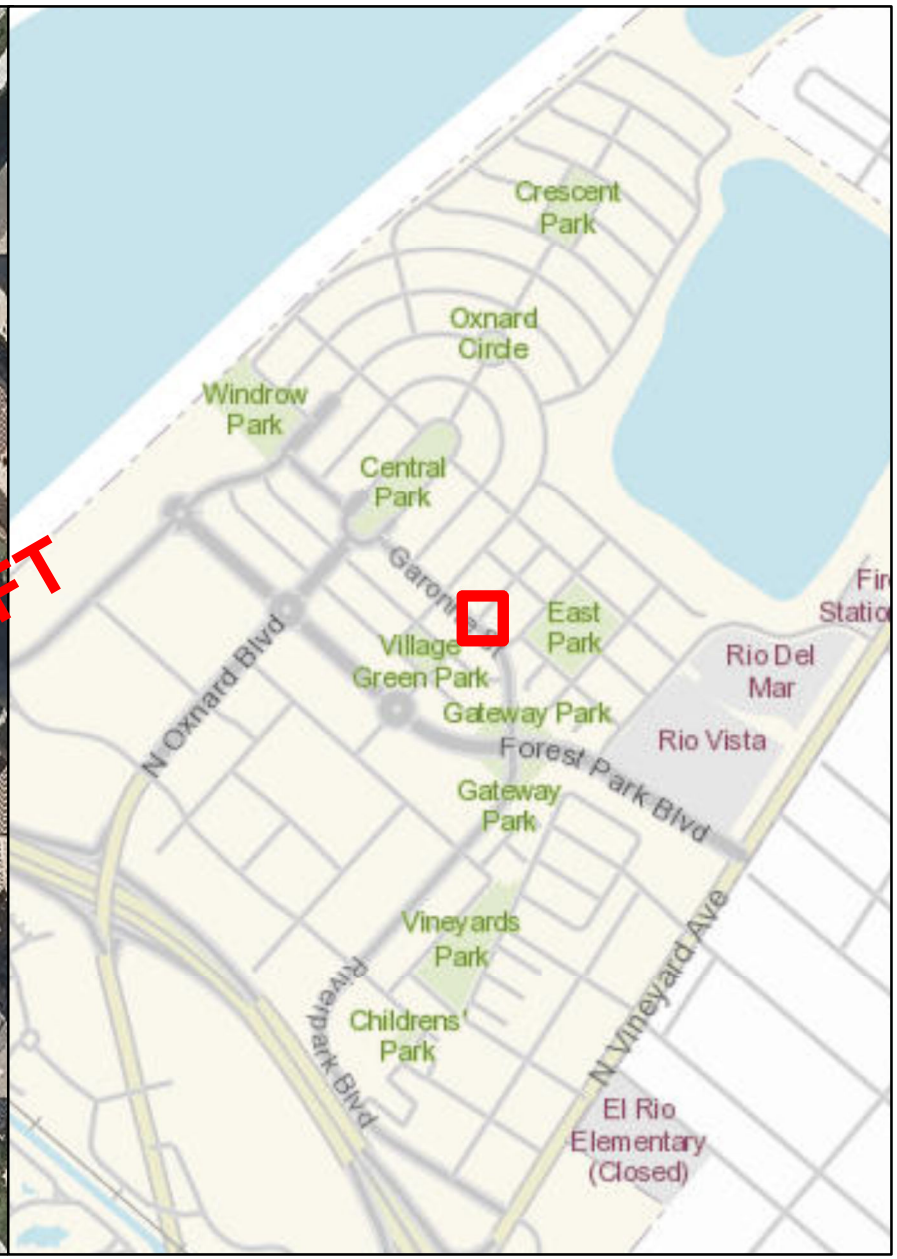
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 228





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 229





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

Legend

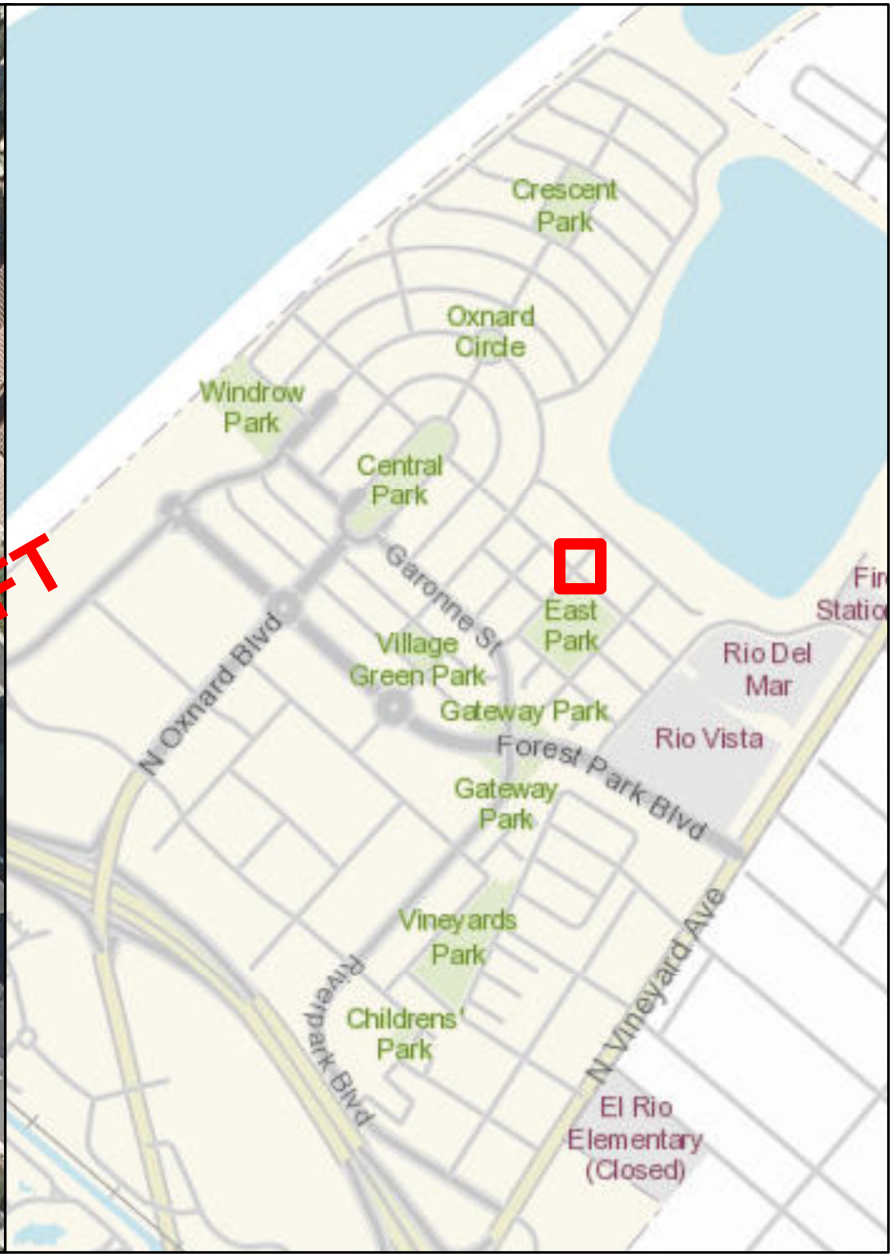
Filtration Unit

0 15 30 60 90 120 Feet

N W E S 494

Filtration Unit No. 230





STORMFILTER CATCHBASIN - 6'X15'

Number of Cartridges is 15

Legend

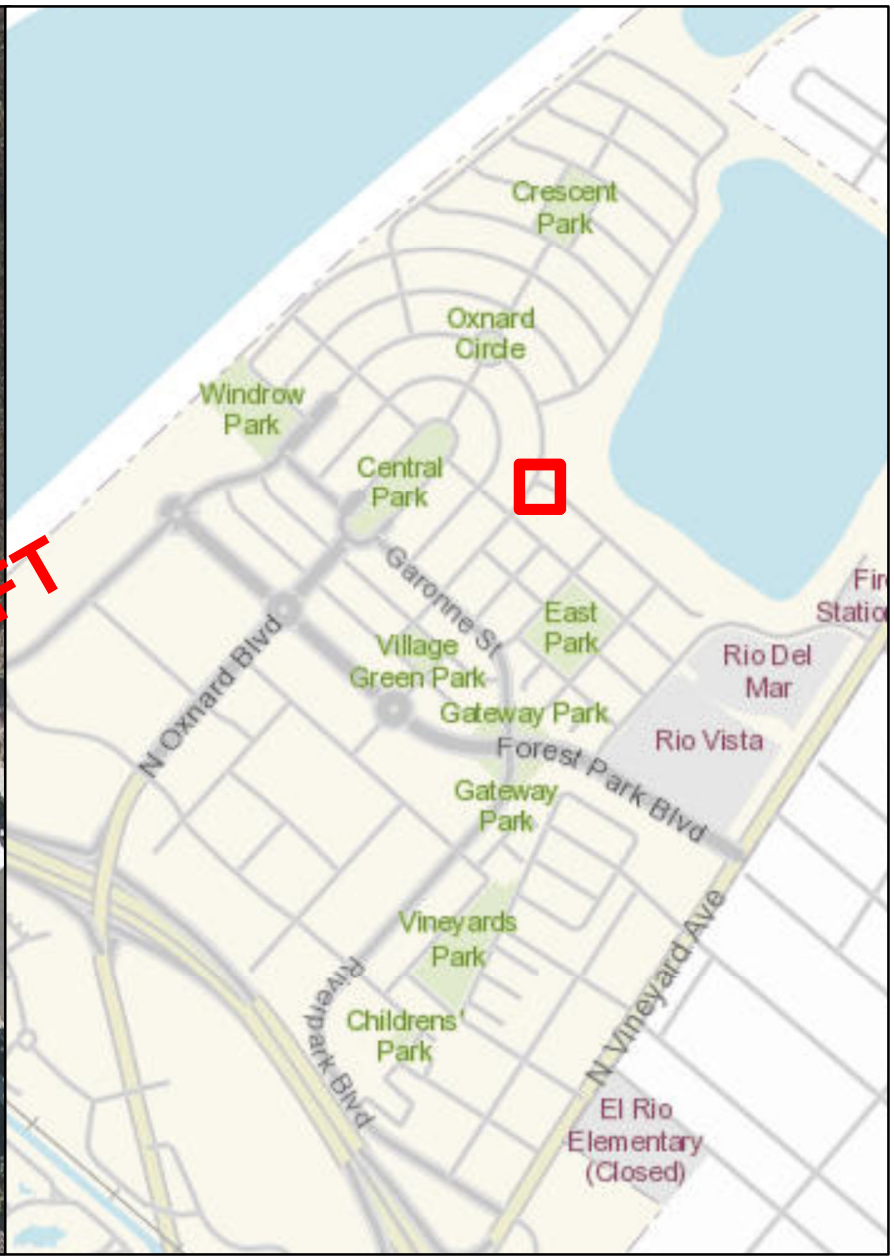
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 231





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 5

Legend

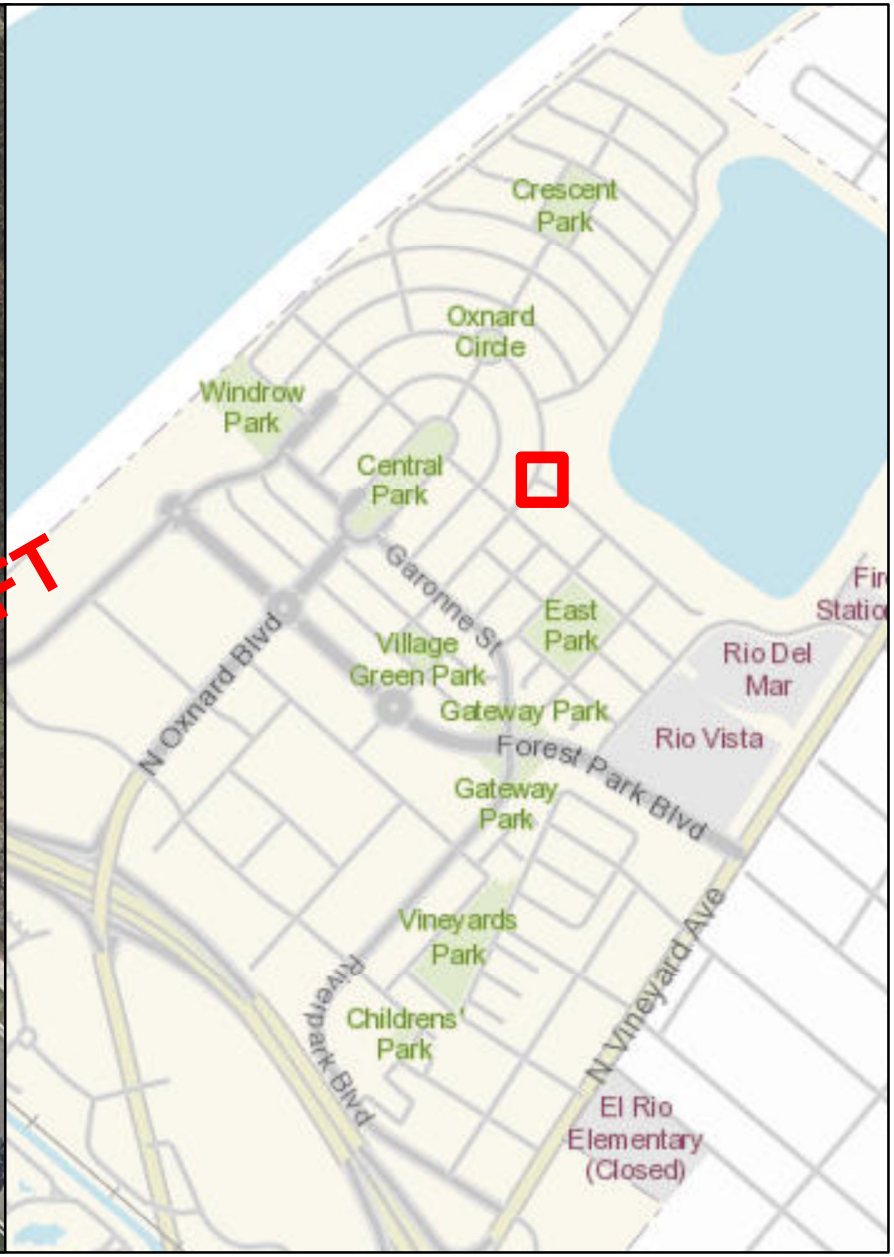
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 232





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 3

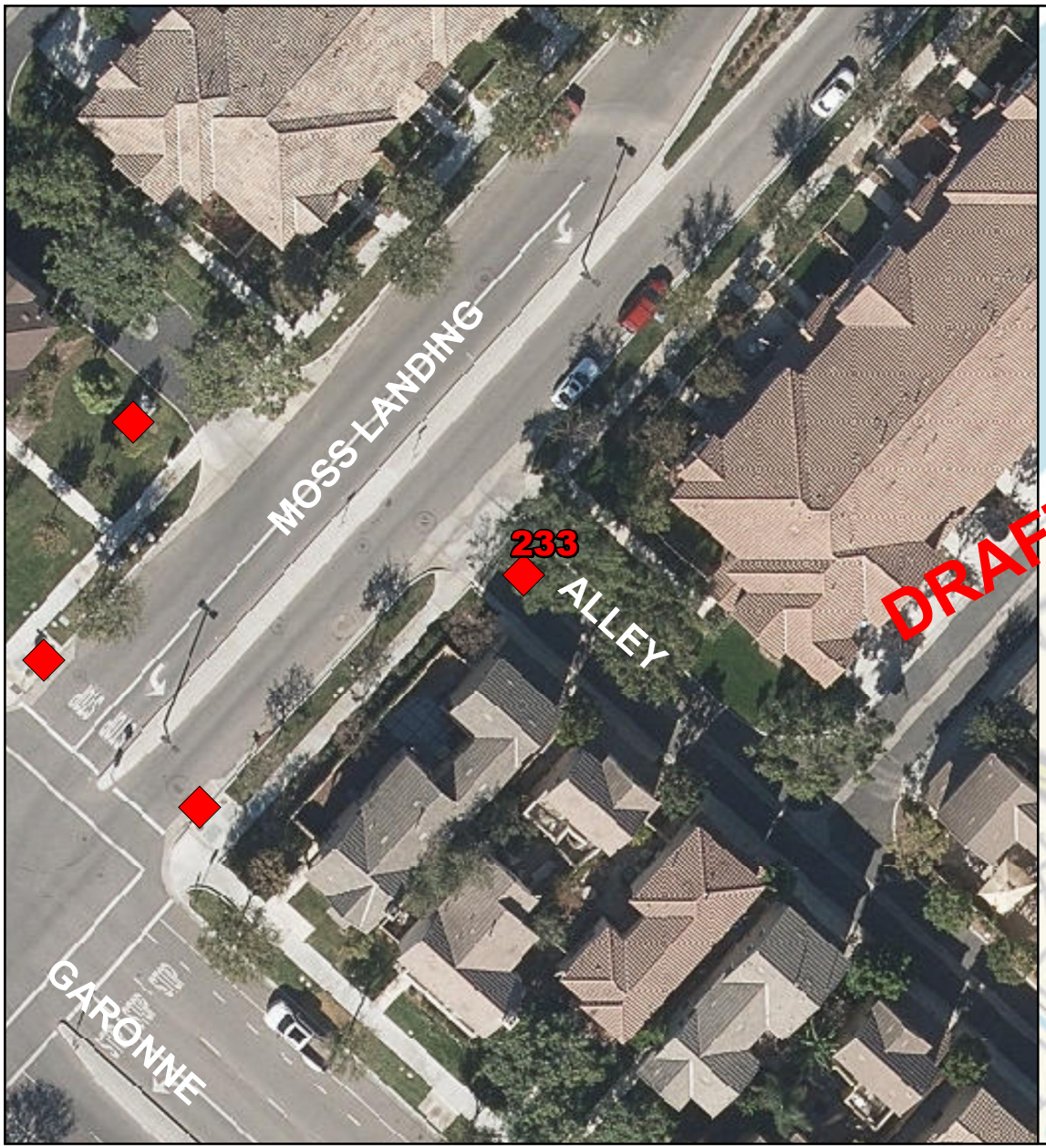
Legend

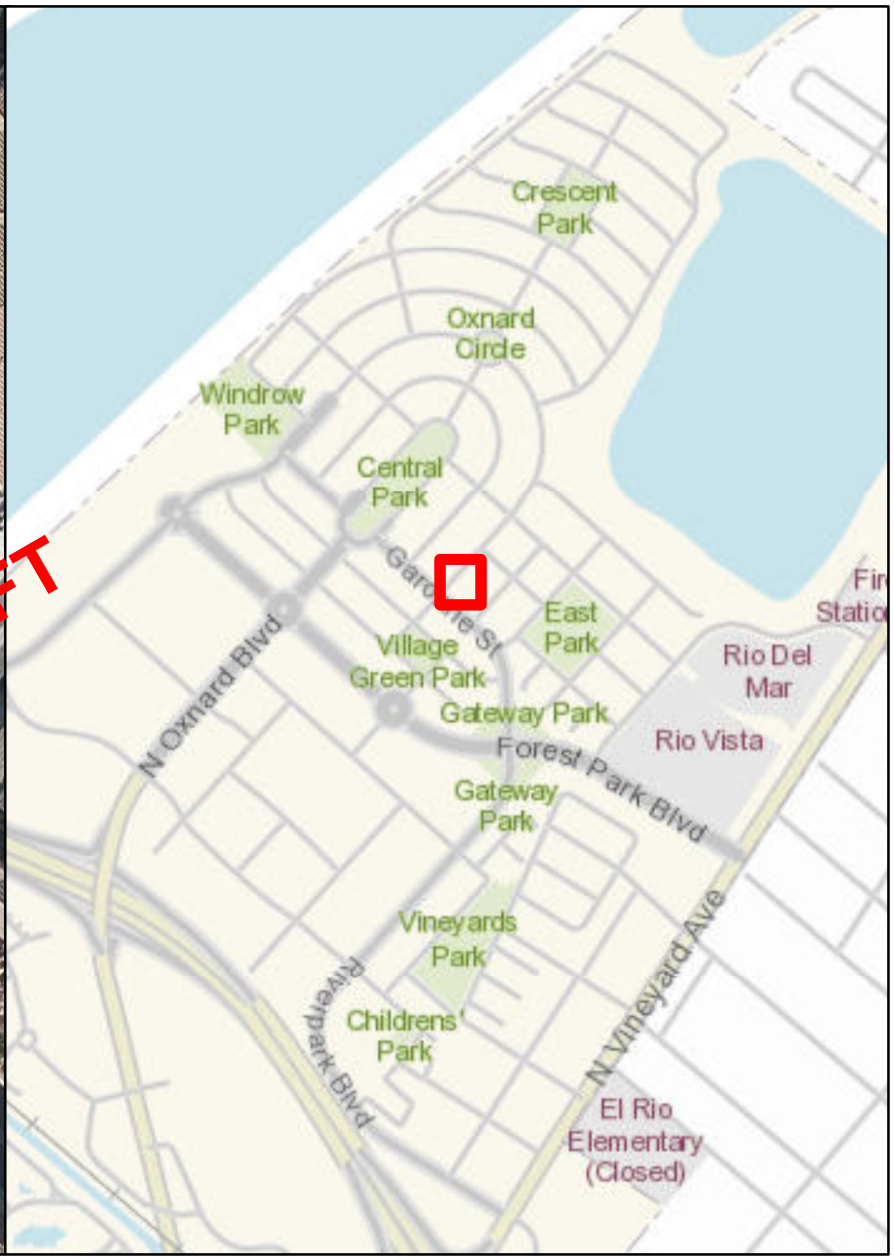
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 233





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 5

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 234





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

Legend

Filtration Unit

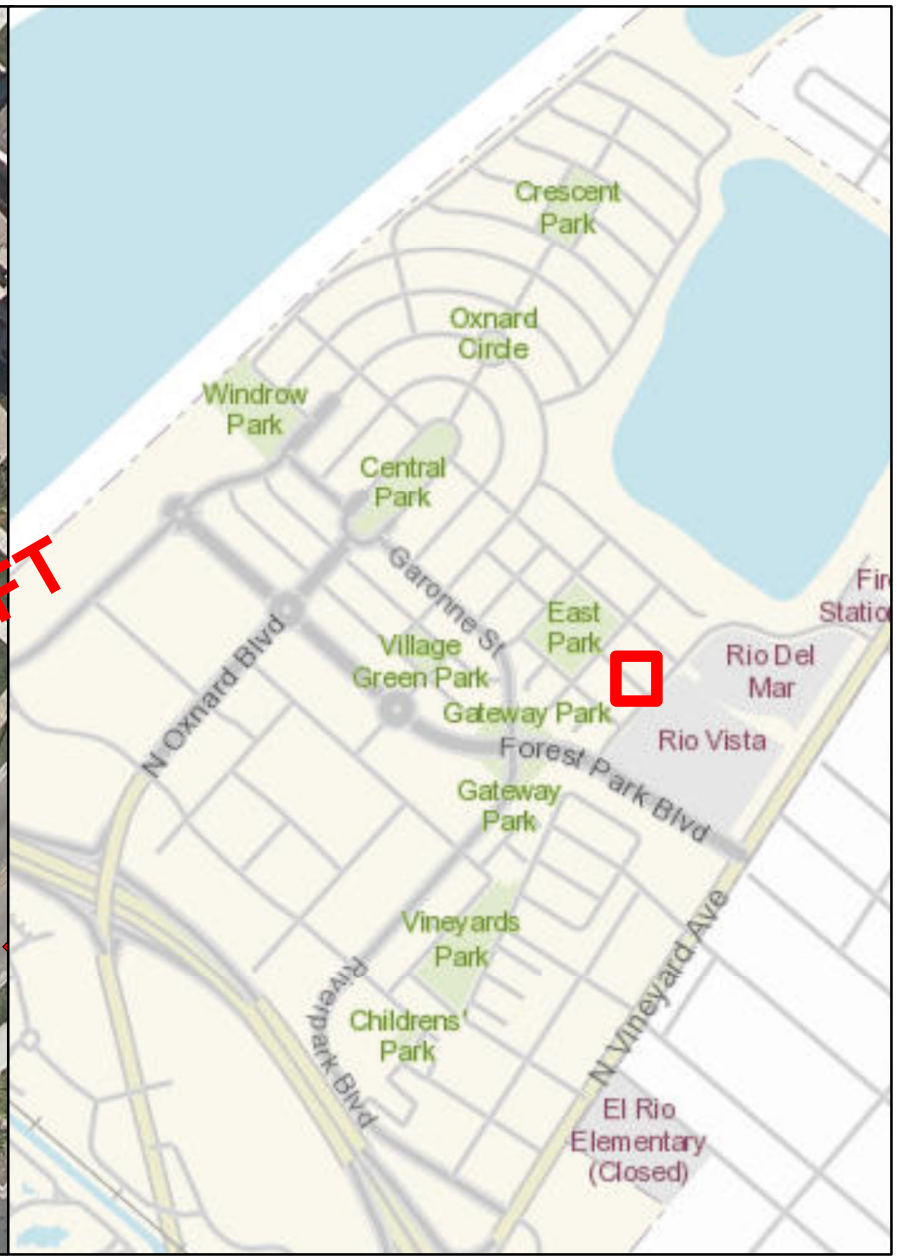
0 15 30 60 90 120 Feet

N W E S

499

Filtration Unit No. 235





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 6

Legend

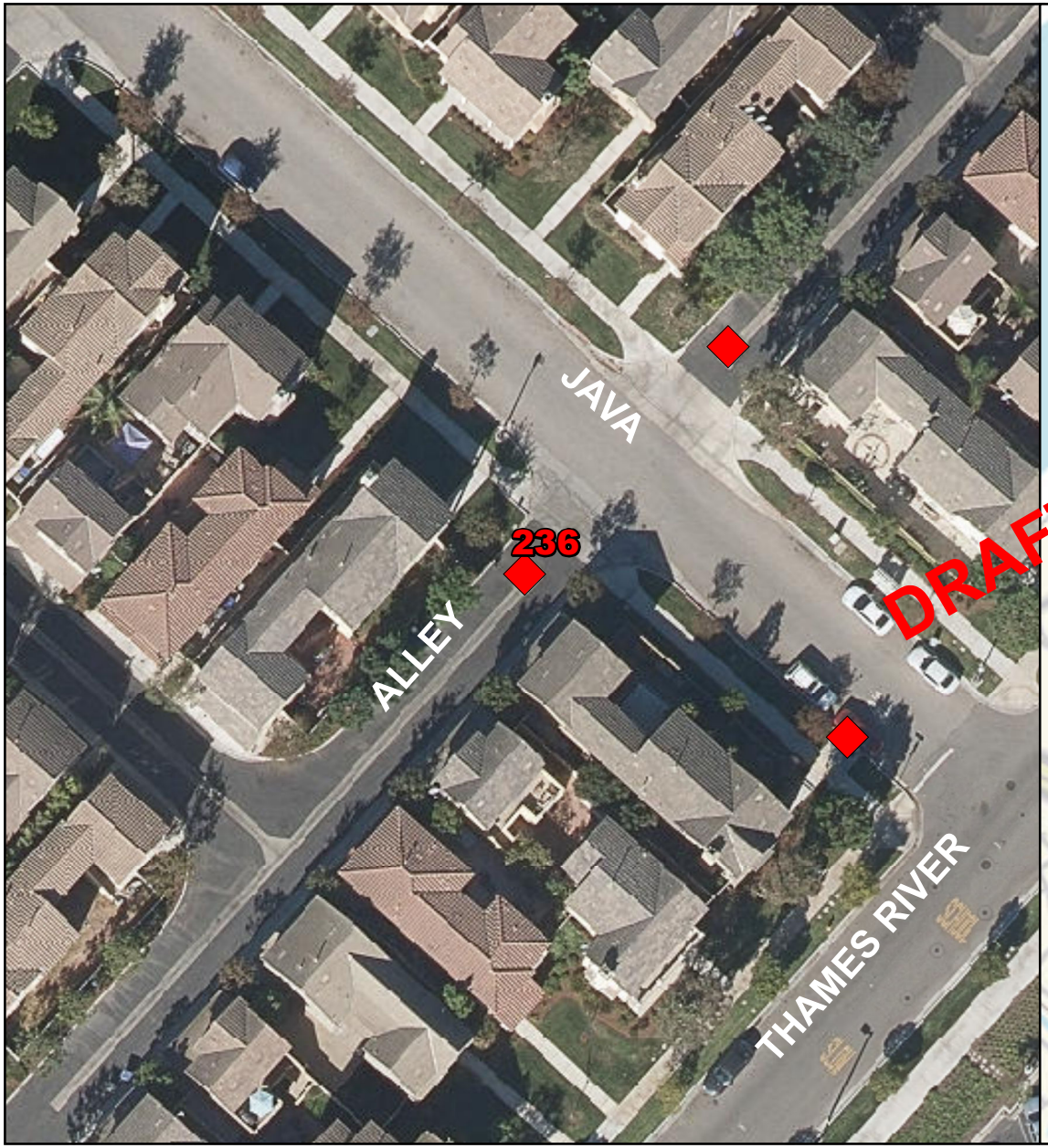
Filtration Unit

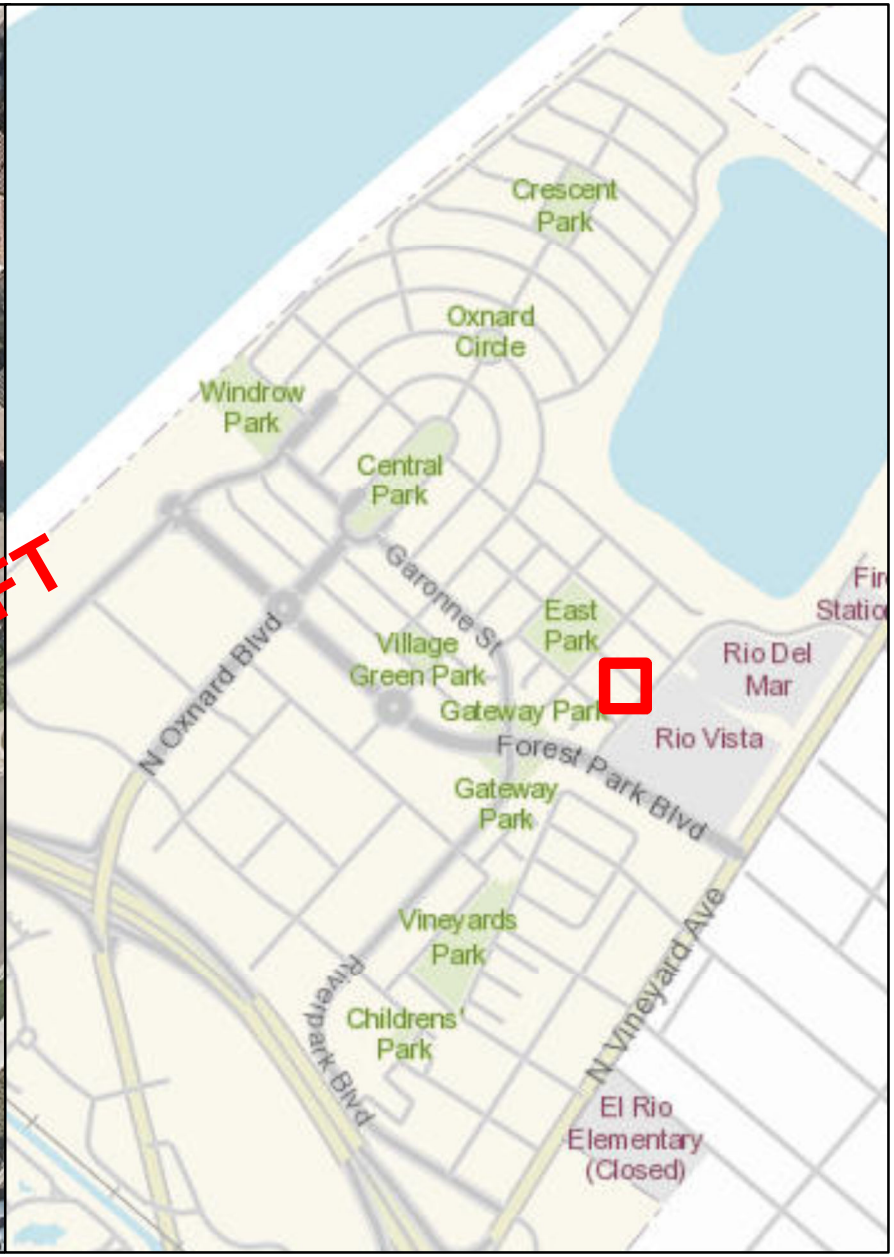
0 15 30 60 90 120 Feet

N W E S

500

Filtration Unit No. 236





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 237





STORMFILTER CATCHBASIN - 6'X15'

Number of Cartridges is 13

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 238





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

503

Filtration Unit No. 239





STORMFILTER GRATE INLET - 60"

Number of Cartridges is 3

Legend

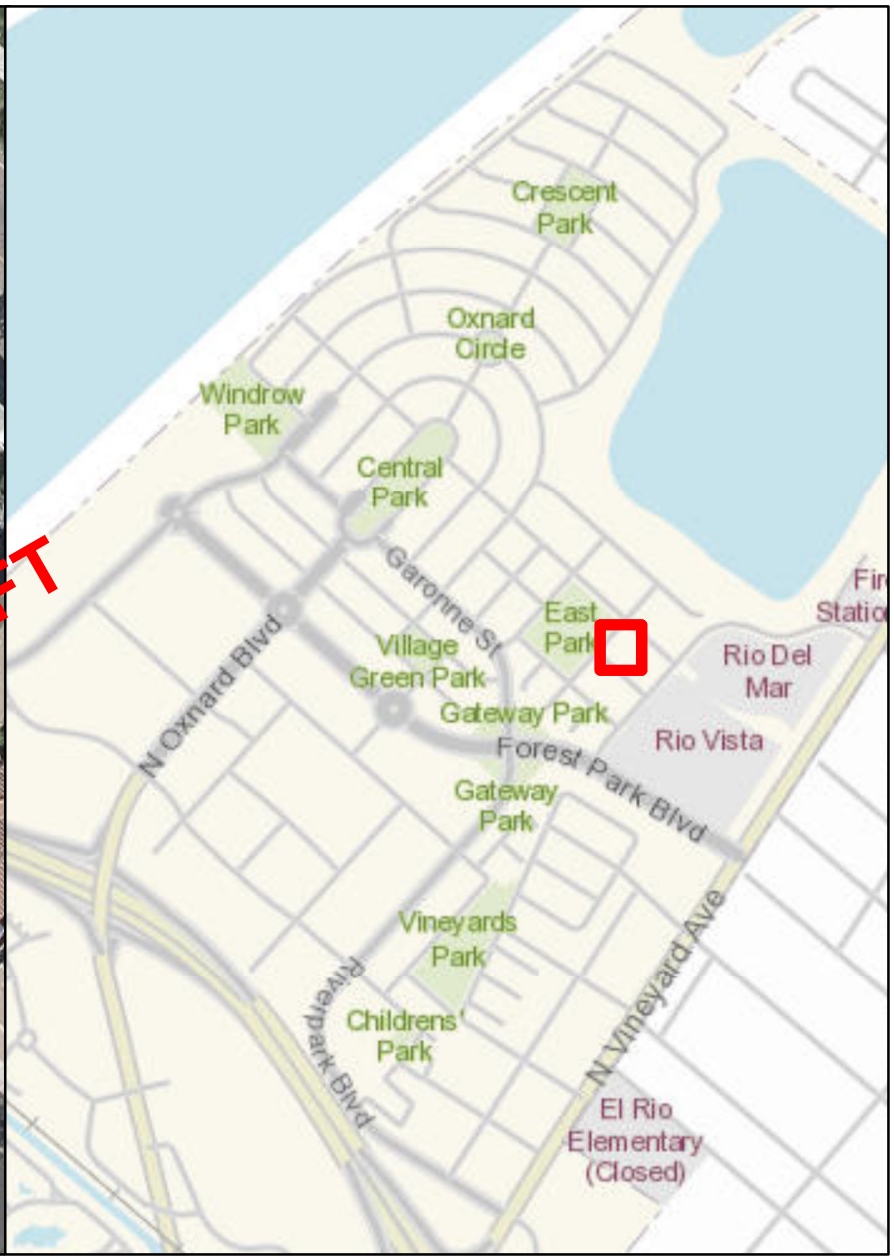
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 240





STORMFILTER GRATE INLET - 60"

Number of Cartridges is 3

Legend

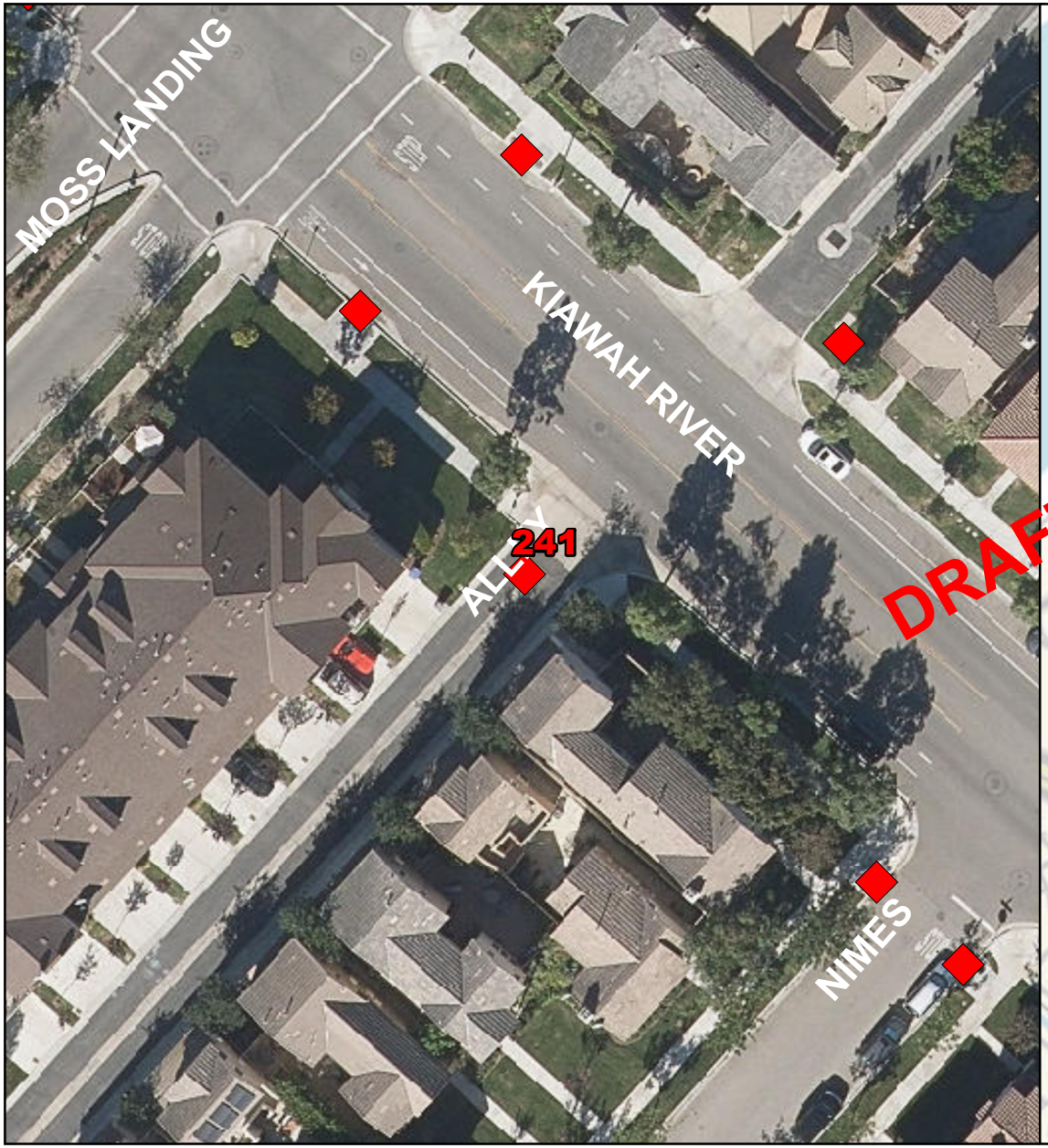
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

505

Filtration Unit No. 241





STORMFILTER GRATE INLET - 60"

Number of Cartridges is 7

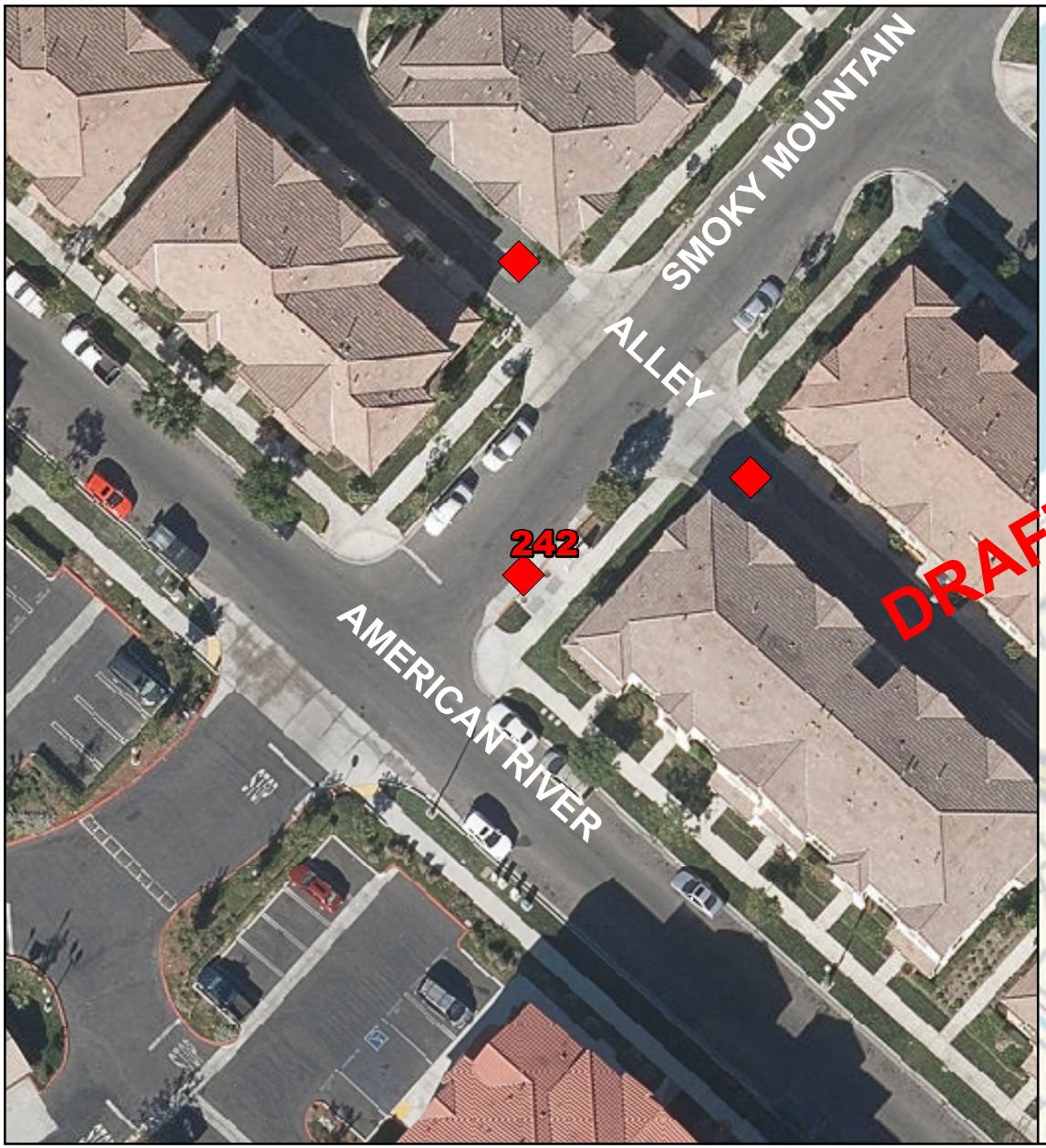
Legend

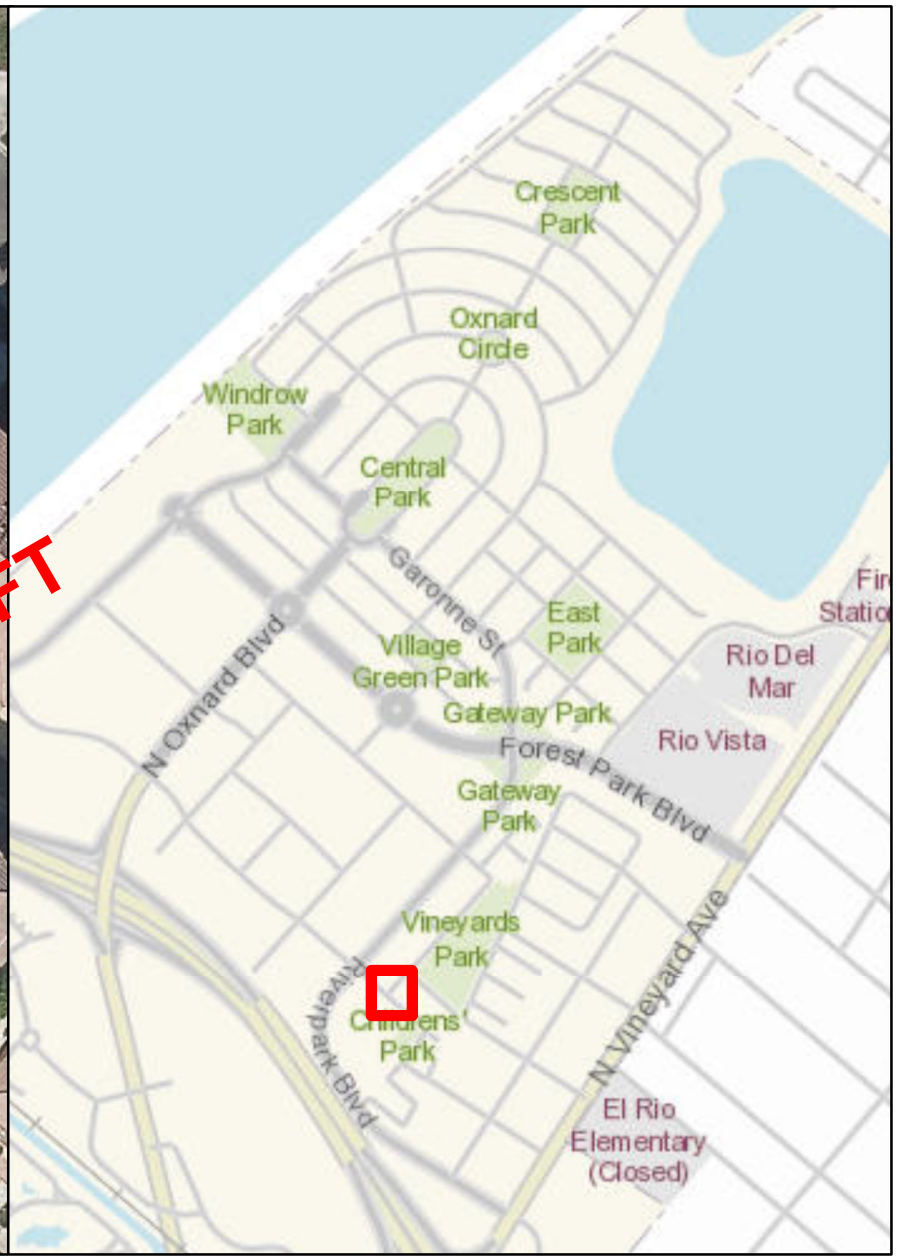
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 242





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

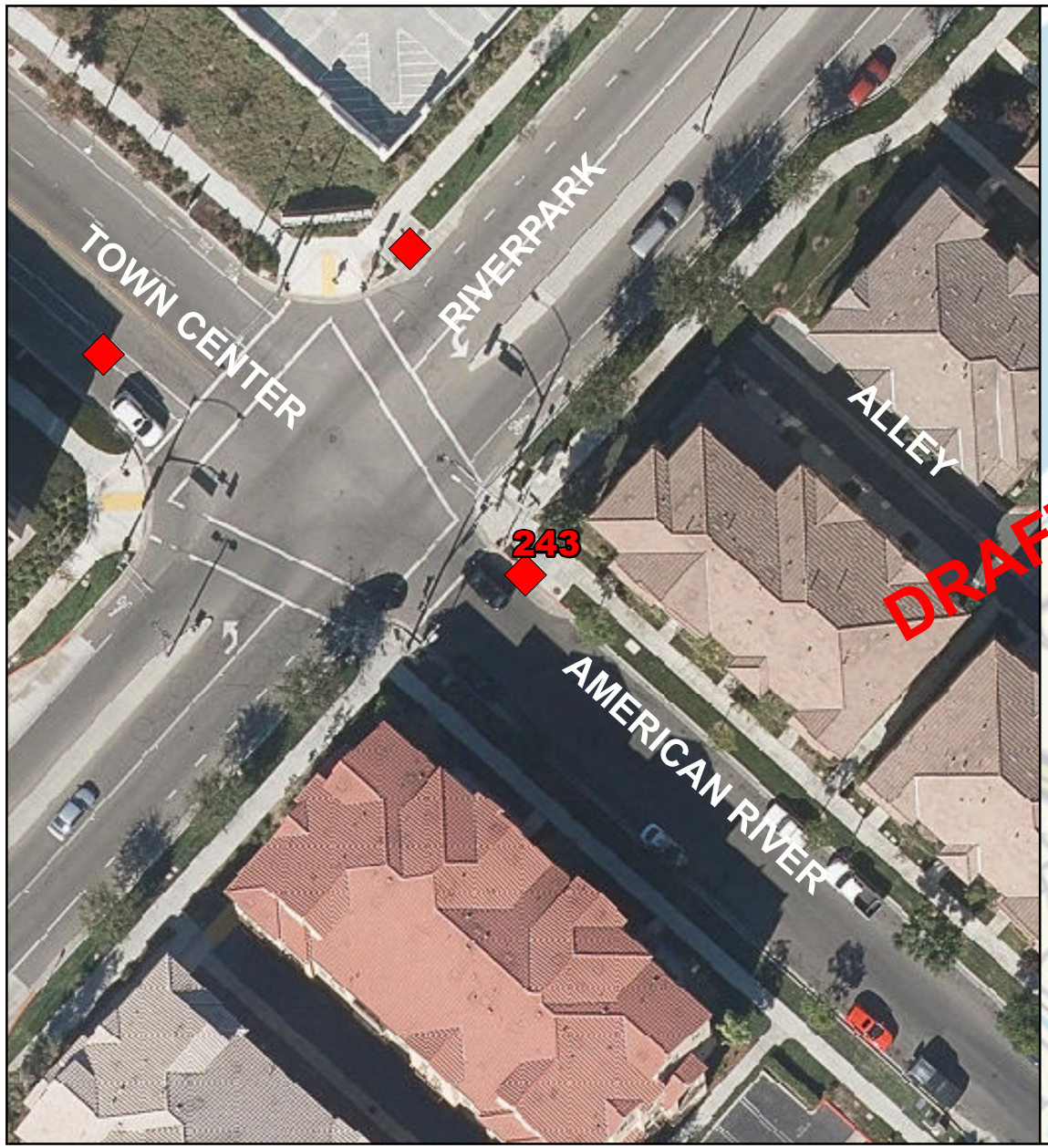
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 243





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 8

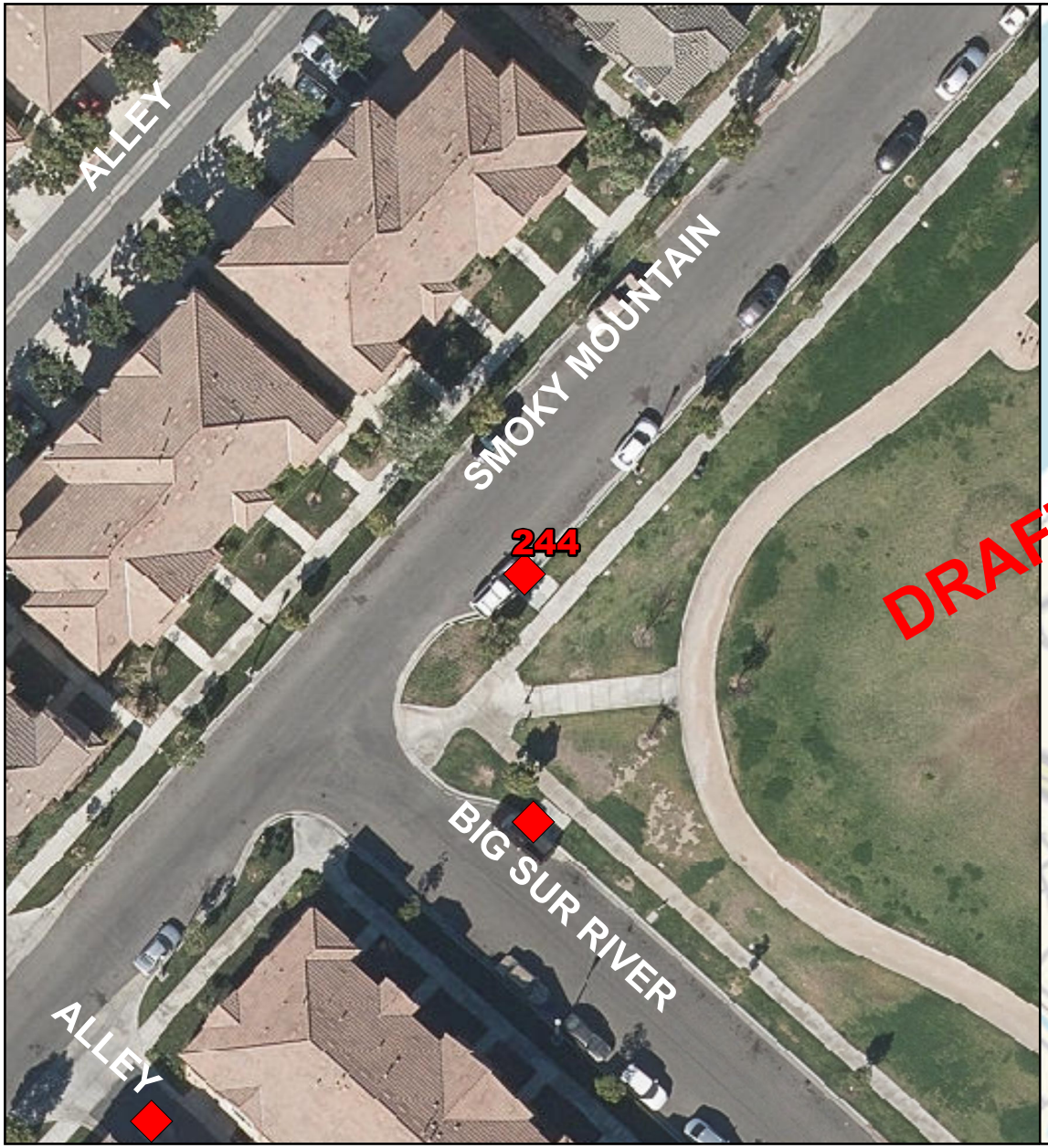
Legend

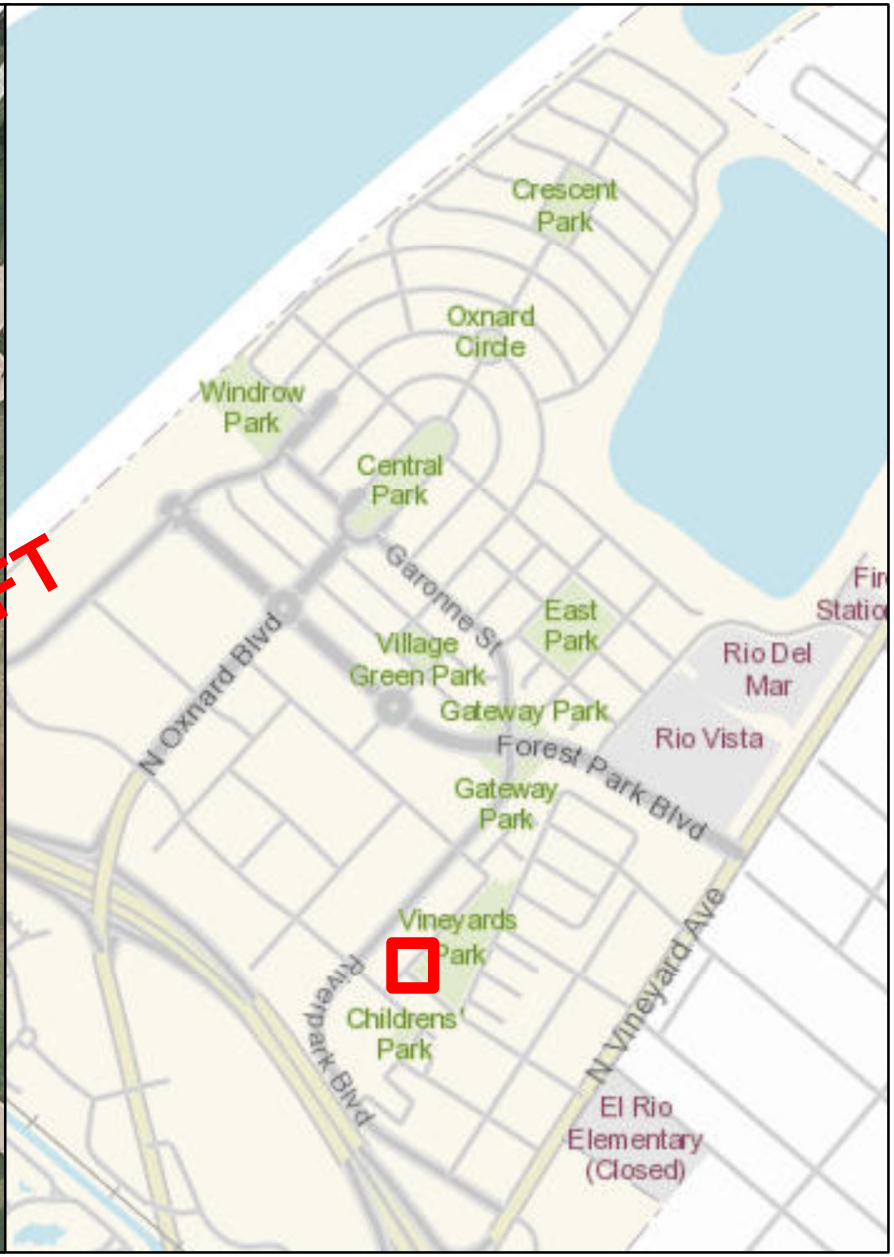
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 244





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 1

Legend

Filtration Unit

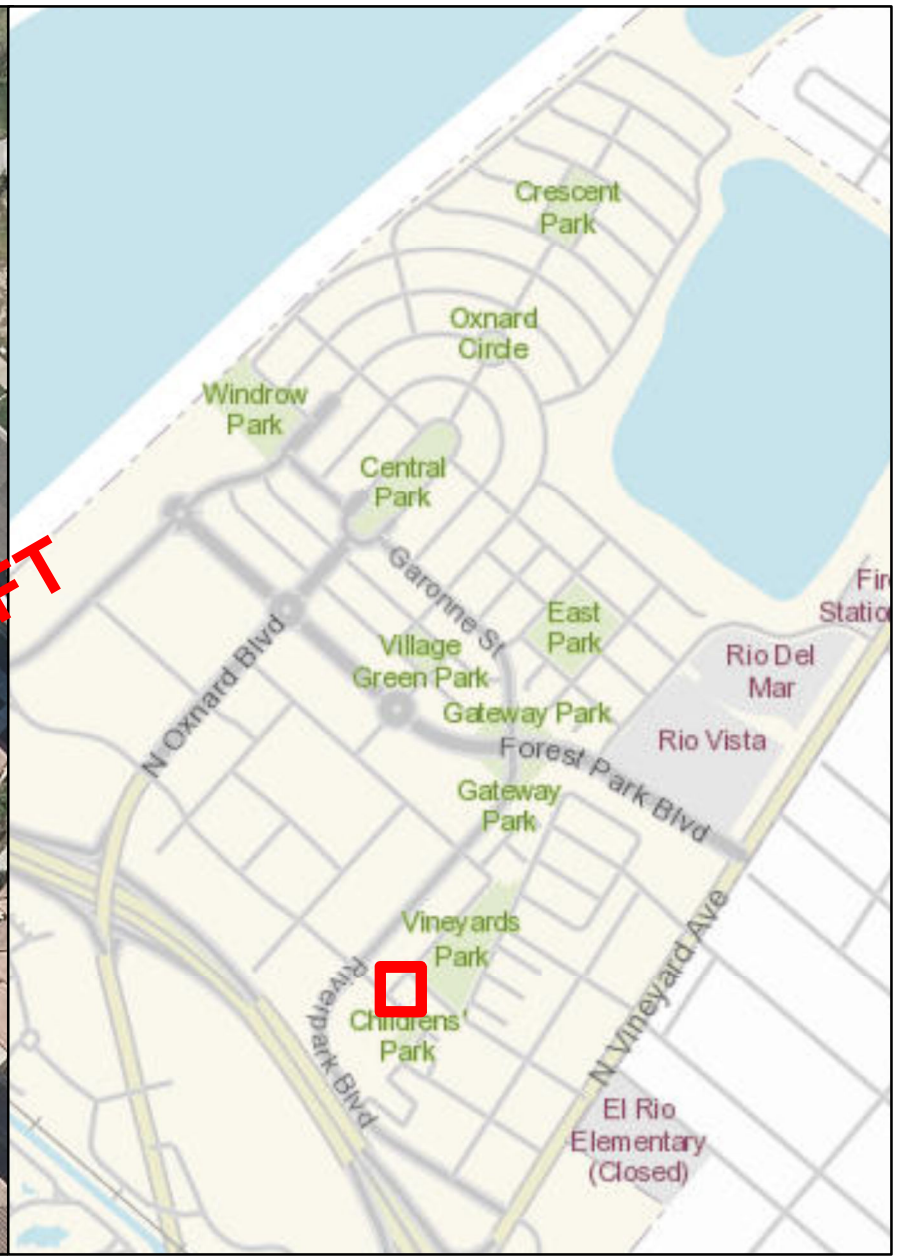
0 15 30 60 90 120 Feet

N W E S

509

Filtration Unit No. 245





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 4

Legend

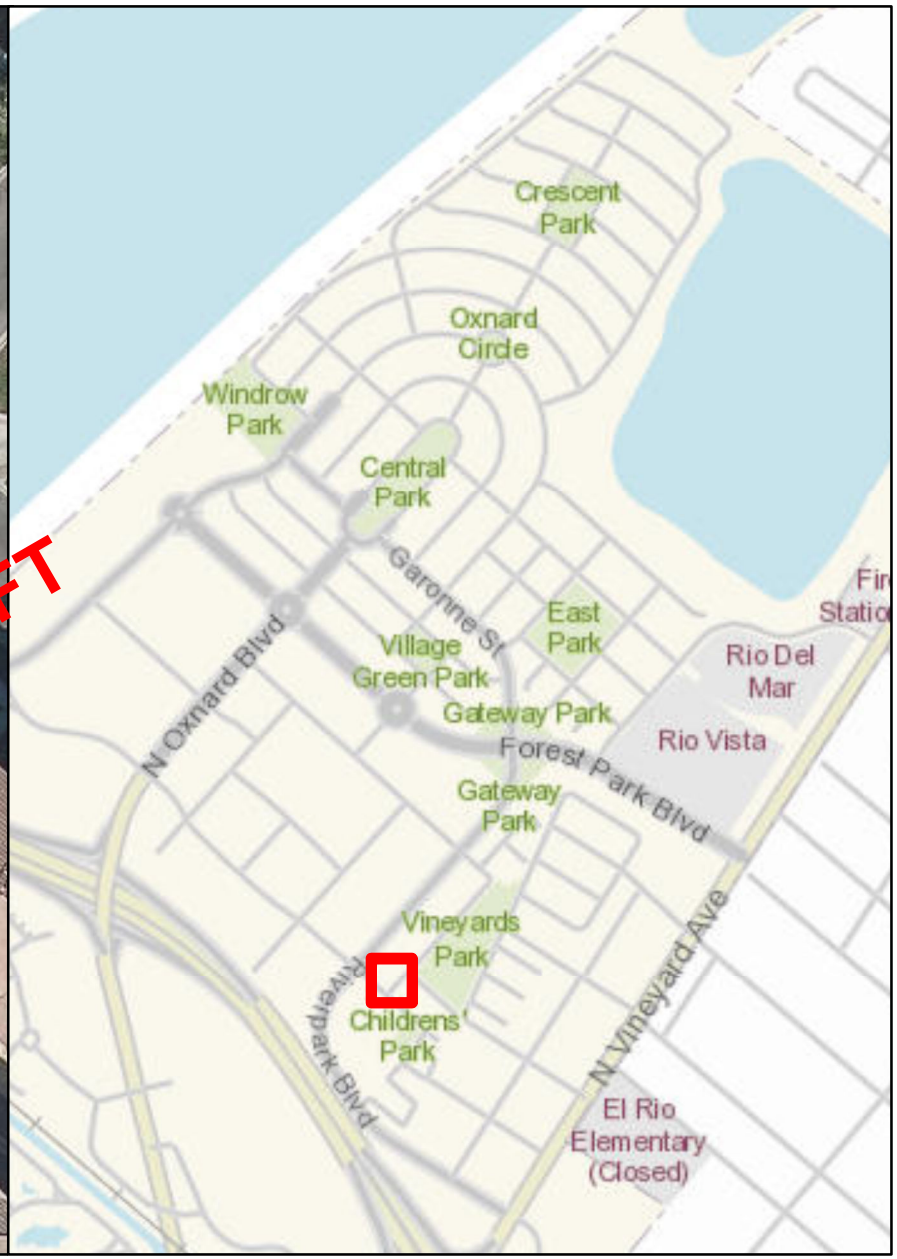
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 246





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 247





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

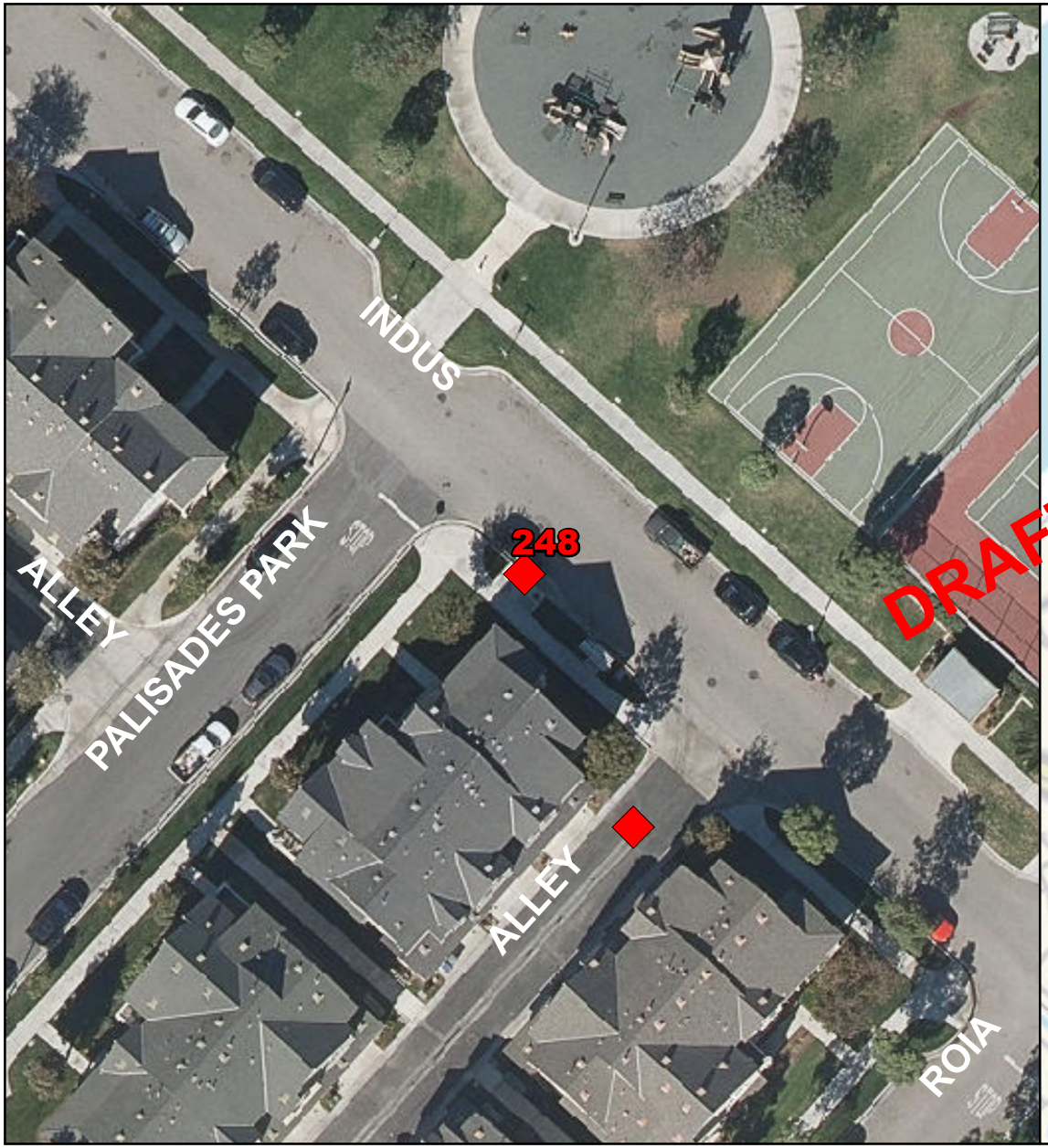
Legend

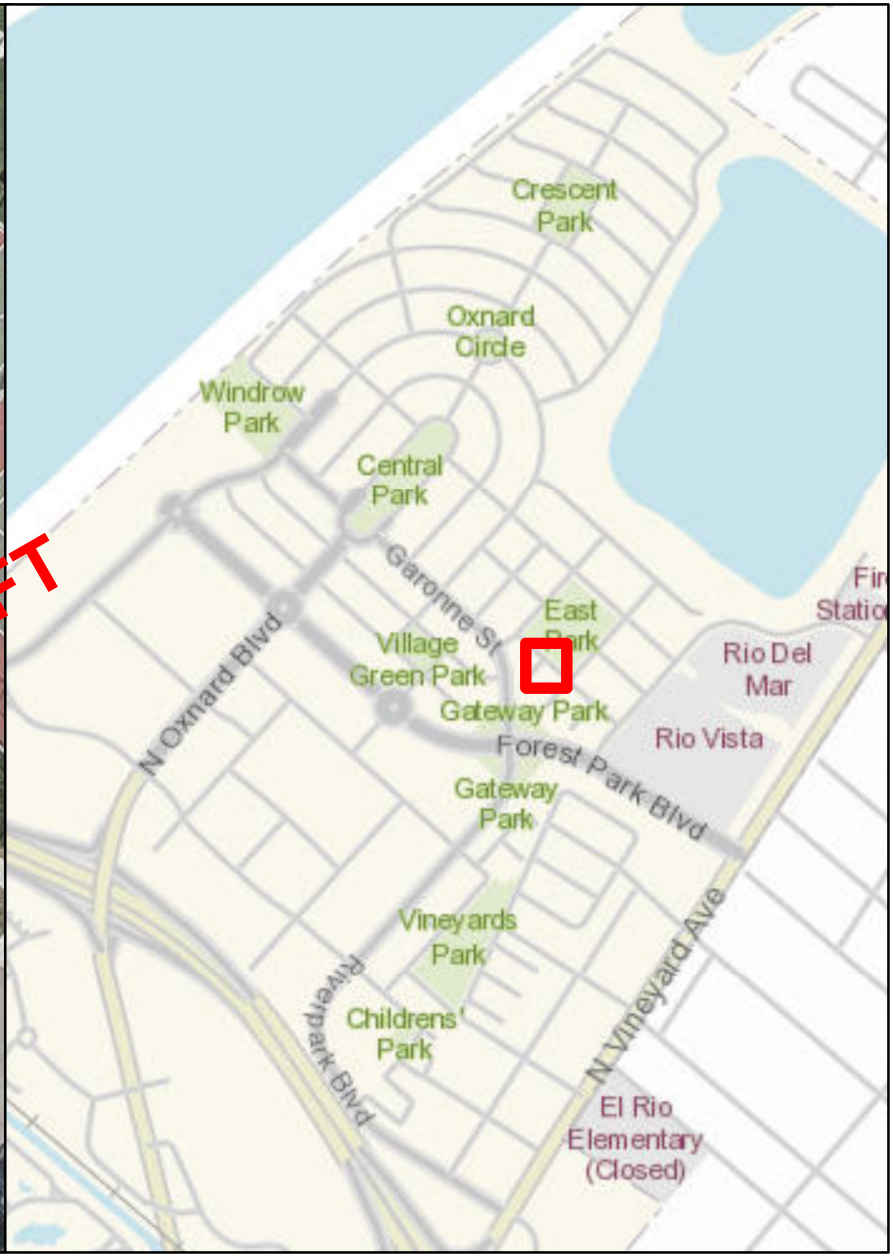
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 248





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 9

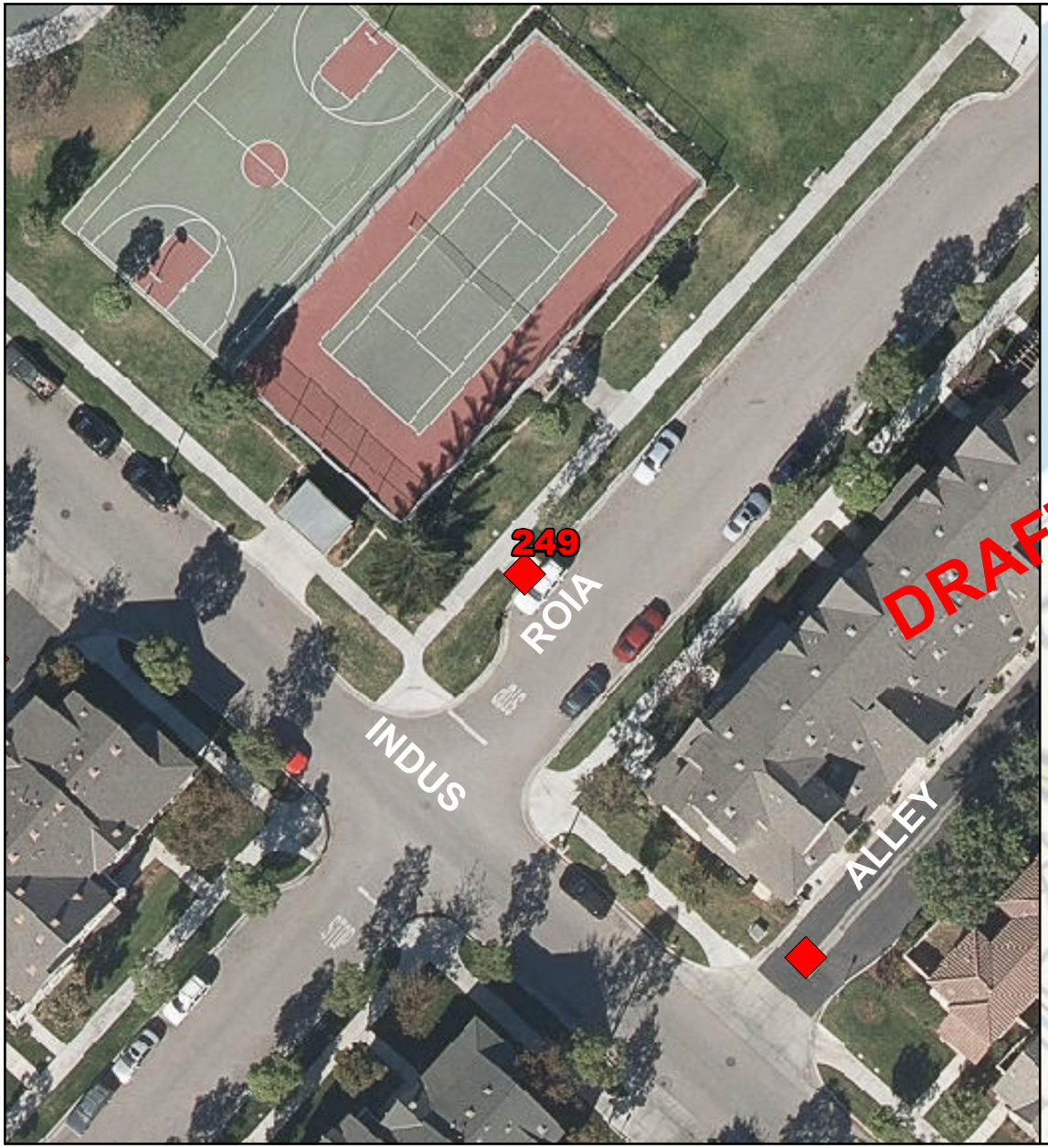
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 249





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 1

Legend

Filtration Unit

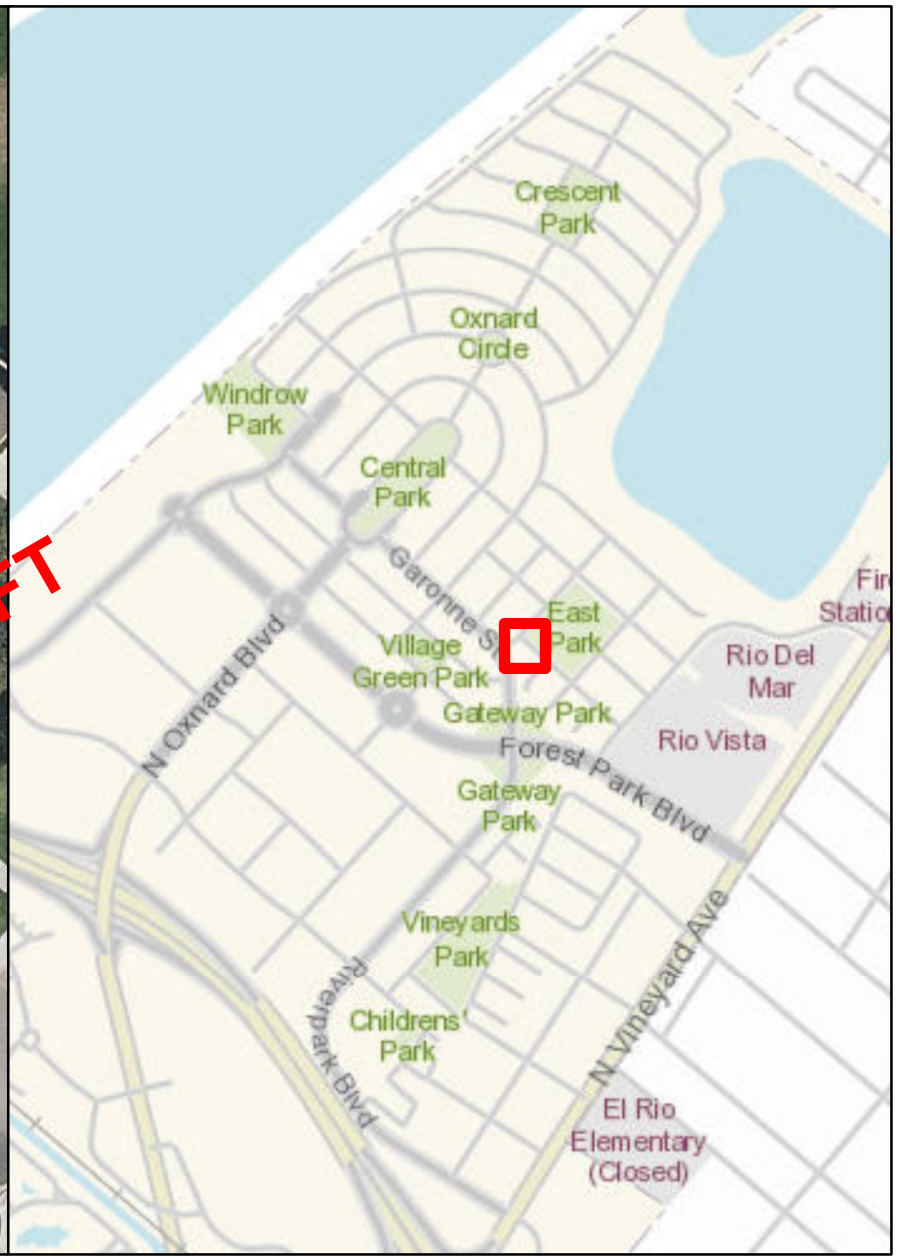
0 15 30 60 90 120 Feet

N W E S

514

Filtration Unit No. 250





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

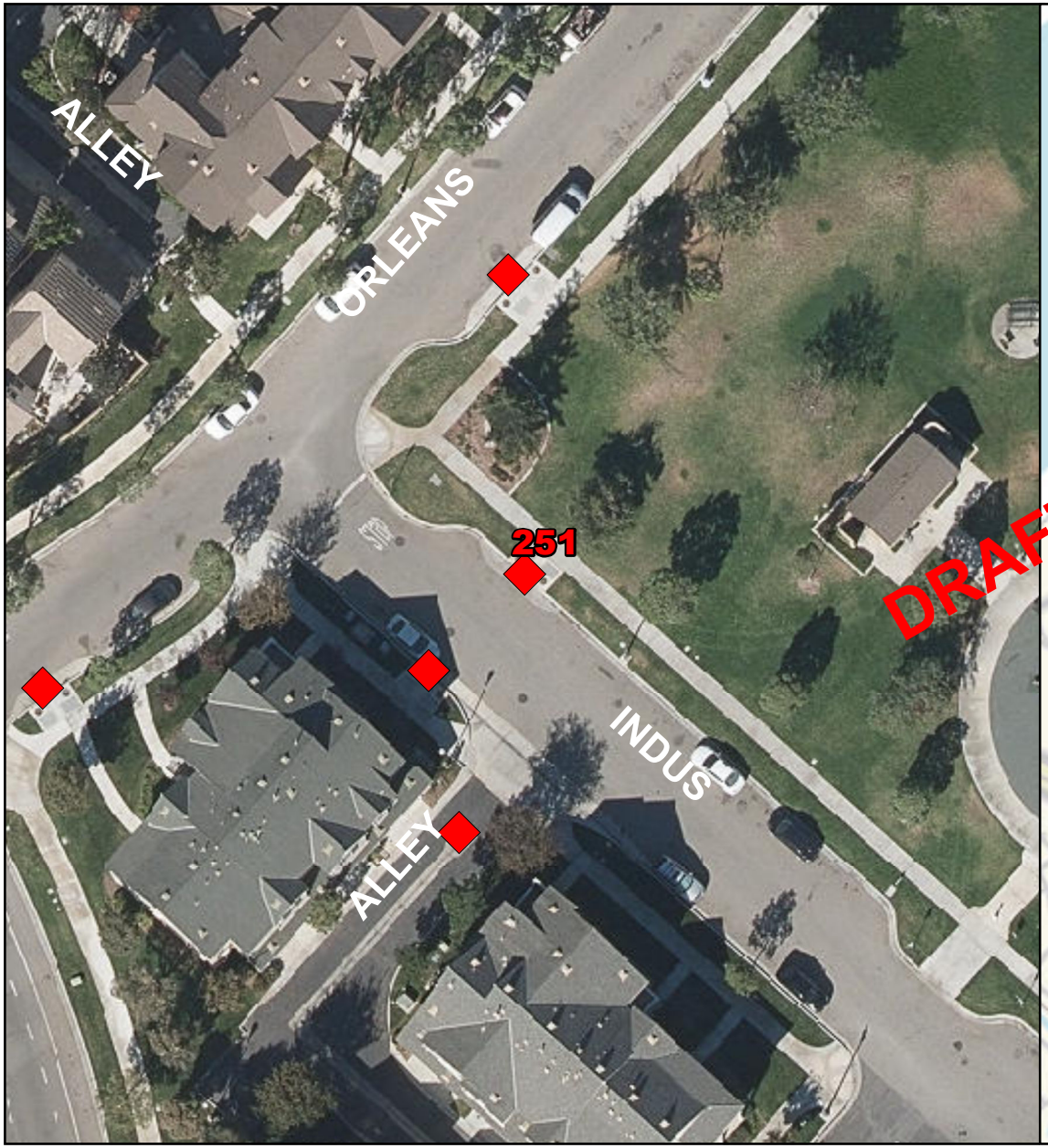
Legend

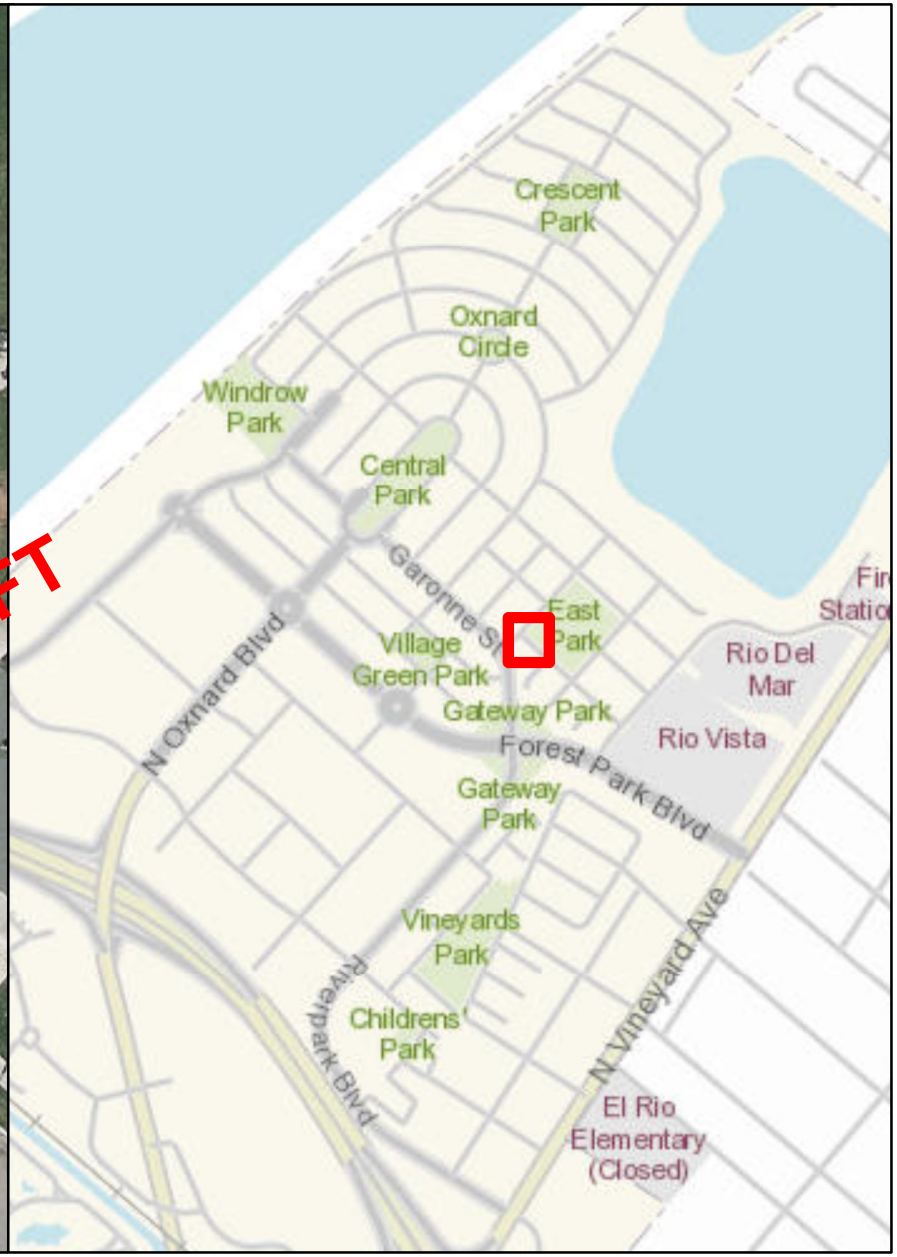
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 251





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 7

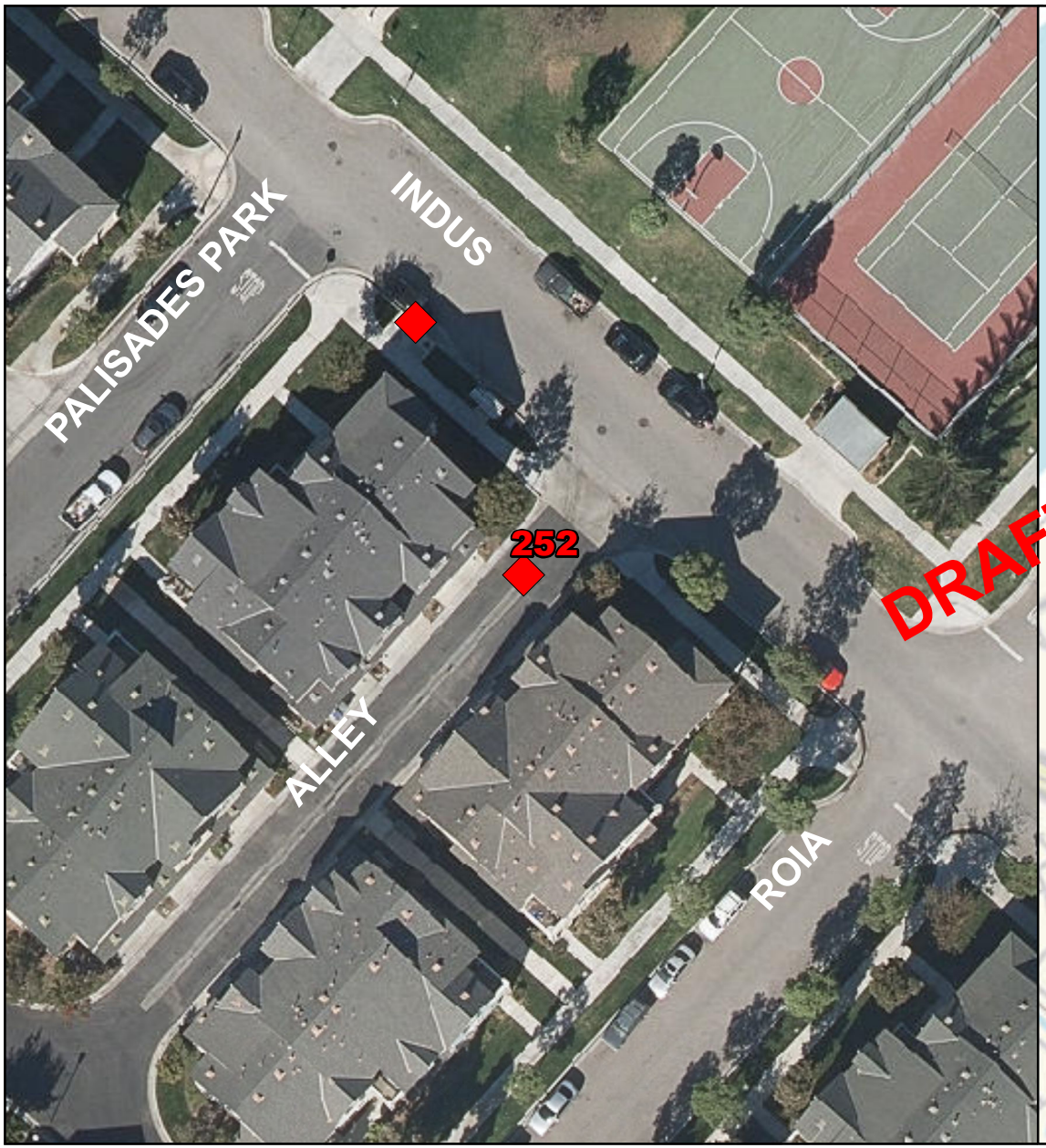
Legend

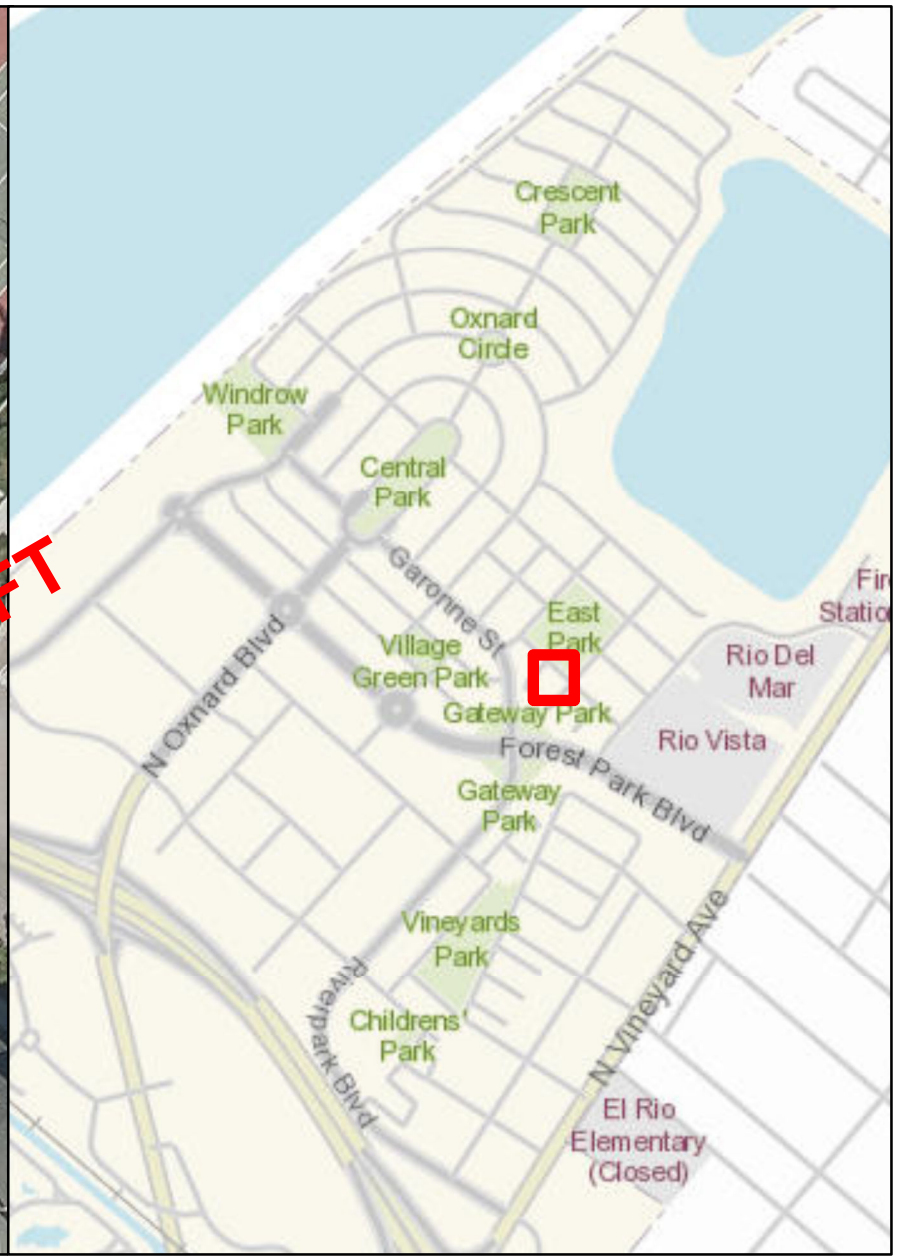
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 252





STORMFILTER GRATE INLET - 60"

Number of Cartridges is 2

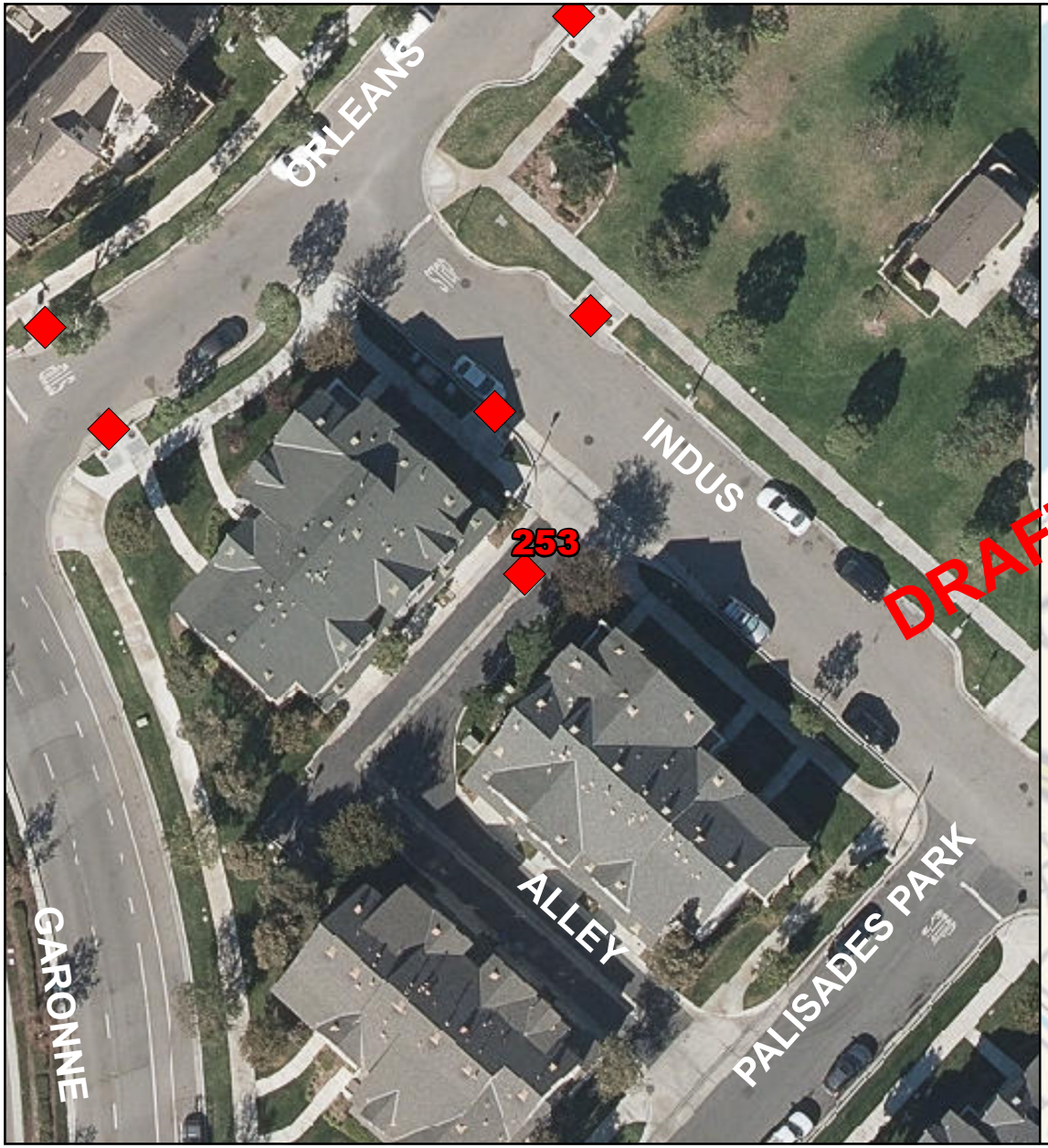
Legend

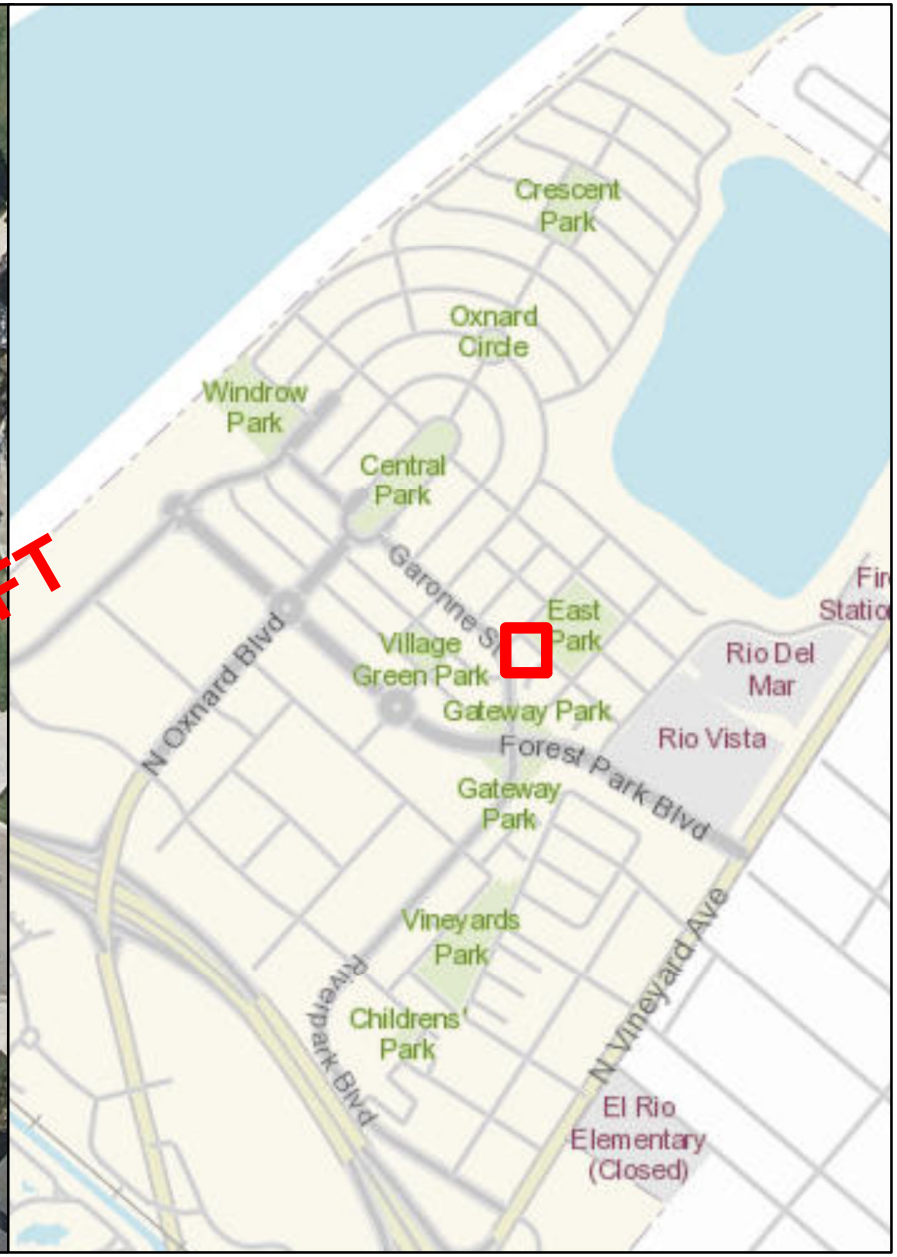
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 253





STORMFILTER GRATE INLET - 60"

Number of Cartridges is 3

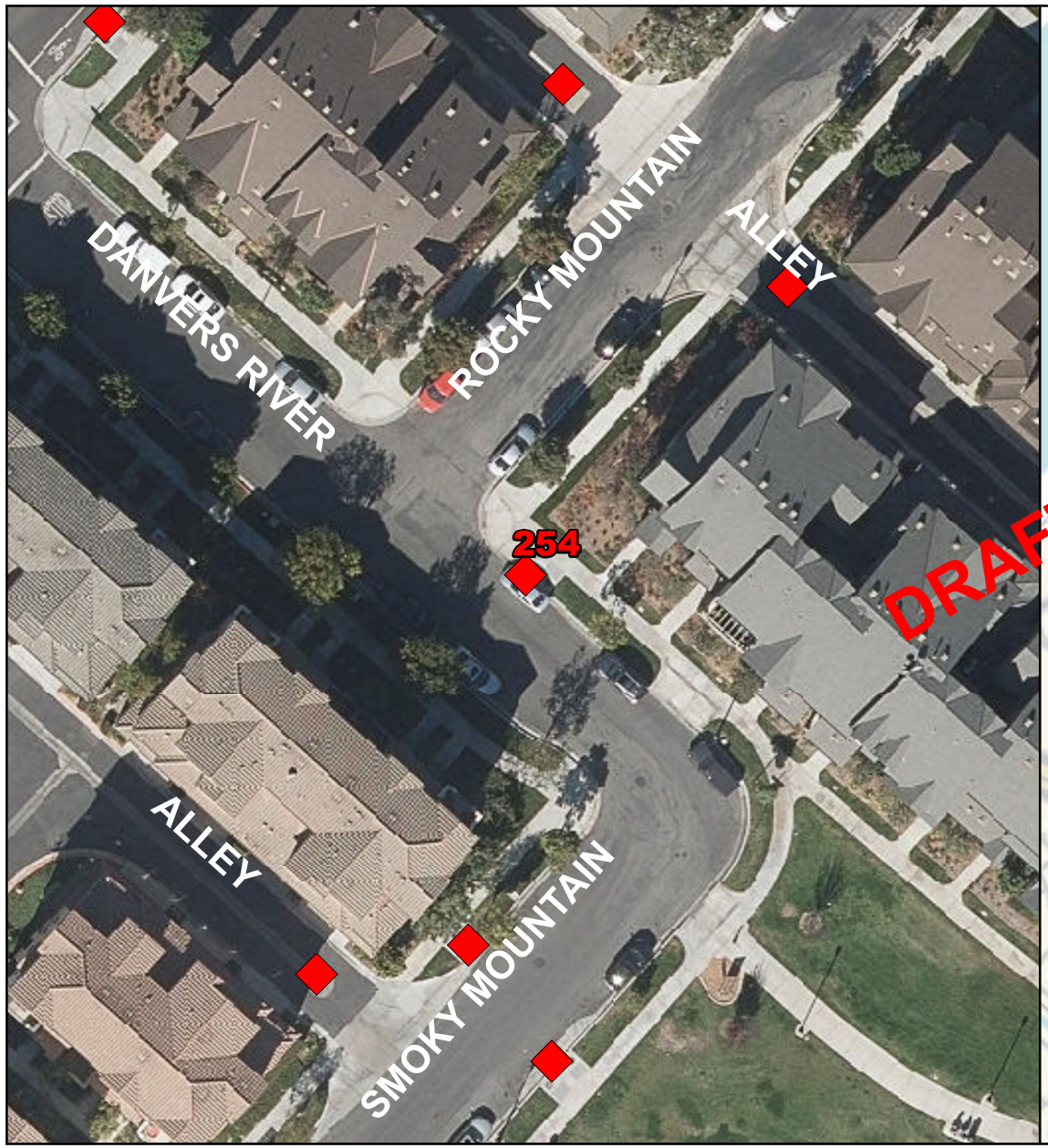
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 254





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 3

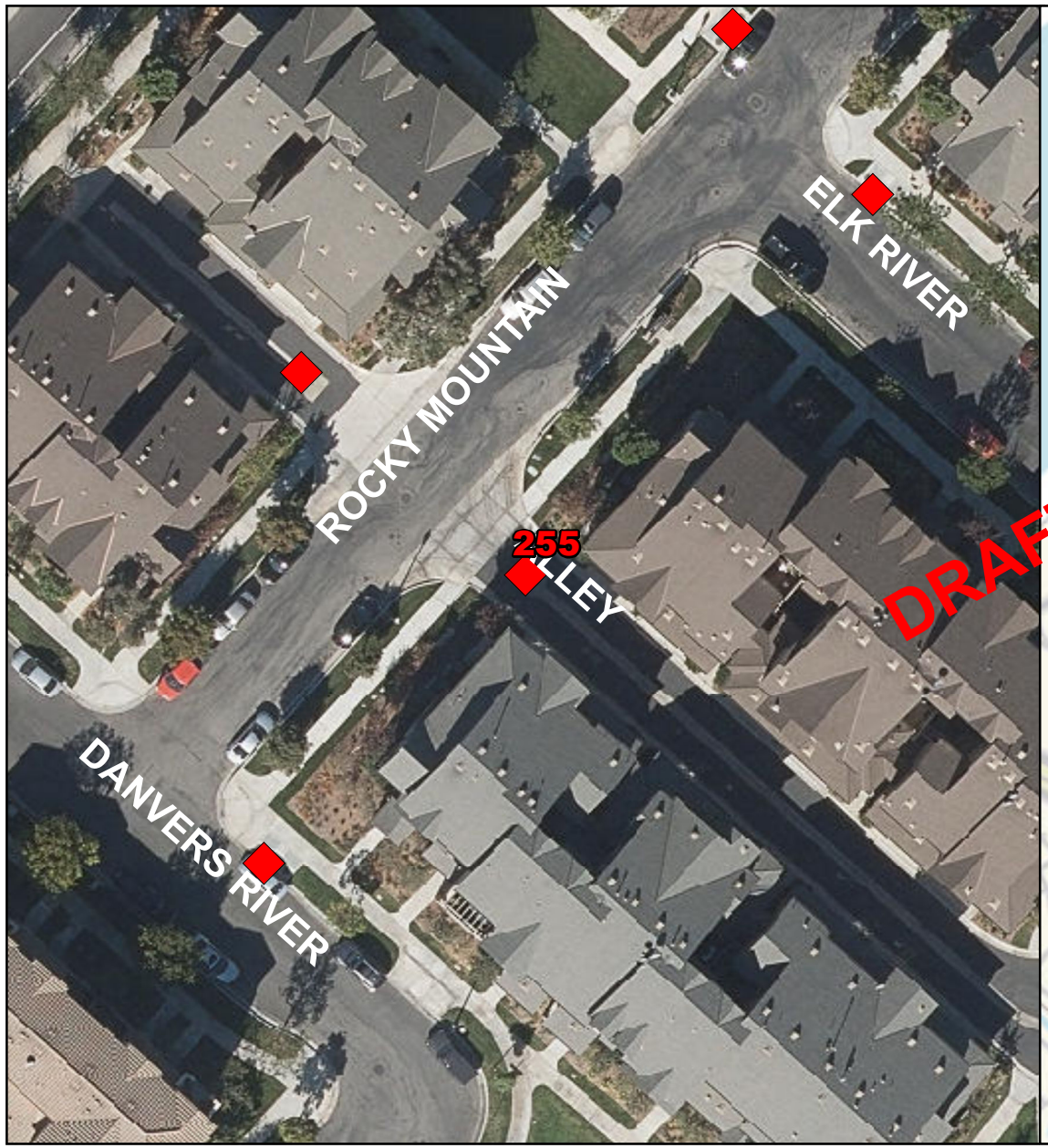
Legend

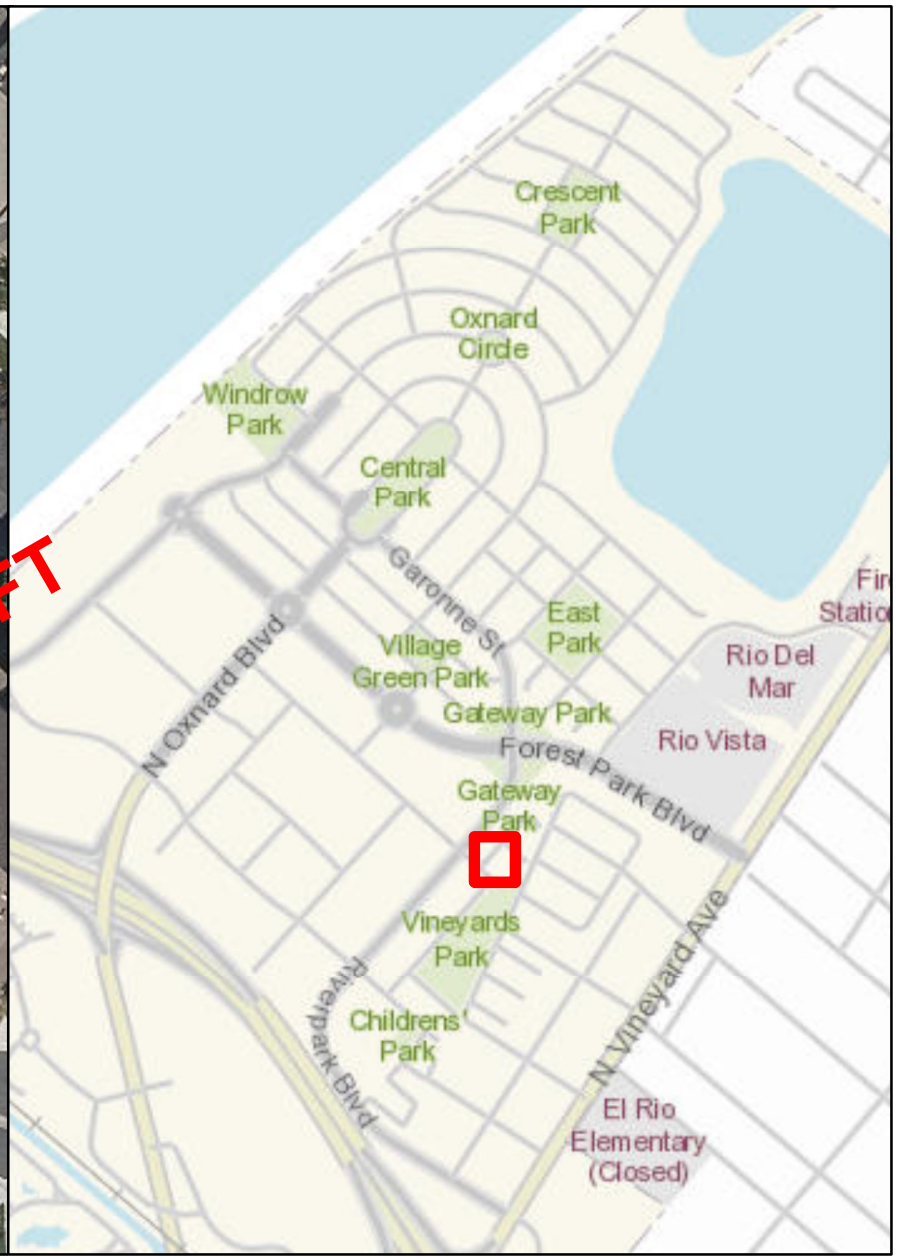
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 255





STORMFILTER GRATE INLET - 60"

Number of Cartridges is 3

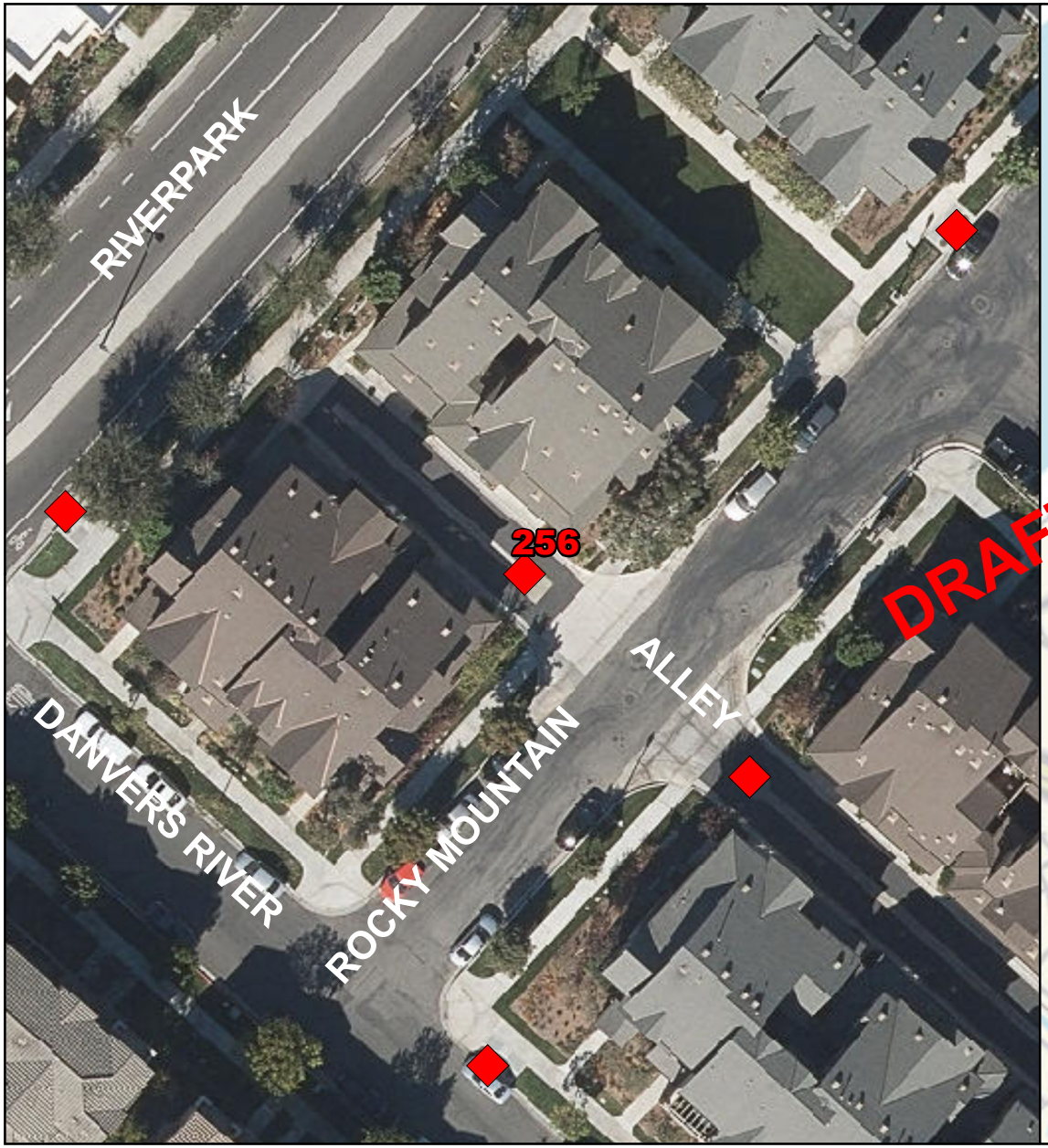
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S 520

Filtration Unit No. 256





STORMFILTER GRATE INLET - 60"

Number of Cartridges is 2

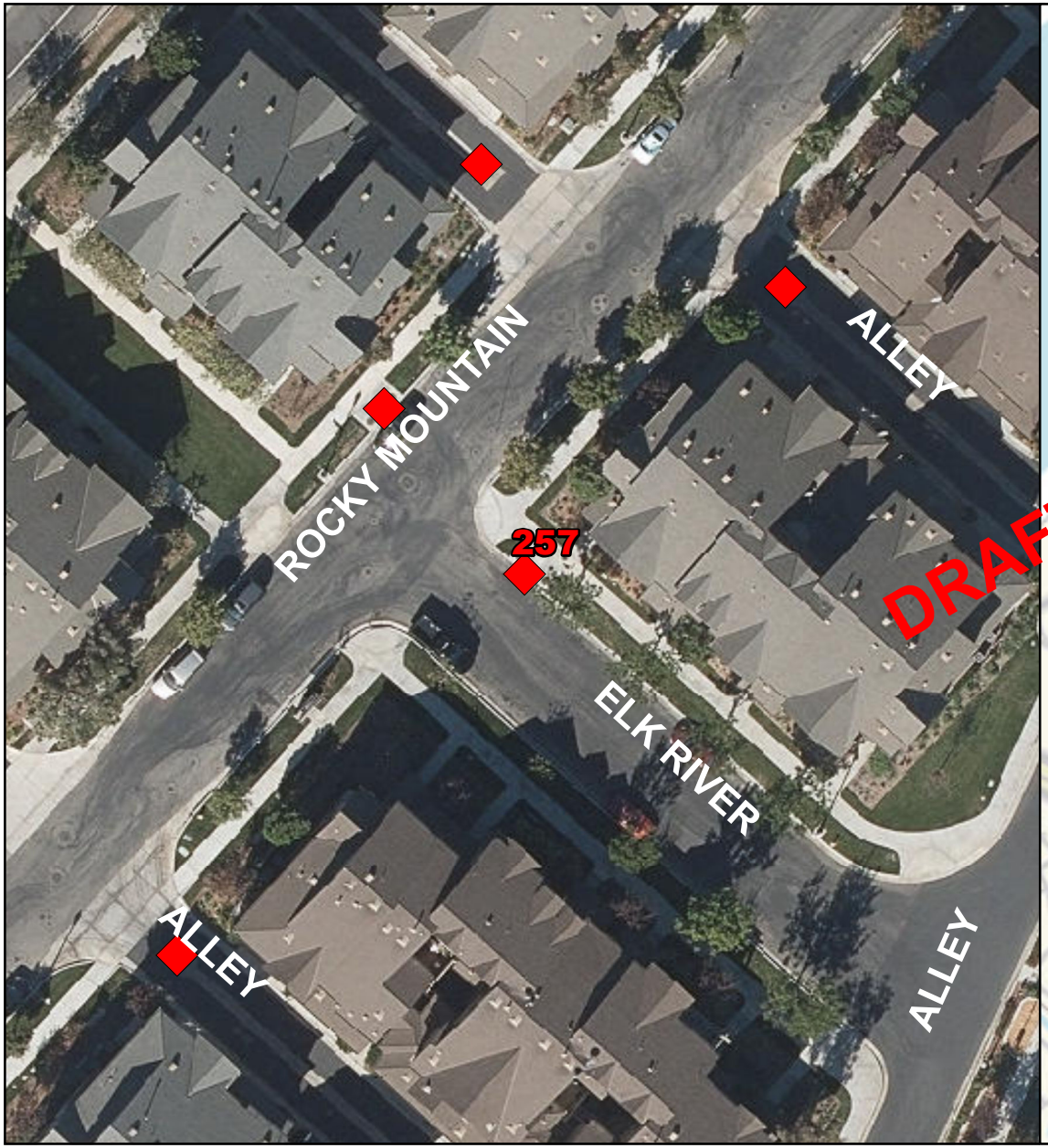
Legend

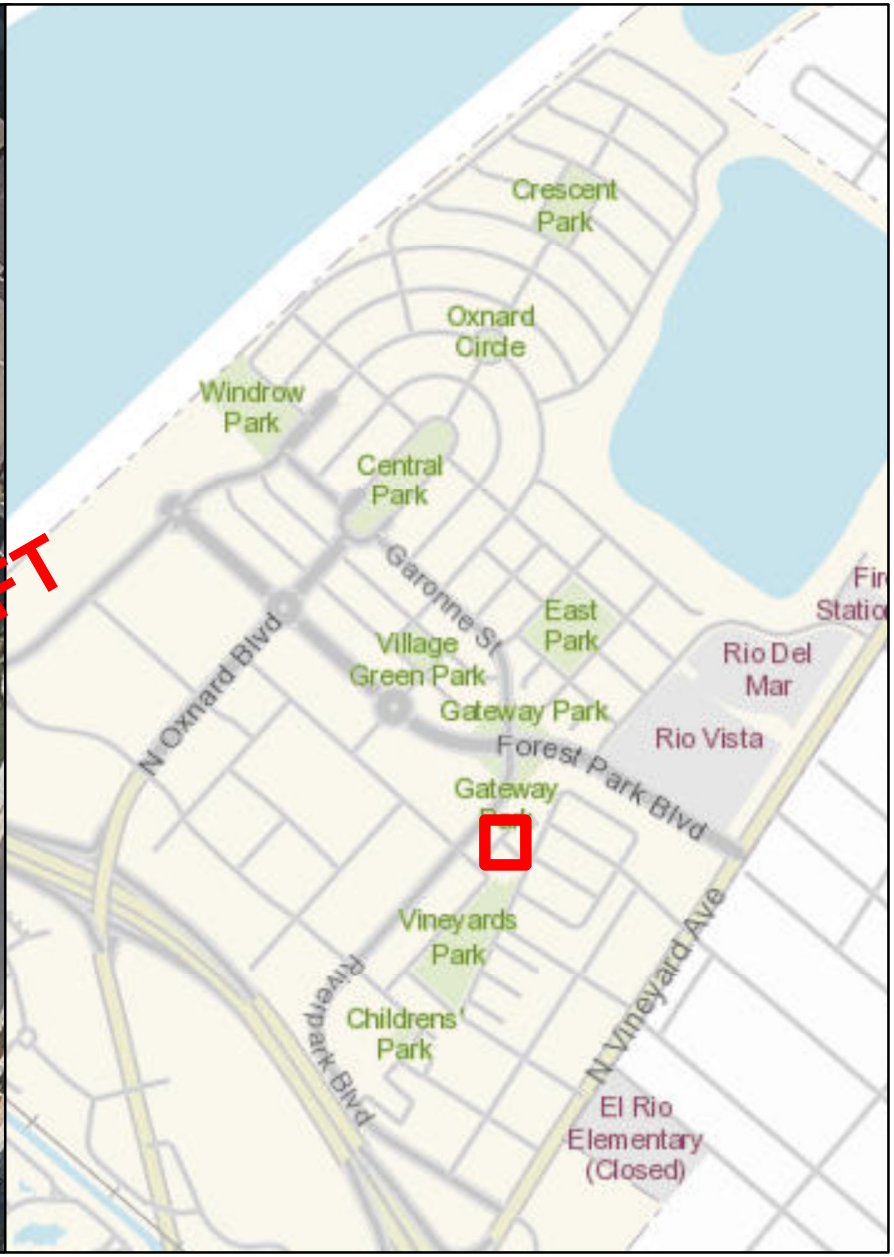
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 257





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 4

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 258





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 3

Legend

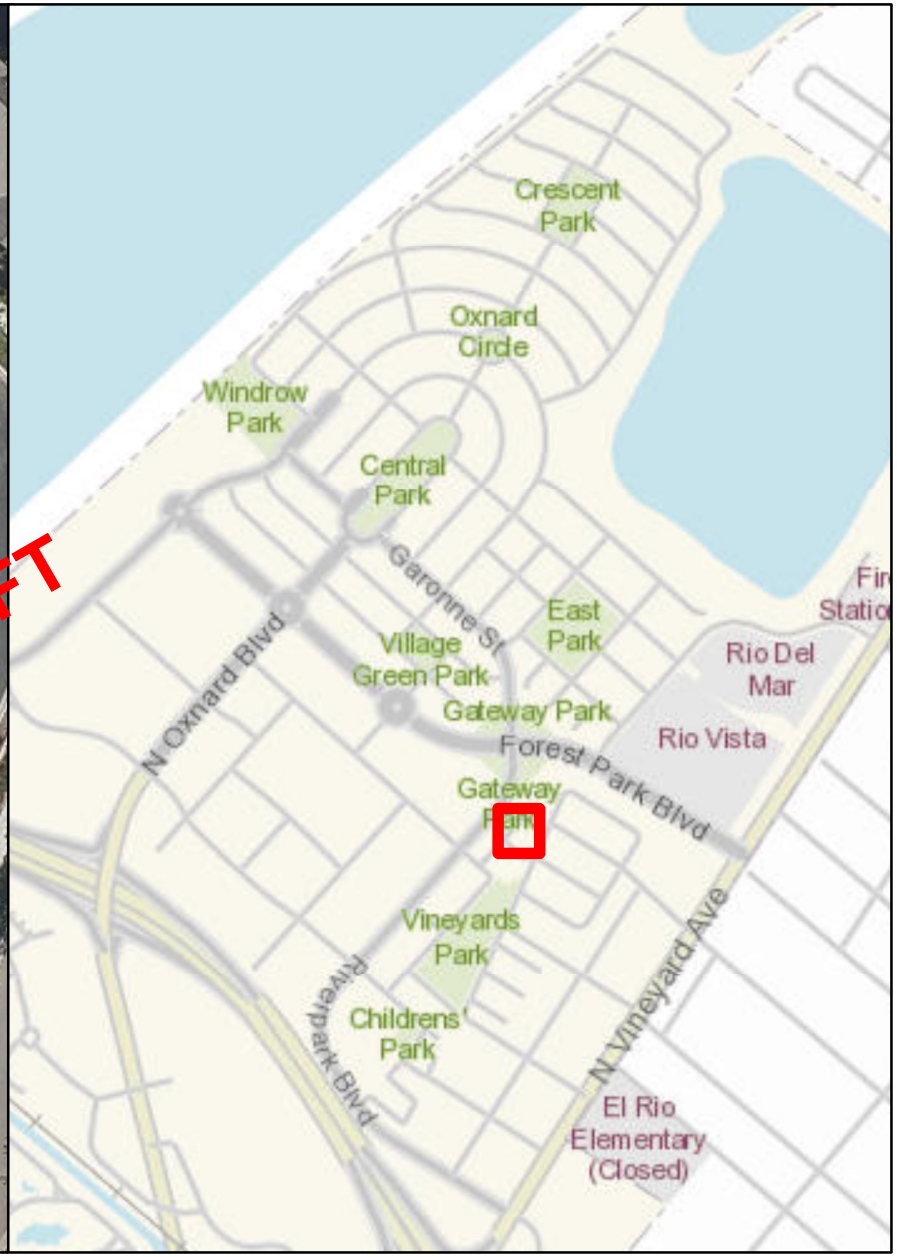
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 259





STORMFILTER GRATE INLET - 60"

Number of Cartridges is 2

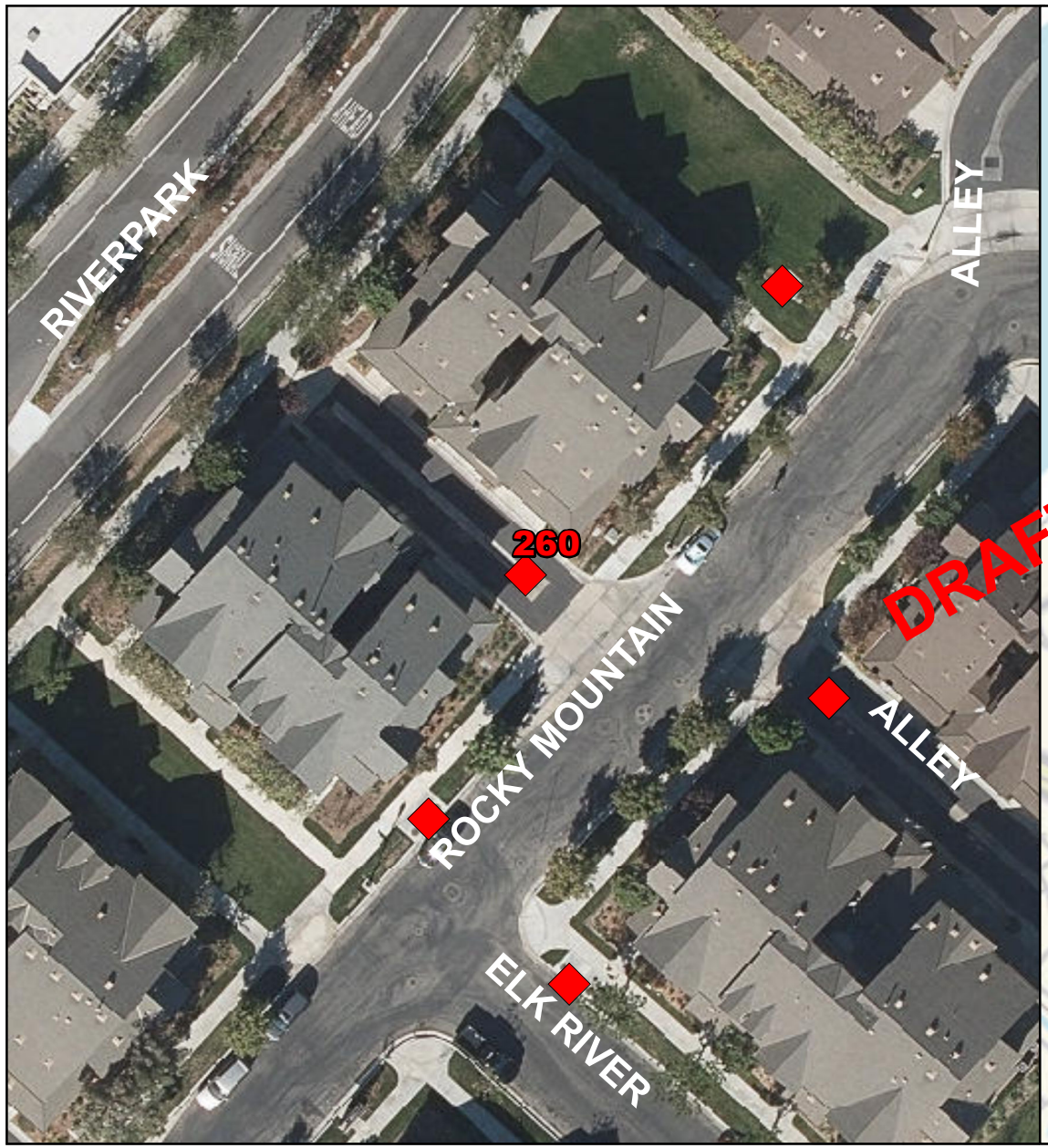
Legend

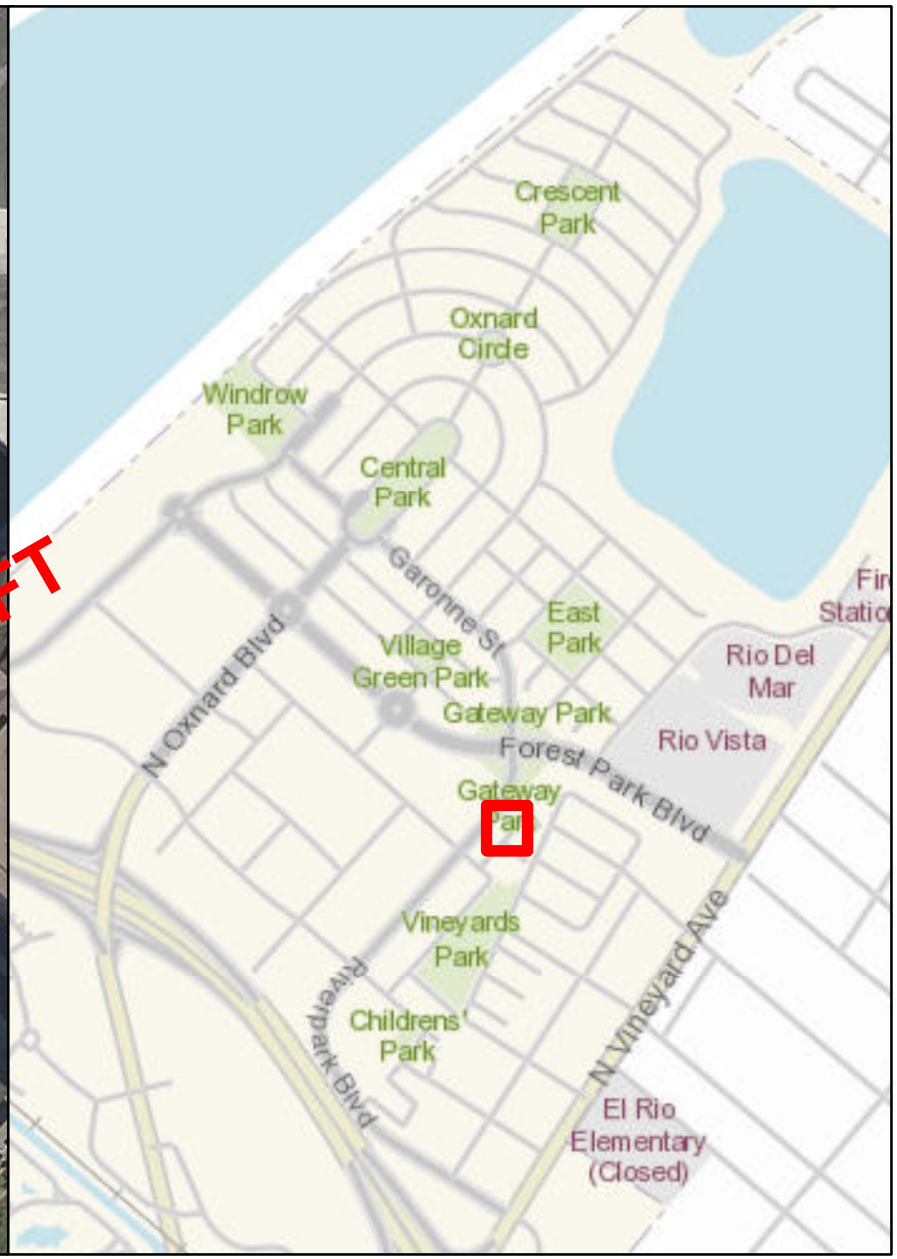
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 260





STORMFILTER GRATE INLET - 60"

Number of Cartridges is 2

Legend

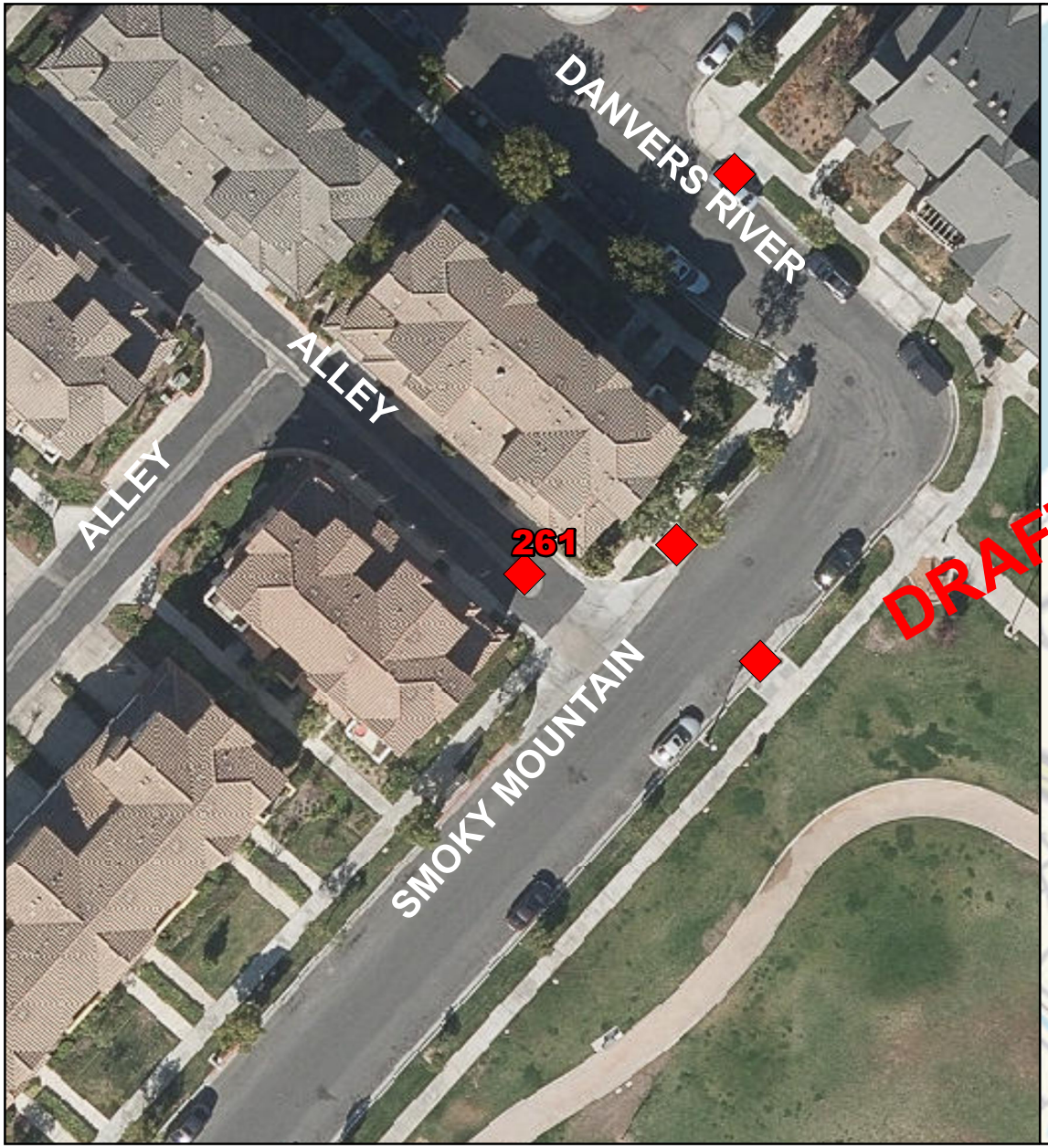
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

525

Filtration Unit No. 261





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 262





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

Legend

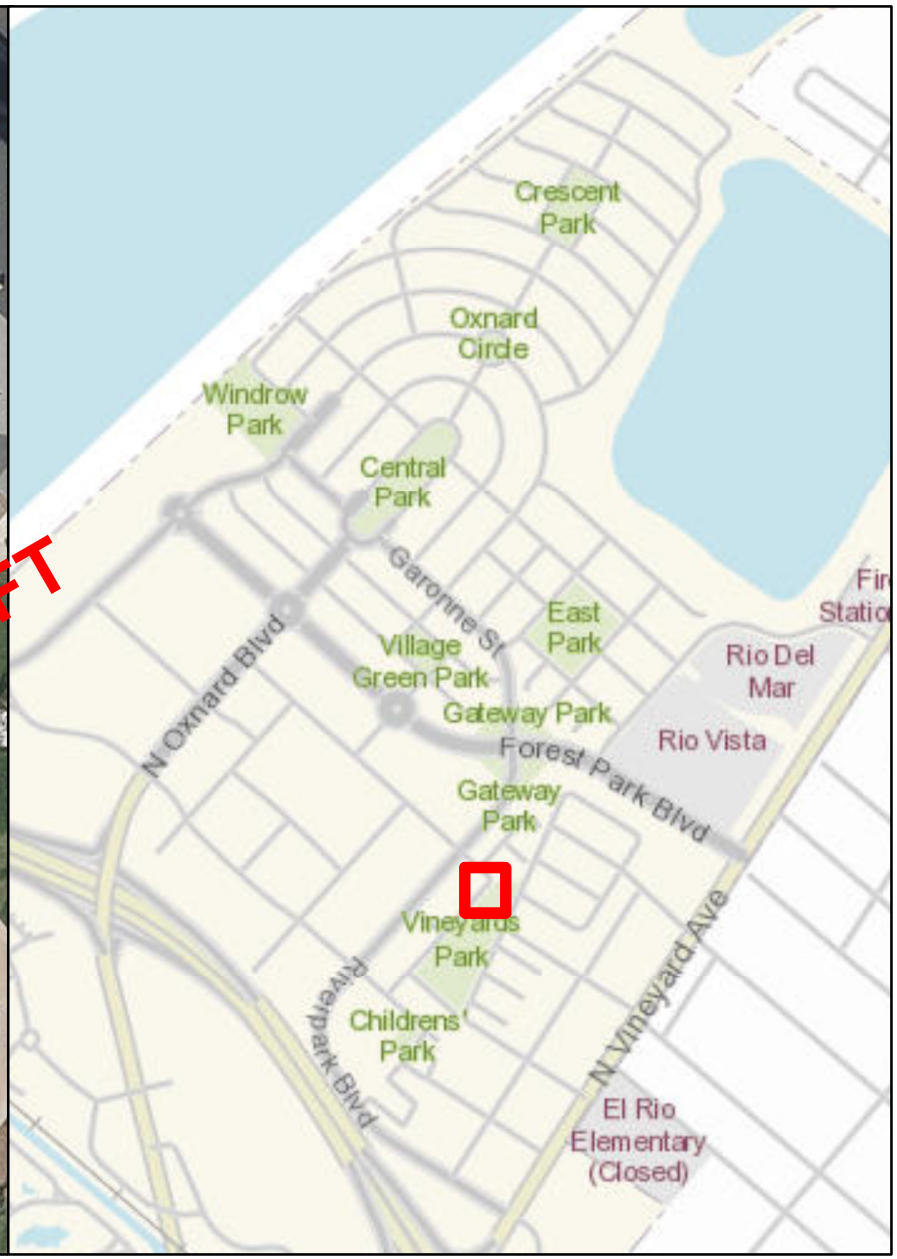
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 263





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 7

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 264





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

Legend

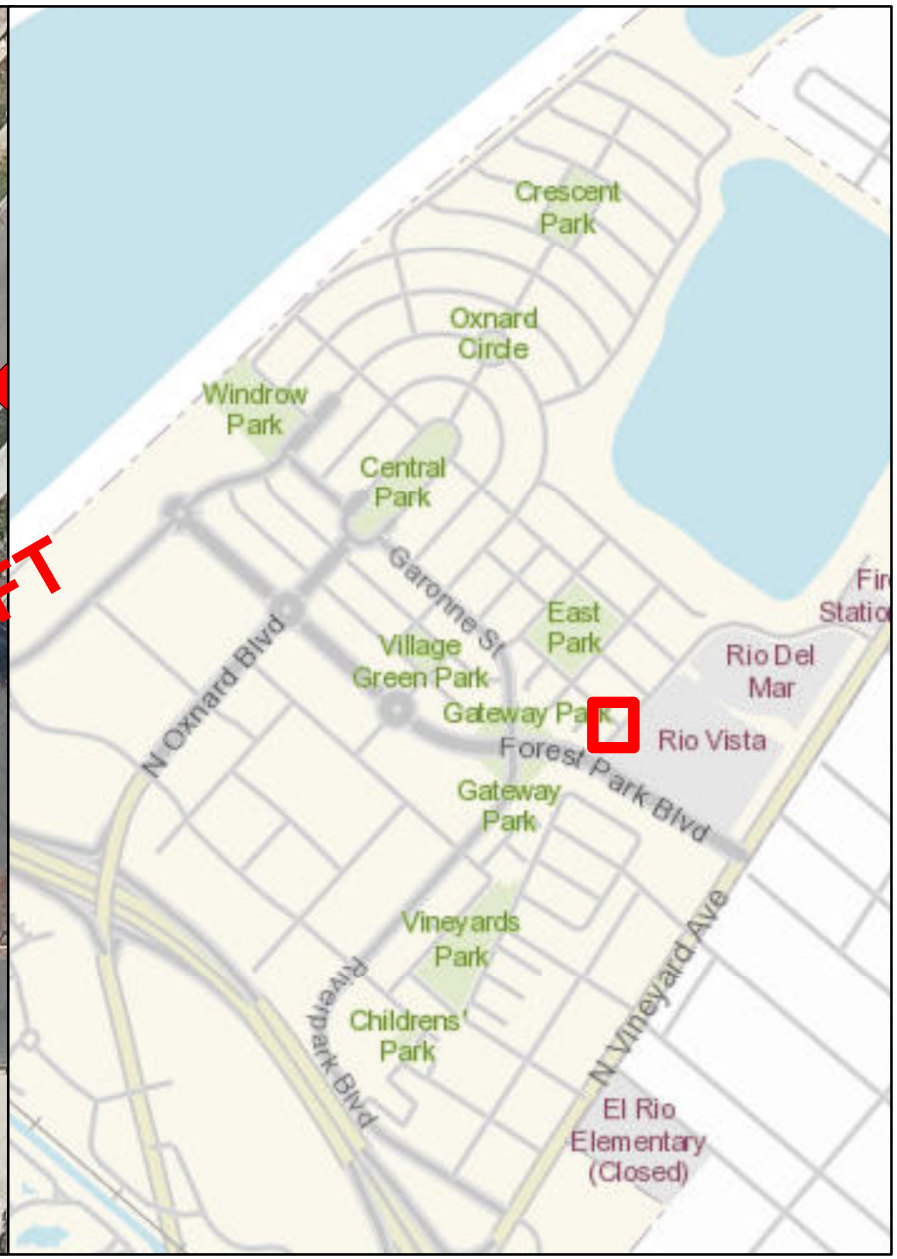
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 265





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

530

Filtration Unit No. 266





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 5

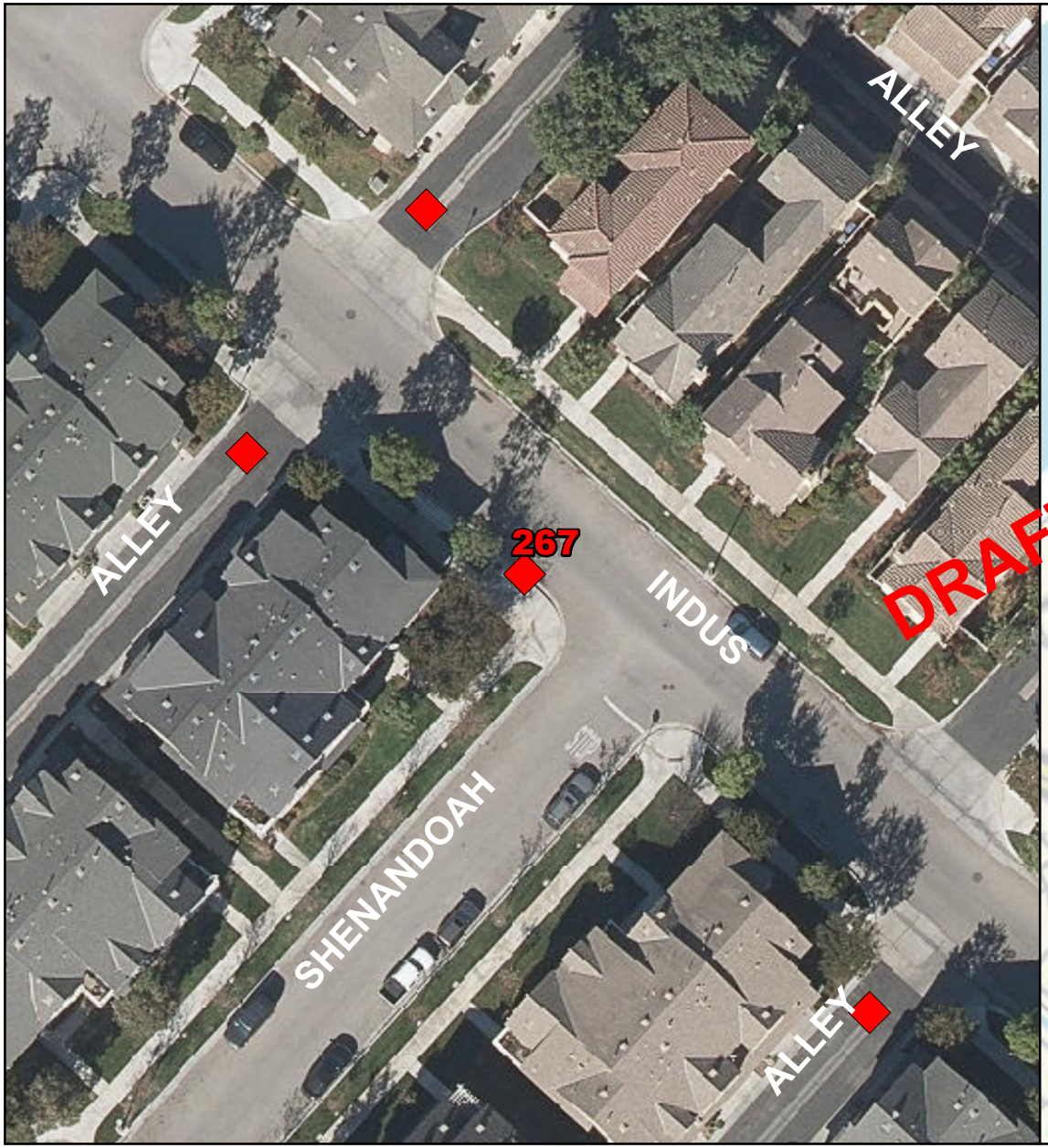
Legend

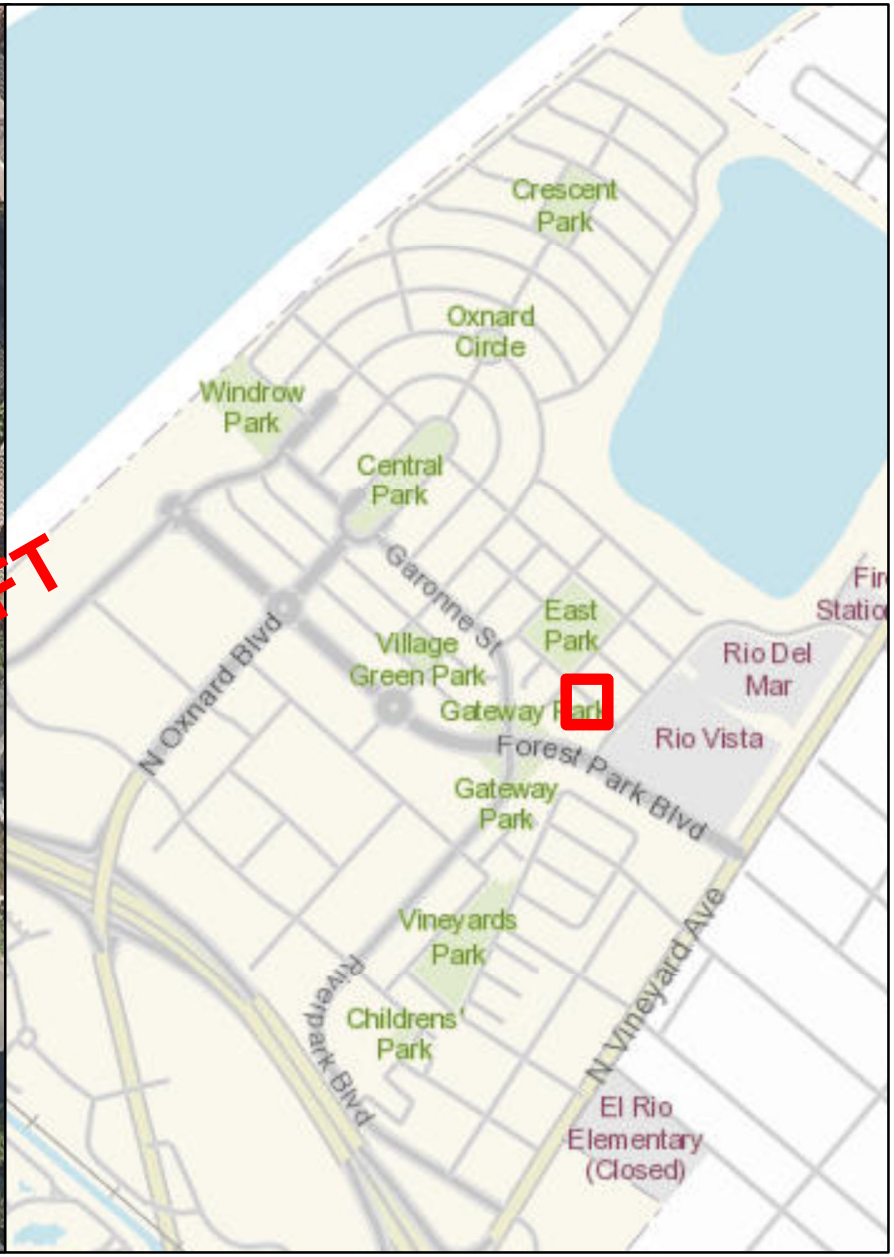
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 267





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 268





STORMFILTER GRATE INLET - 72"

Number of Cartridges is 7

Legend

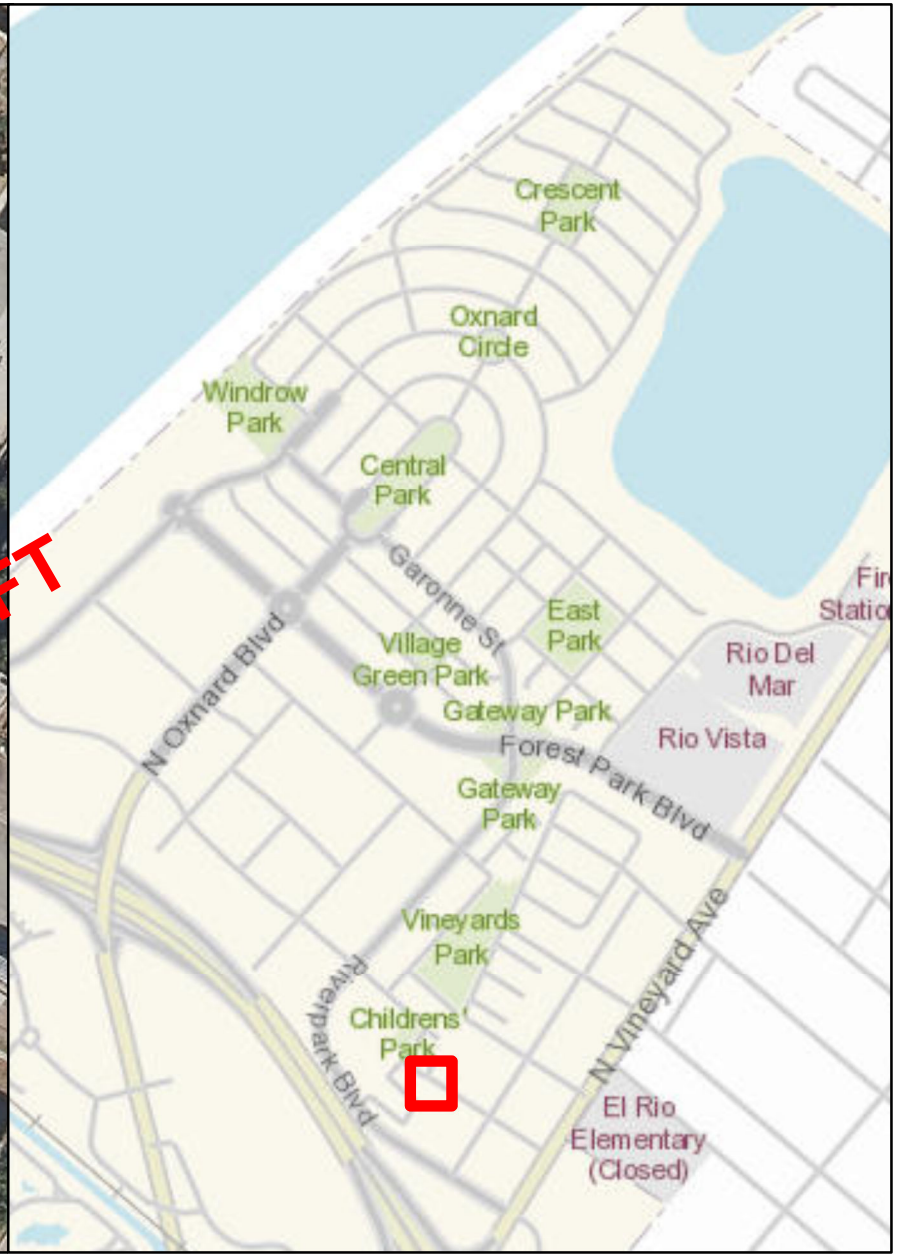
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 269





STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 18

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 270





STORMFILTER CATCHBASIN - 8'X16'

Number of Cartridges is 18

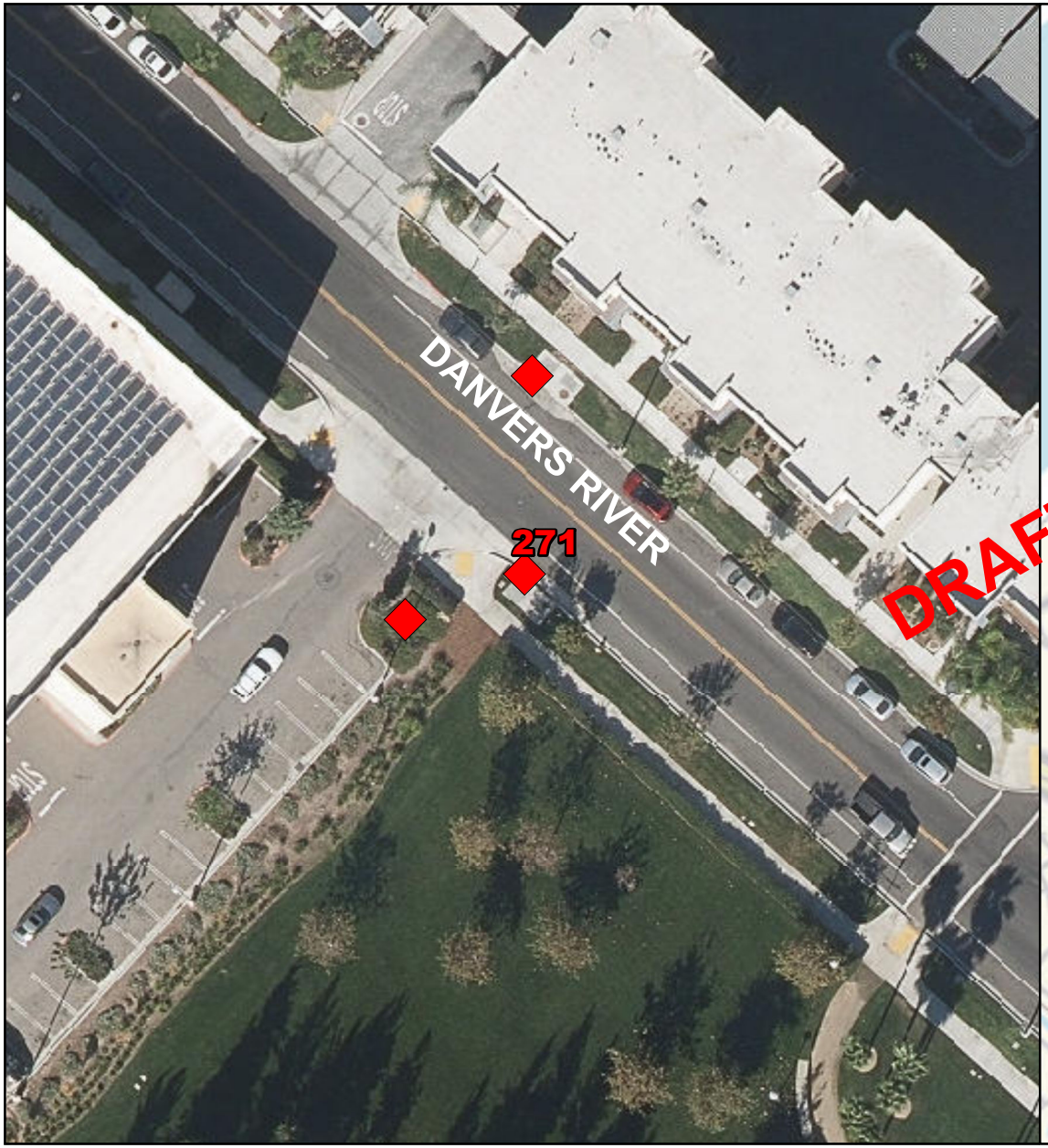
Legend

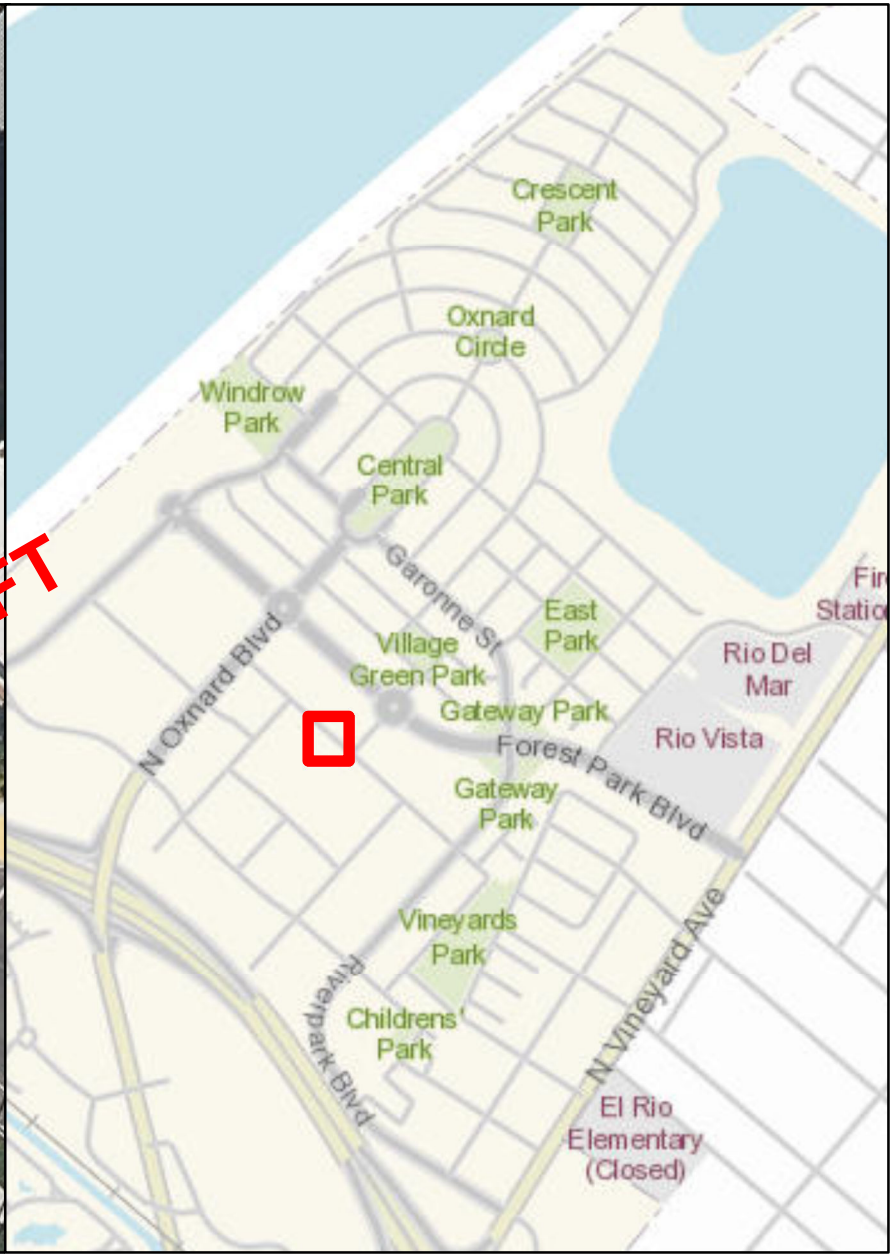
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 271





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 6

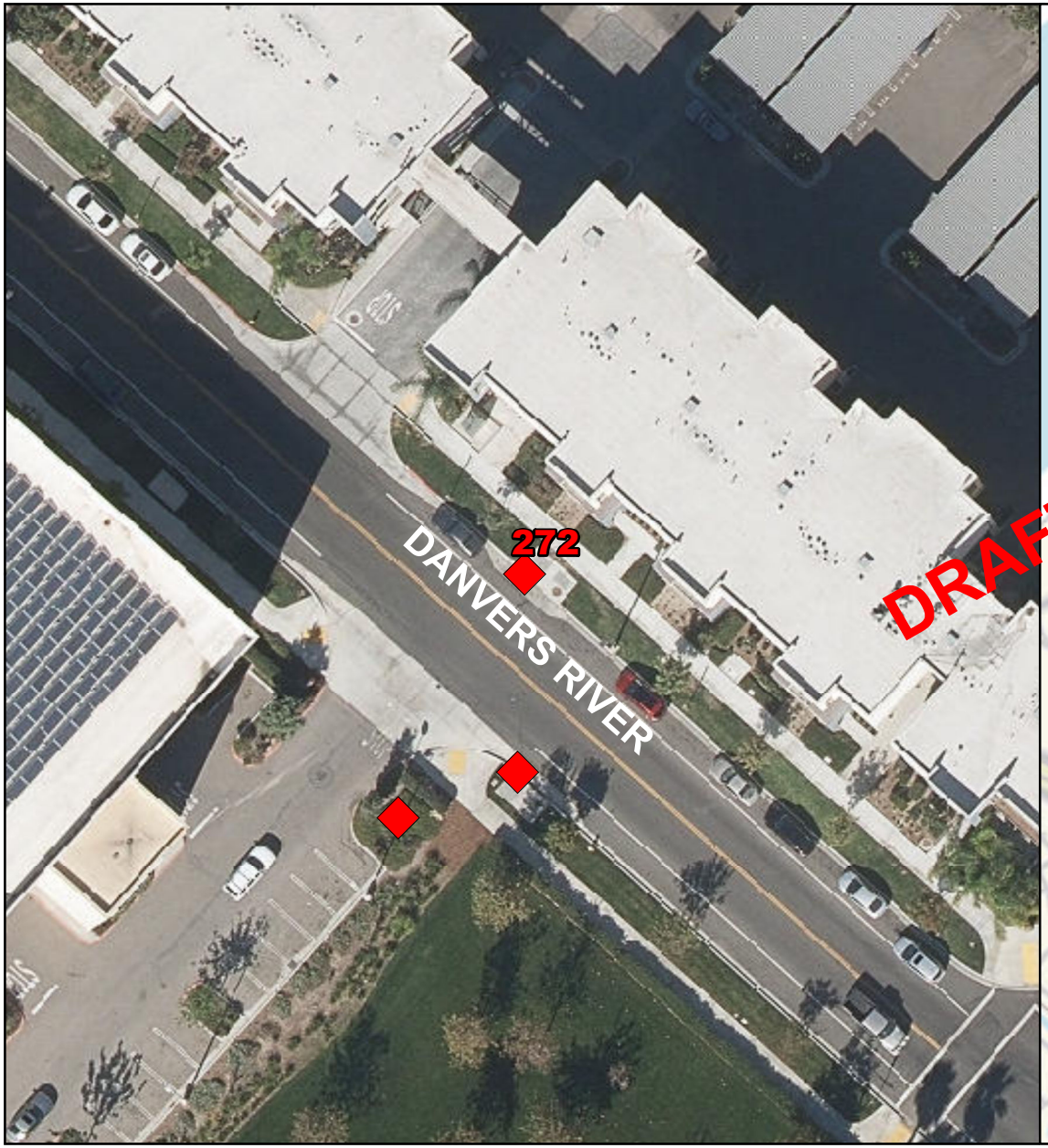
Legend

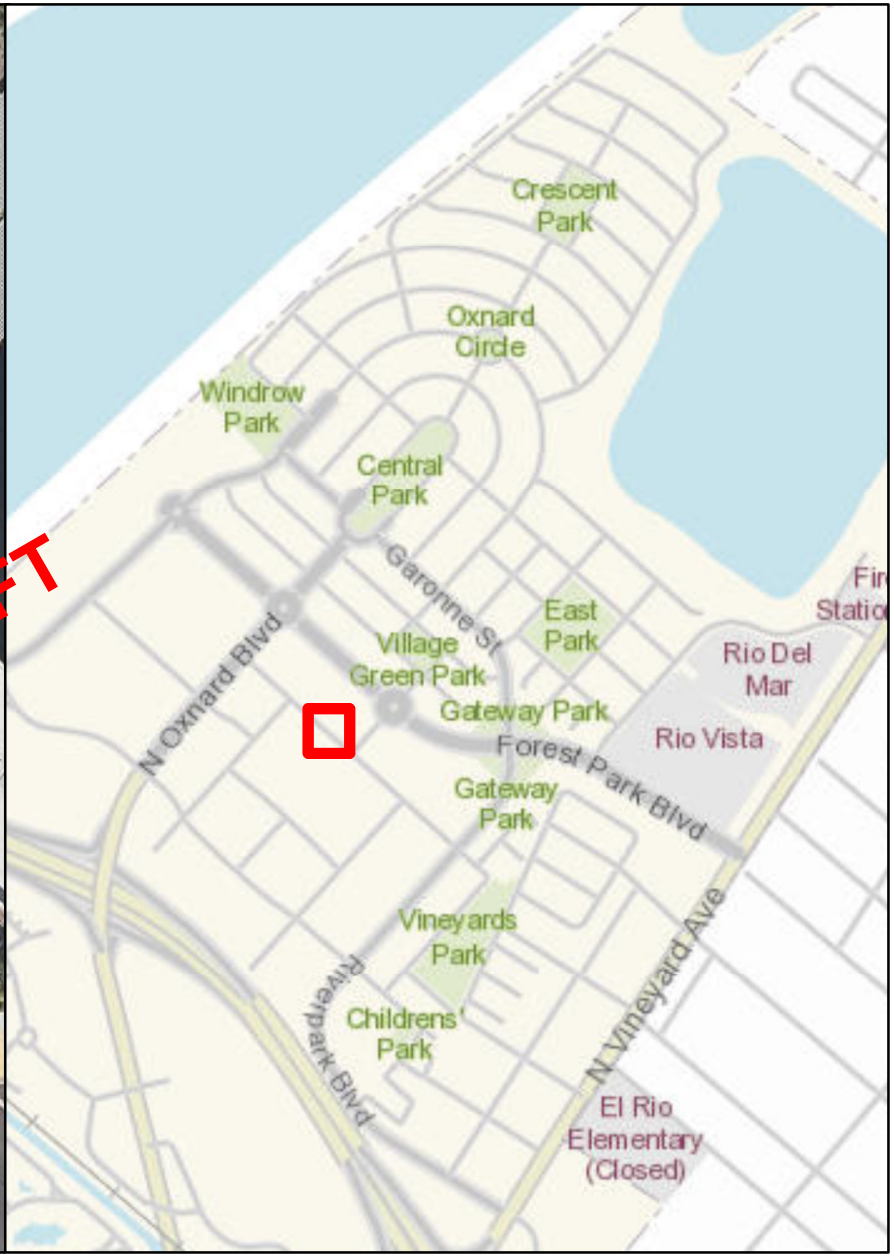
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 272





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 5

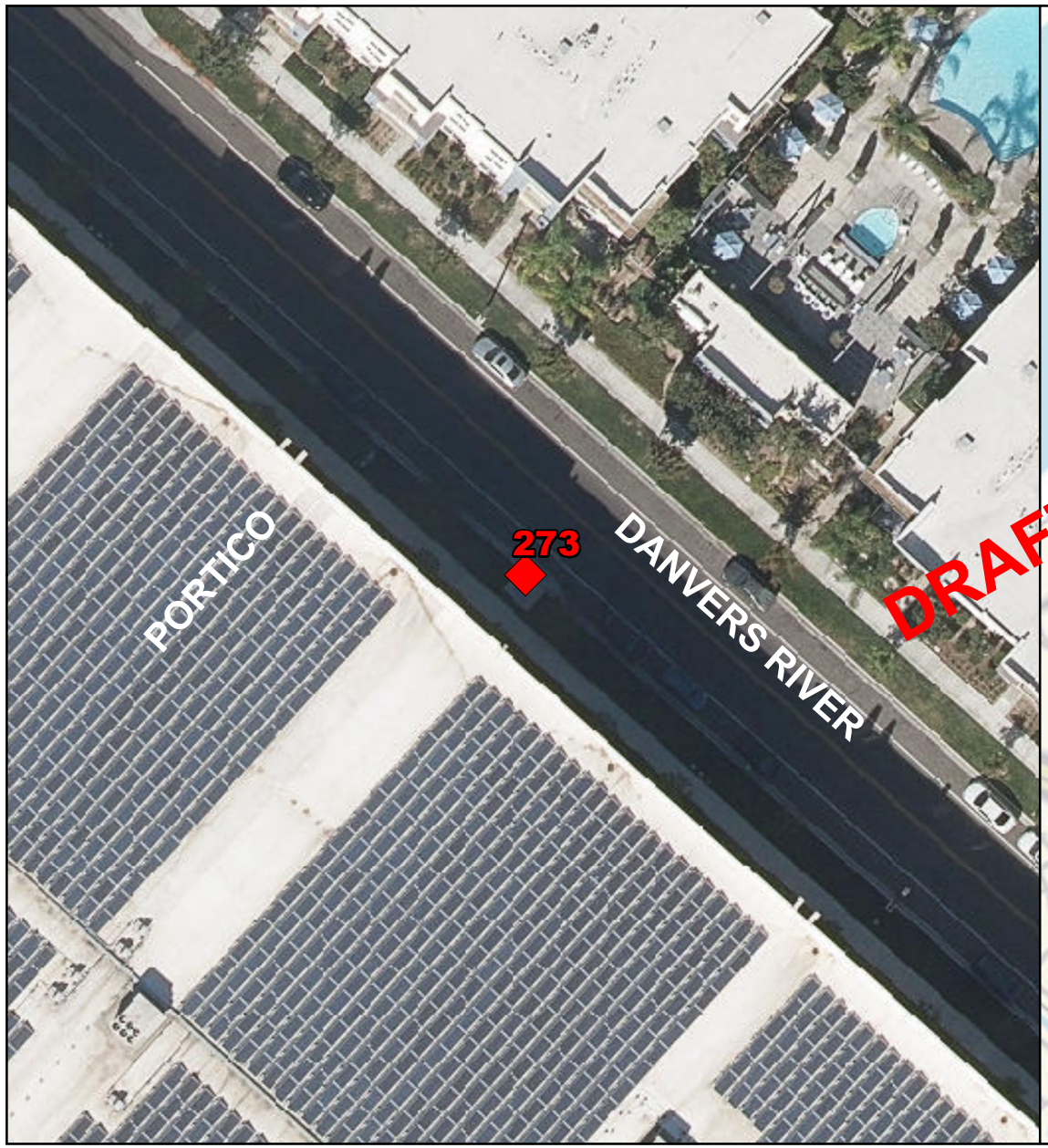
Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 273





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 1

Legend

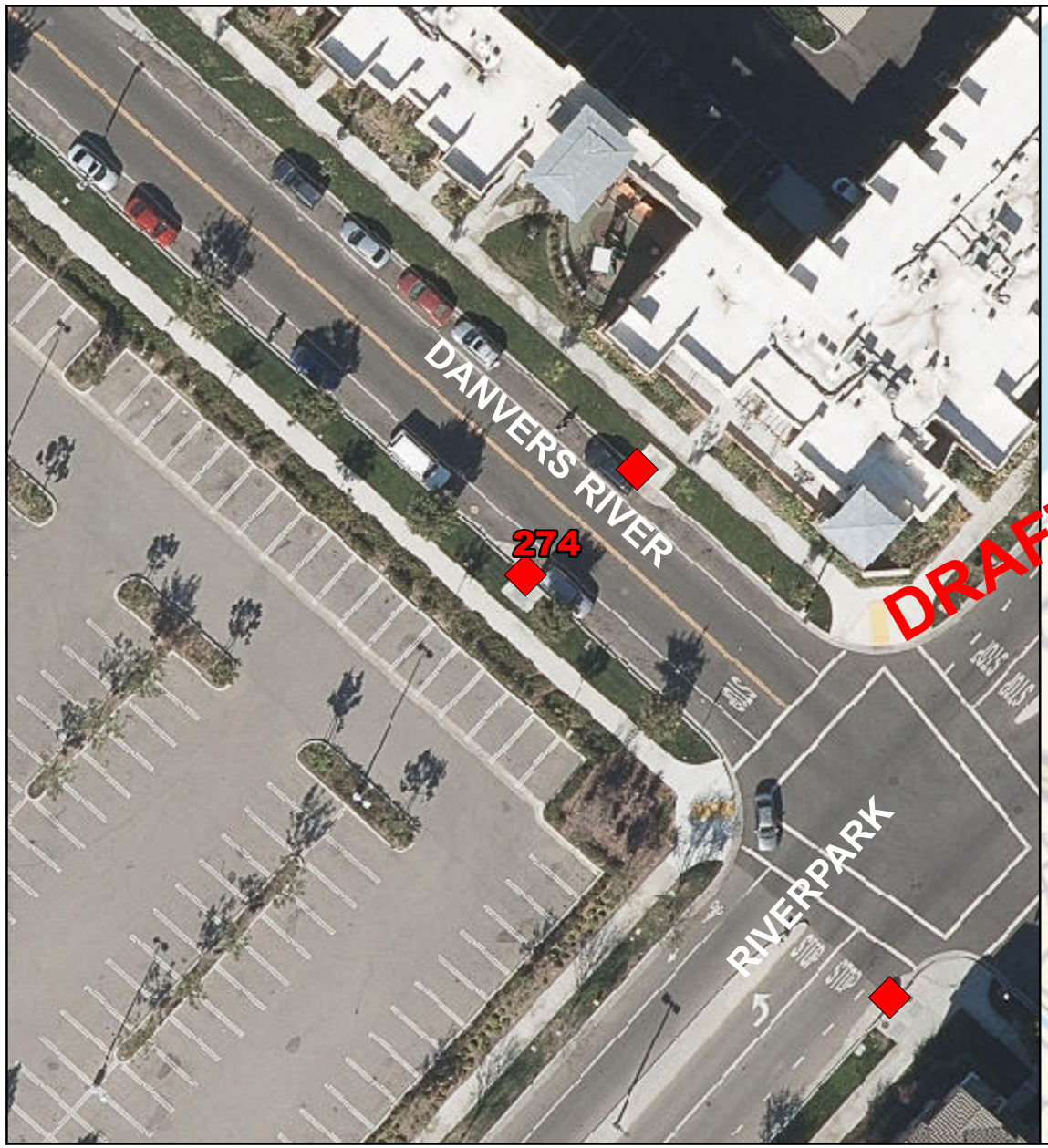
Filtration Unit

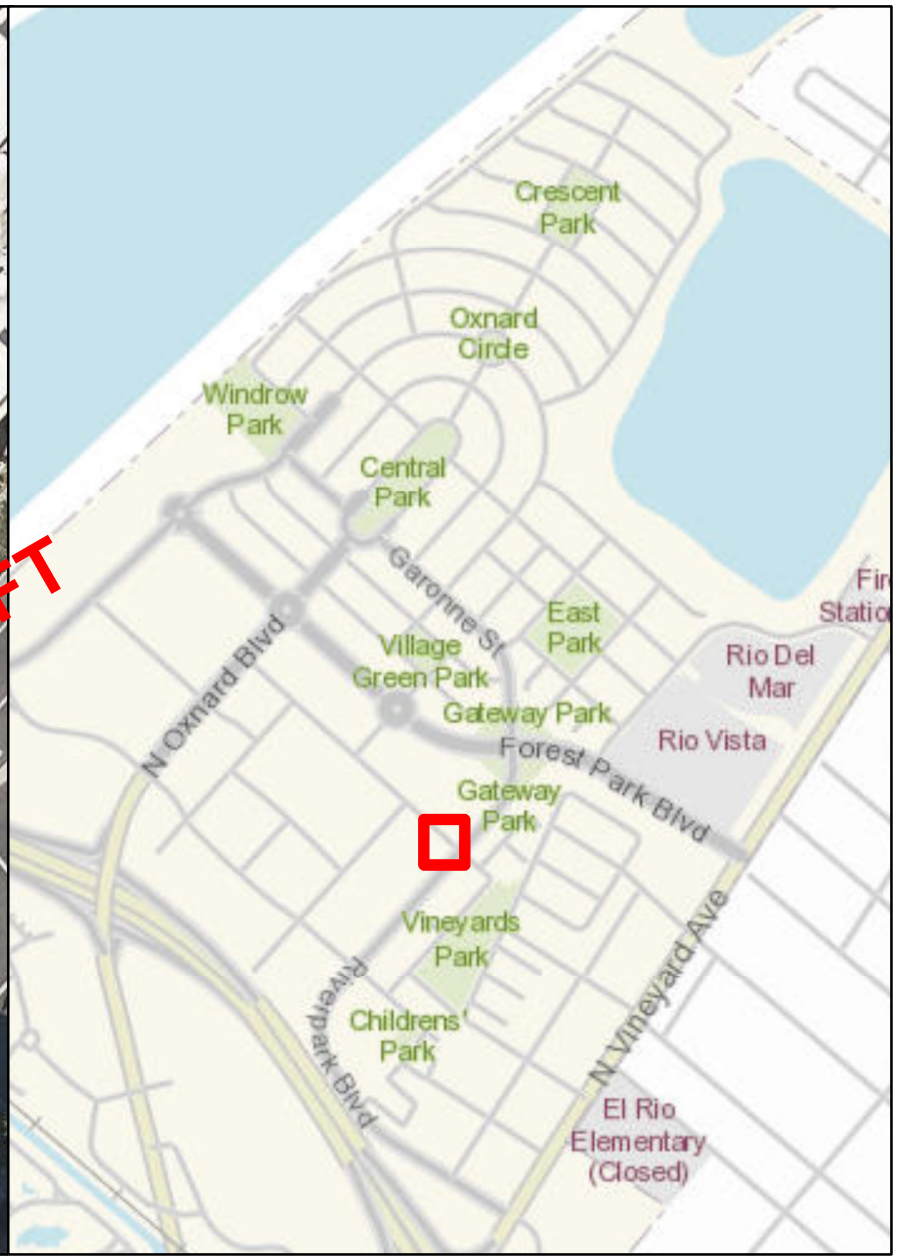
0 15 30 60 90 120 Feet

N W E S

538

Filtration Unit No. 274





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 7

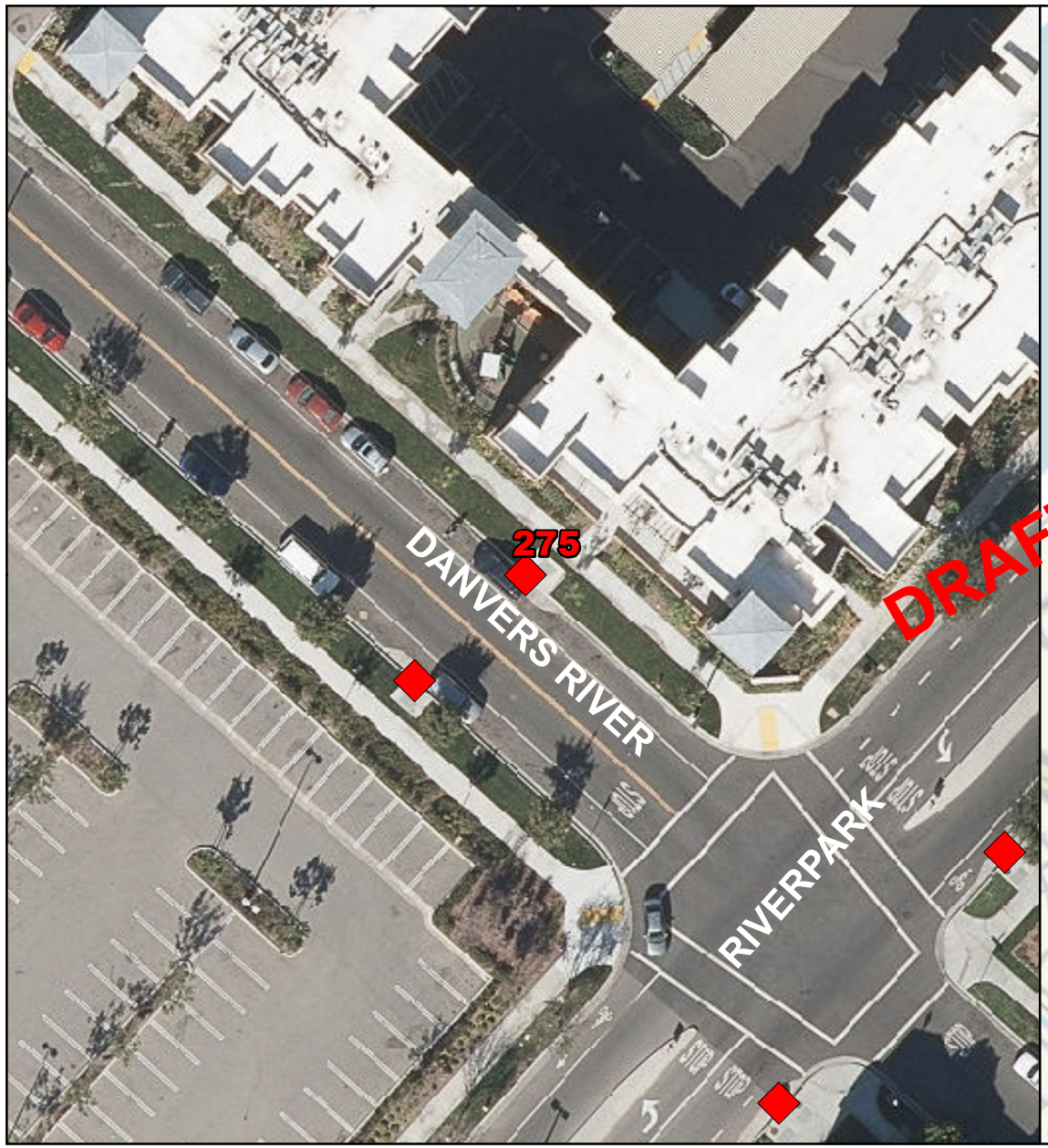
Legend

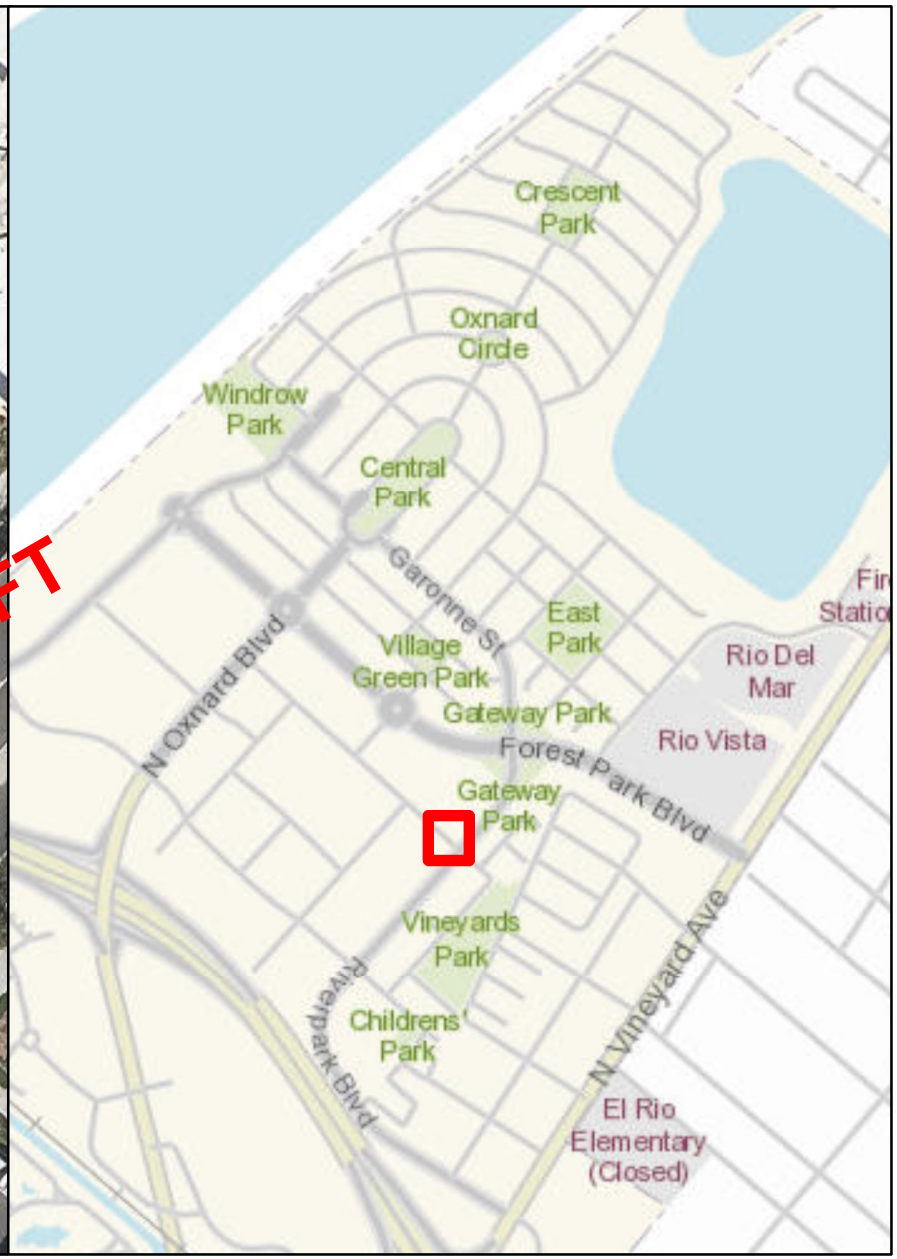
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 275





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 8

Legend

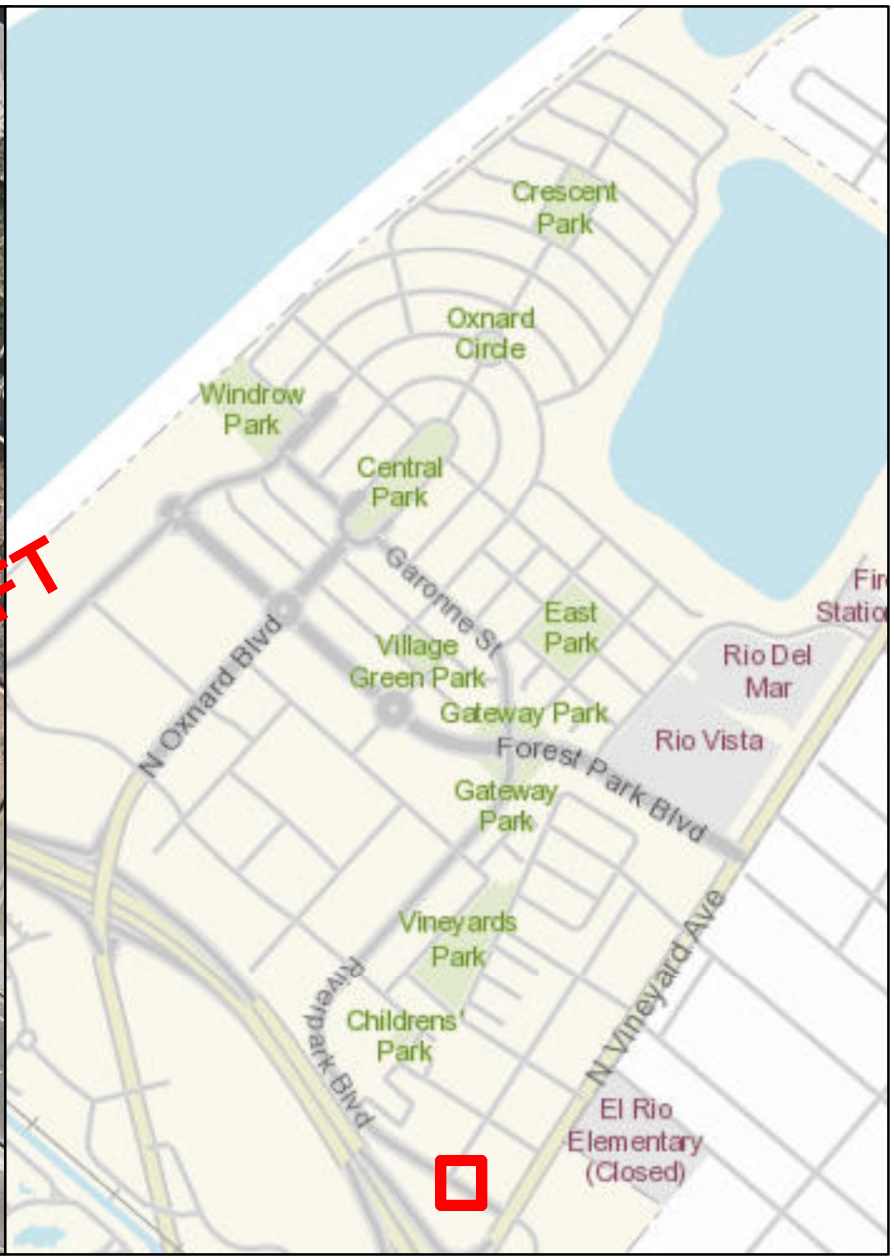
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 276





STORMFILTER CATCHBASIN - 6'X12'

Number of Cartridges is 10

Legend

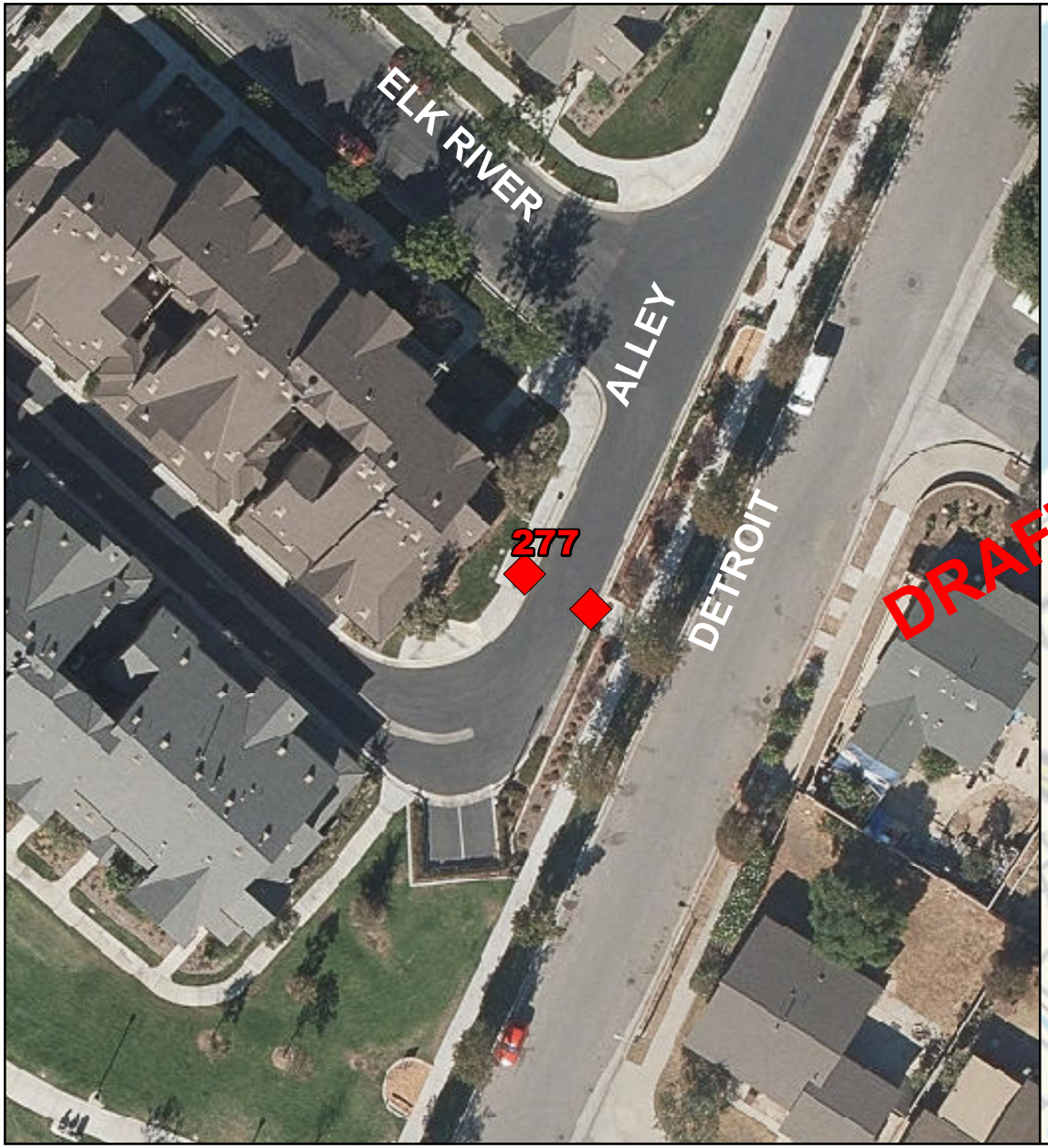
Filtration Unit

0 15 30 60 90 120 Feet

N W E S

541

Filtration Unit No. 277





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 2

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

Filtration Unit No. 278





STORMFILTER CATCHBASIN - 6'X8'

Number of Cartridges is 1

Legend

Filtration Unit

0 15 30 60 90 120 Feet

N W E S

EXHIBIT I

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Downstream Services, Inc.)

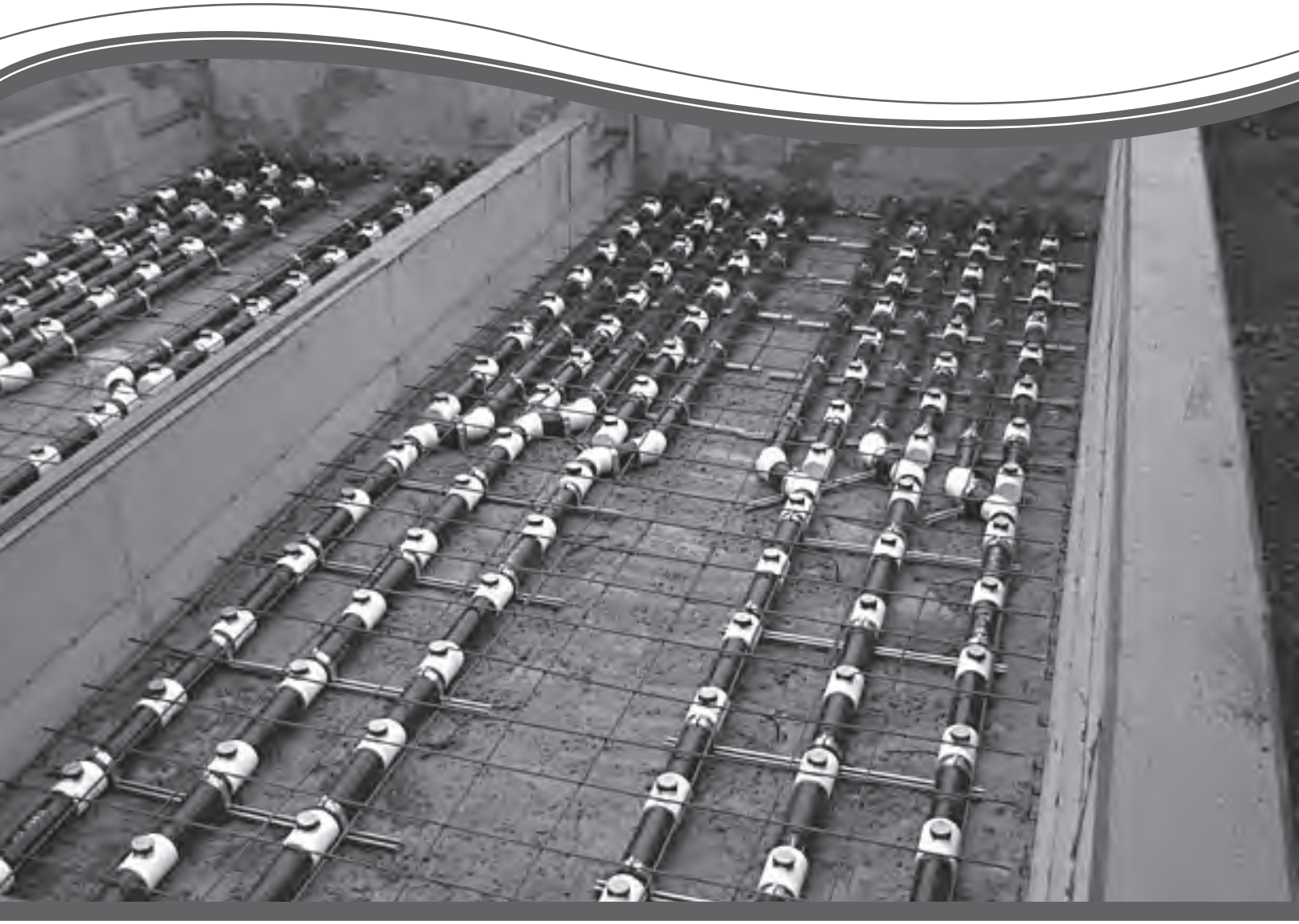
STORMWATER MANAGEMENT STORMFILTER VAULT INSTALLATION GUIDE

(ON THE FOLLOWING PAGES)

Agreement No. 32500236

CONTECH®
CONSTRUCTION PRODUCTS INC.

StormFilter System Installation Guide — Cast in Place



The Stormwater Management StormFilter®

There are several different conFig.urations of the StormFilter™ system. (Precast vault, cast in place vault, panel vault, manhole and catch basin.)

The following is a general guideline for Cast in Place Systems. Please consult with a CONTECH Stormwater Solutions Inc representative for additional information on each specific conFig. uration.

Once the product has been ordered, a CONTECH purchasing agent will inform you of the projected completion and delivery date of the product(s).



Tools Needed

- Roto Hammer
- 3/8" SS Concrete Anchor
- 3/8" & 1/2" roto bit

(Any metal hardware used inside the vault must be stainless steel or aluminum)

- 1/2" SS Concrete Anchor
- Hammer
- Crowbar
- Wrenches or Sockets
- Tape Measure
- Elastomeric Sealant (Sikaflex 1A) in some cases fast drying grout may be substituted.
- PVC Cement (as specified)
- 4 ft. level

Cast-in-Place Vault Construction

The Vault will be constructed using supplied engineering drawings as specified. It will be the contractors responsibility to construct the vault as per the drawings and specifications. Once the vault is completed the flow kit will be ready to be installed.

StormFilter Installation

Parts used

- 2" ¼ turn connectors.
- Restrictor Discs
- 48" Energy dissipator (quantity will vary based on vault width)
- 2 per dissipator – 1¼" X 3/8 " Stainless Steel Threaded Bolt & Washer or
- 2 per dissipator — 2½ X 3/8" Stainless Steel Concrete Anchor
- Oatey - Special, milky clear, ABS Cement (#30923)

Storm Filter Installation Procedure

Foundation Preparation

- Prepare the subgrade in accordance with the project specification and any available geotechnical report prepared for the project.
- Follow the project plans for the foundation's dimensions and elevations. Pour the foundation in accordance with the specifications and details. Once the floor of the vault has been constructed the flow kit can be installed.

Manifold Installation

In most precast vaults, the flowkit will be cast into the floor at the precaster and will not be seen. For Cast-in-Place system the contractor is responsible for installation of the flow kit. **Please schedule a CONTECH representative to meet at the site the day of the installation for tech support.**

Install the under-drain manifold on the filter bay section of the foundation. See the site specific installation drawing for specific layout, the spacing and locations are critical. (See Fig. 1&2)

Mark the location of the wall between the filter bay and the outlet bay. Layout the manifold sections that penetrate under this wall, they should be flush with far side of wall. **It is imperative to have the measurements checked before the final concrete pour.** All flow kits are to be centered on the vault sub floor making sure the outlet pipes will extend though the outlet baffle wall into the outlet bay.

Lay out and attach additional sections with ABS cement (contractor supplied). Bolt all sections down to the foundation with concrete wedge anchors (contractor supplied). (See Fig. 4)

Ensure all openings into the manifold are sealed with protective tape. Build a form for the flowkit pour. DO NOT move the strut that is connected to the piping. All the connector ports have been pre-measured for proper alignment of the StormFilters when installed. If movement occurs, please contact your CONTECH representative for assistance. **Verify 21" filter spacing is maintained over the joint between first sections and additional sections (See Fig. 3). All joints must be tight enough to keep out concrete until it hardens, use additional sealant if necessary. Verify the manifold is fully constructed and matches the layout in the provided installation drawing before moving on.** The flow kit MUST be attached to the sub floor using concrete anchors fastening three across and a minimum of every 5 feet down the length (See Fig. 4). The flow kit is buoyant and will float and/or move if not properly secured. The measurement from the outside of any connector port should be at a minimum of 10" from any wall or any structure inside the vault.

Pour the concrete to be level with the protective caps on the connector ports. The final surface will be smooth and the connector ports flush with the finished floor.

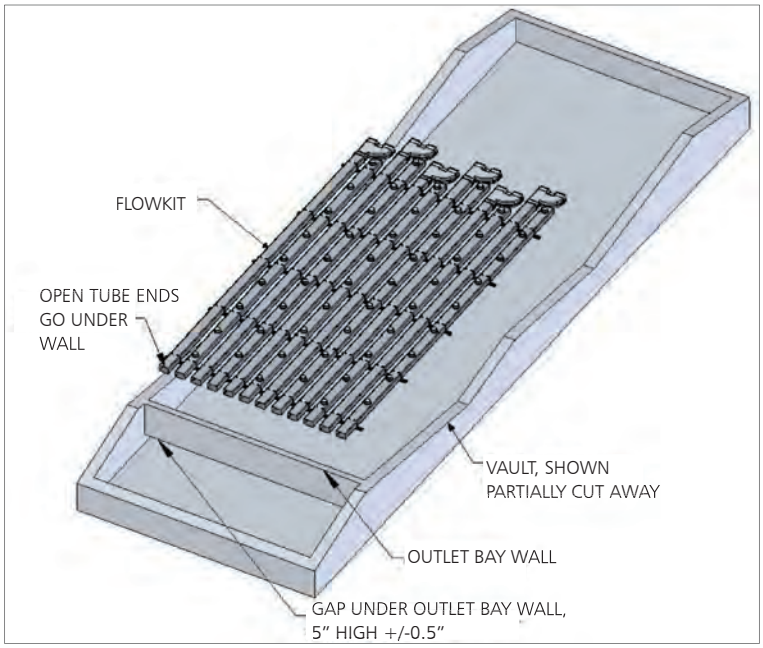


Figure 1

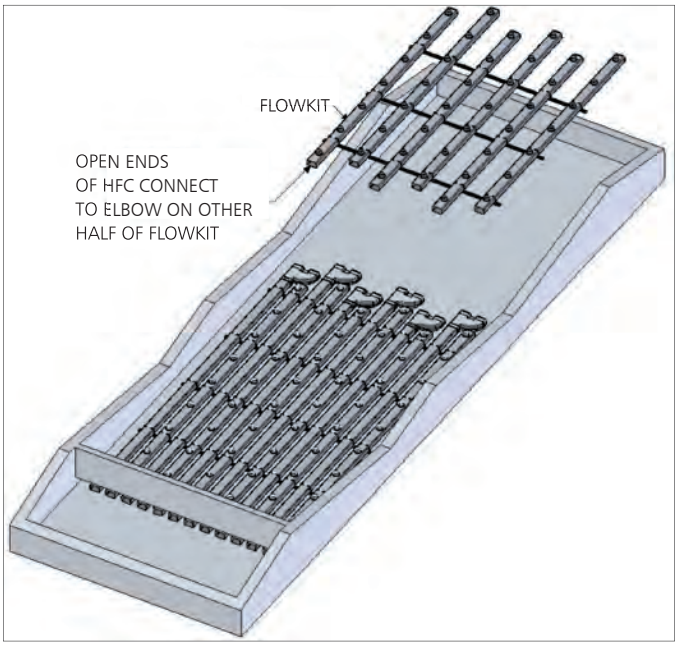


Figure 2

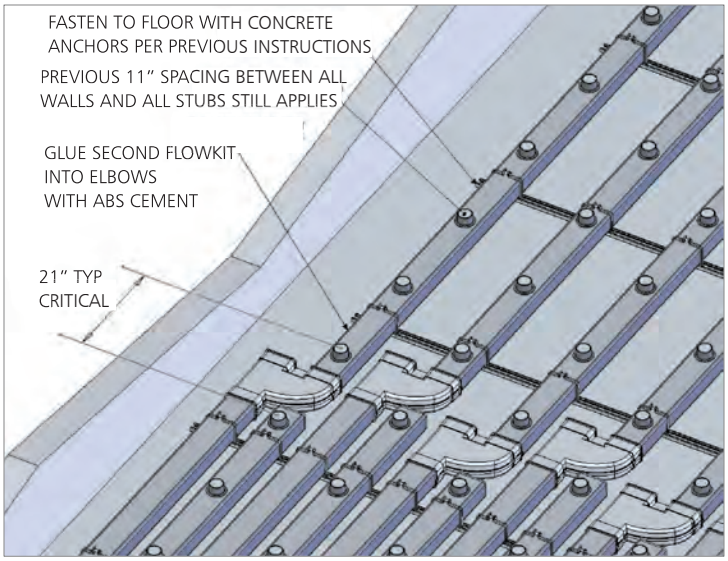


Figure 3

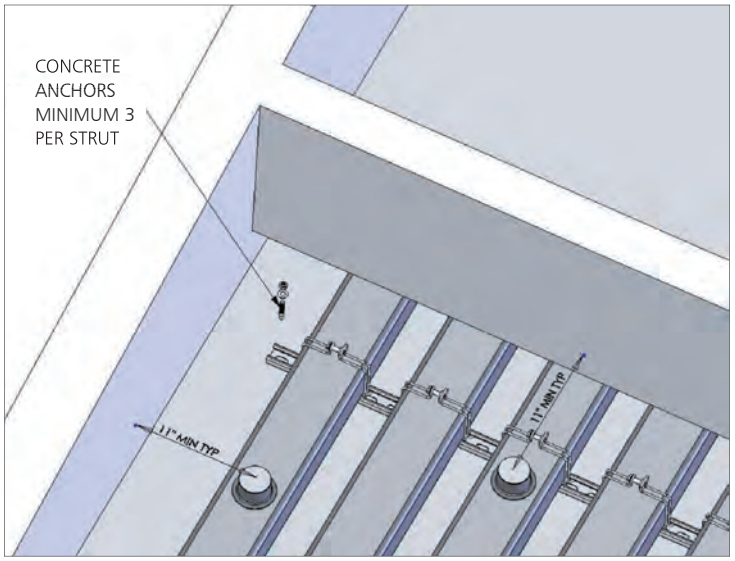


Figure 4

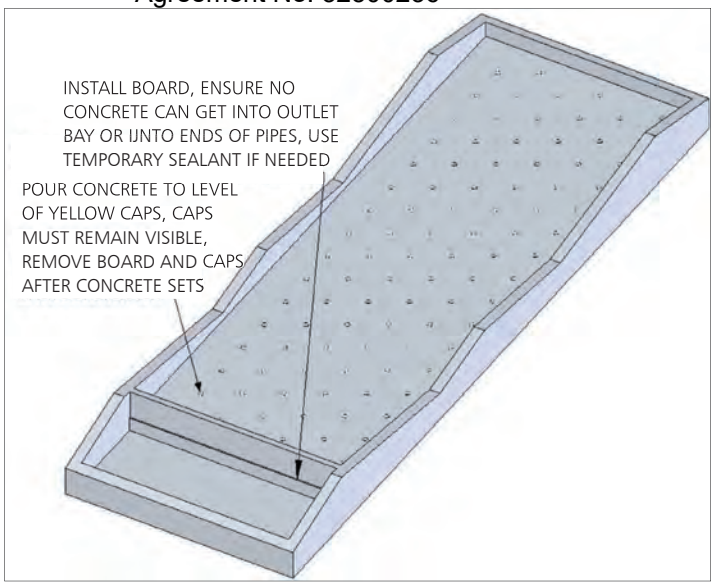
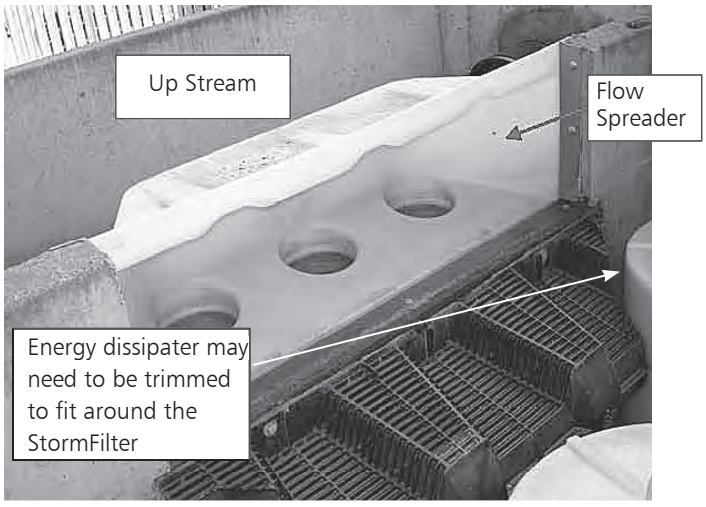


Figure 5

Pour baffle walls according to drawings. The outlet end of the flow kit piping will be visible on the downstream outlet side of the baffle wall. Contractor to grout all joints between internal baffle walls and vault structure, if required.

Flow Spreader

A flow spreader will be attached to the upstream side of each baffle wall using 3/8" SS (Stainless Steel) concrete anchors, see also Contech installation detail #484. On the Inlet baffle wall the flow spreader will be positioned so the three down turned tubes will be in the inlet bay and attached so the top of the flow spreader will match up with the top of the baffle wall.





Use eight SS anchors to attach. Then seal with an elastomeric sealant.

On the upstream side of the outlet baffle wall, the flow spreader will be positioned so the three down turned tubes will be in the cartridge bay and attached and sealed in the same manner.

Internal Components

Flow Spreaders: Flow spreader frames shall be installed within 3/8-inch of dimensions shown on plans.

Energy Dissipators: Energy dissipators shall be bolted to concrete walls as shown on plans using three 3/8-16 UNC x 2-1/2" hex nut sleeve anchors provided by the contractor.

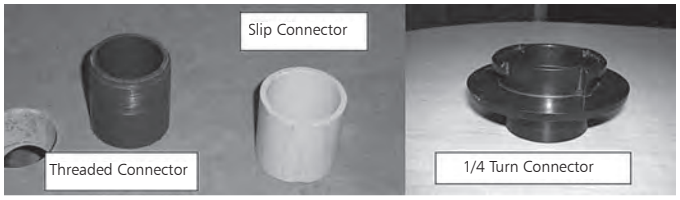
Restrictor Disc

Install cartridge stubs in all openings in floor with ABS cement.

Each connector port must have a restrictor disc inserted into it before the cartridge threaded or slip connector is glued in place (Ref Drawing #460). It is imperative to verify the restrictor discs are properly installed prior to cementing in the connectors.

Filter Connectors

Flow	Operating Head	Restrictor Disk Color	Abbreviation
5	12"	Blue	BLU
7.5	18"	Blue	BLU
10	12"	Grey	GRY
11.25	27"	Pink	PNK
15	18"	Black	BLK
22.5	27"	Gold	GLD
*7.5	120"	Purple	PRP
*11.25	72"	Almond	AMD
*22.5	72"	Pink	PNK



Connector Types

Threaded Connector (old style)

After the restrictor disc is inserted into the connector port, the threaded connector is glued into the connector port so that less than ¼" of the connector is exposed beneath the threaded portion. Use Rain or Shine Medium Blue PVC cement (or equivalent). **Do Not Use Clear PVC Cement**. Once the connector is in place, center a cartridge over the connector and thread clockwise until secure. Be careful not to cross thread the cartridge onto the connector. If cross threading occurs, back off until you feel the threads match up. The cartridge must be snug, but do not over tighten.

Slip Connector (old style)

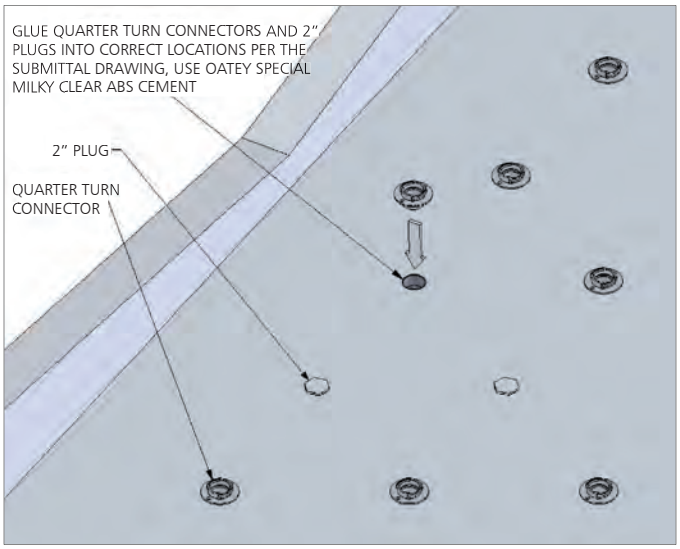
After the restrictor disc is installed, the slip connector is slid into the connector port. **The slip connector is NOT glued**. Position the cartridge over the center of the connector and slip into place.

¼ Turn Connector

Remove yellow cap plugs. Replace with a ¼ turn connector – or – PVC plugs. After the restrictor disc is inserted into the connector port, the ¼ turn connector is glued into the connector port. If the connector port is PVC, which would be white or dark grey in color, then use Oatey ABS to PVC Transition Cement to cement in ¼ turn connector. If connector port is ABS, which would be black in color, then use Oatey ABS Cement to cement in ¼ turn connector. The connector should be inserted completely so the bottom of the connector flange is flush with the finished floor. Once the connector is in place, center the cartridge over the connector until the cartridge drops down onto the connector and then turn cartridge clockwise approximately ¼ turn until cartridge is securely in place.

2" PVC Plug

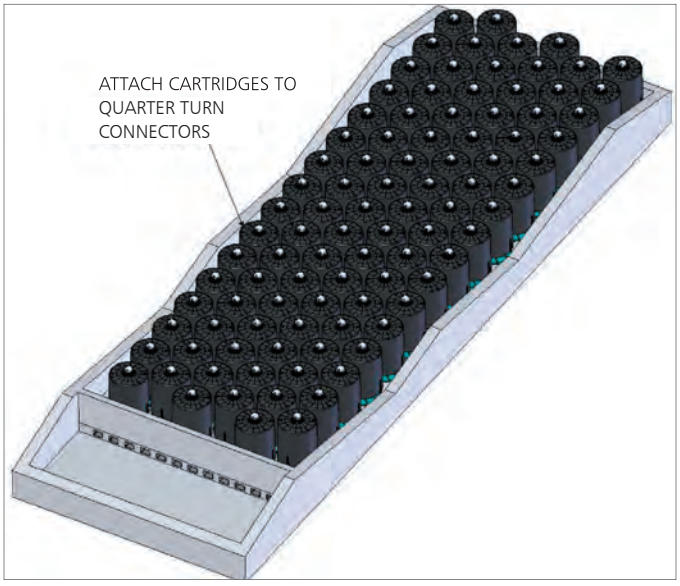
The 2" PVC Plugs are slid into any open connector ports after all cartridges have been installed. Do Not glue the plug. Each cartridge port must have a cartridge installed or be plugged for the system to operate correctly. Check the main and ventilator cap of each cartridge and tighten as necessary. Do not over tighten



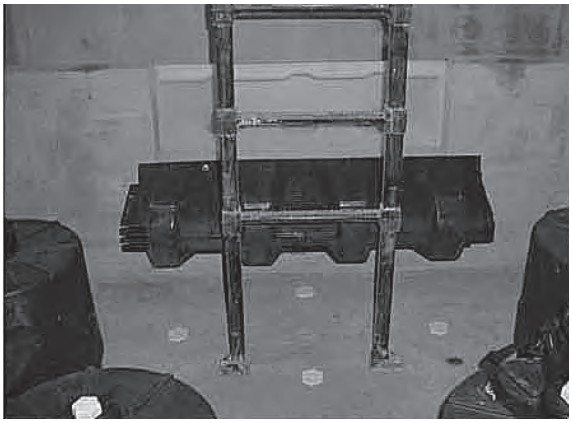
Filter Cartridge placement

1. **Filter Cartridges With CSF Media and Slip Connector Fittings:** Tape shall be cleanly and completely removed from manifold fitting openings. Spool pieces (slip fittings) shall be inserted without glue into all manifold fittings to be equipped with a filter cartridge. Filter cartridges shall be placed over the spool pieces to contact the vault floor. Plugs shall be inserted without glue in all manifold fittings not equipped with a filter cartridge.
2. **Filter Cartridges with Threaded Connector Fittings:** Tape shall be cleanly and completely removed from manifold fitting openings. Threaded connectors shall be glued and inserted into all manifold fittings to be equipped with a filter cartridge. Filter cartridges shall be threaded onto the connectors until they contact the vault floor. Plugs shall be inserted without glue in all manifold fittings not equipped with a filter cartridge.
3. **Filter Cartridges with ¼-Turn Connector Fittings:** Tape shall be cleanly and completely removed from manifold fitting openings. ¼-turn connects shall be glued and inserted into all manifold fittings to be equipped with a filter cartridge. Filter cartridges shall be turned onto the connector until they reach the hard stop on the connector – approximately ¼ revolution. Plugs shall be inserted without glue in all manifold fittings not equipped with a filter cartridge.

Refer to the approved submittals drawings for correct filter placement. If the drawings are not available, start from the outside walls and work your way in being careful each filter will fit into the opening. If there is a ladder to mount, make sure to leave room for the bottom mounting point. In some cases the bottom rung of the ladder will have to be removed to fit the filter. If you are not sure, please contact your CONTECH representative for assistance.



Installing the Ladder:



If a ladder is needed, it will be shipped to the jobsite with the vault. The length of the ladder is determined by the final drawing. Should the ladder need to be modified (shortened), please contact a CONTECH representative for instruction. If a longer ladder is needed, please contact CONTECH for a replacement.

The ladder comes complete with all mounting hardware.

4 – ½" x3" SS concrete anchors

2 – Top mounting brackets

2 – Support brackets (used for long ladders only)

Unscrew mounting clamp from the top bracket. Slide clamp over ladder rung and re-attach to bracket. Attach top mounting brackets using 2 - ½" SS concrete anchors as close to the top of the riser ring or vault top as possible.

Attach ladder legs to floor using 2 - ½" SS concrete anchors.

If you have any questions or concerns, please call our office toll free at 800-548-4667 to speak to a CONTECH Stormwater Solutions Inc representative

Pre-Construction Checklist — Cast-in-Place

CONTECH Primary Contact: _____

Phone: _____

Contractor Primary Contact: _____

Phone: _____

Project Site Address: _____

_____

_____

- ☐ Review site accessibility (double drop/low riding/spotting)
- ☐ Expected number of truckloads _____
- ☐ Expected number of installation days _____
- ☐ Flow Kit Installation _____
  - ☐ Flow Kit 2nd Pour
- ☐ Unloading units/parts
- ☐ Attached or detached endwalls and hardware _____
- ☐ Internal sealing required Y ☐ N ☐
  - ☐ Internal sealing material specifications
- ☐ Grouting materials and procedure
- ☐ Cartridge Installation
- ☐ Backfill procedures - in situ or imported fill _____
  - ☐ Even backfill lifts
  - ☐ 95% compaction
- ☐ Construction traffic loading
- ☐ Pipe and riser connection details
- ☐ Contractor labor expectations
- ☐ Safety considerations

Notes: _____

_____

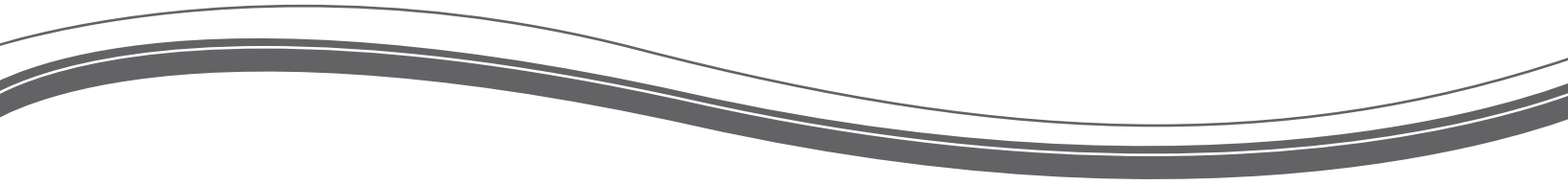
_____

_____

_____

_____

_____



CONTECH CONSTRUCTION PRODUCTS INC.

800.338.1122
contechstormwater.com

Support

- Drawings and specifications are available at contechstormwater.com.
- Site-specific design support is available from CONTECH Stormwater Design Engineers.

©2008 CONTECH Construction Products Inc.

CONTECH Construction Products Inc. provides site solutions for the civil engineering industry. CONTECH's portfolio includes bridges, drainage, sanitary sewer, stormwater and earth stabilization products. For information on other CONTECH division offerings, visit contech-cpi.com or call 800.338.1122

Nothing in this catalog should be construed as an expressed warranty or an implied warranty of merchantability or fitness for any particular purpose. See the CONTECH standard quotation or acknoweldgement for applicable warranties and other terms and conditions of sale.

SF-CIP 09/08

EXHIBIT J

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Downstream Services, Inc.)

STORMFILTER MAINTENANCE GUIDE

(ON THE FOLLOWING PAGES)

Agreement No. 32500236

CONTECH®
ENGINEERED SOLUTIONS

StormFilter Inspection and Maintenance Procedures



The Stormwater Management StormFilter®

Maintenance Guidelines

The primary purpose of the Stormwater Management StormFilter® is to filter and prevent pollutants from entering our waterways. Like any effective filtration system, periodically these pollutants must be removed to restore the StormFilter to its full efficiency and effectiveness.

Maintenance requirements and frequency are dependent on the pollutant load characteristics of each site. Maintenance activities may be required in the event of a chemical spill or due to excessive sediment loading from site erosion or extreme storms. It is a good practice to inspect the system after major storm events.

Maintenance Procedures

Although there are many effective maintenance options, we believe the following procedure to be efficient, using common equipment and existing maintenance protocols. The following two-step procedure is recommended::

1. **Inspection**
   - Inspection of the vault interior to determine the need for maintenance.
2. **Maintenance**
   - Cartridge replacement
   - Sediment removal

Inspection and Maintenance Timing

At least one scheduled inspection should take place per year with maintenance following as warranted.

First, an inspection should be done before the winter season. During the inspection the need for maintenance should be determined and, if disposal during maintenance will be required, samples of the accumulated sediments and media should be obtained.

Second, if warranted, a maintenance (replacement of the filter cartridges and removal of accumulated sediments) should be performed during periods of dry weather.



In addition to these two activities, it is important to check the condition of the StormFilter unit after major storms for potential damage caused by high flows and for high sediment accumulation that may be caused by localized erosion in the drainage area. It may be necessary to adjust the inspection/ maintenance schedule depending on the actual operating conditions encountered by the system. In general, inspection activities can be conducted at any time, and maintenance should occur, if warranted, during dryer months in late summer to early fall.

Maintenance Frequency

The primary factor for determining frequency of maintenance for the StormFilter is sediment loading.

A properly functioning system will remove solids from water by trapping particulates in the porous structure of the filter media inside the cartridges. The flow through the system will naturally decrease as more and more particulates are trapped. Eventually the flow through the cartridges will be low enough to require replacement. It may be possible to extend the usable span of the cartridges by removing sediment from upstream trapping devices on a routine as-needed basis, in order to prevent material from being re-suspended and discharged to the StormFilter treatment system.

The average maintenance lifecycle is approximately 1-5 years. Site conditions greatly influence maintenance requirements. StormFilter units located in areas with erosion or active construction may need to be inspected and maintained more often than those with fully stabilized surface conditions.

Regulatory requirements or a chemical spill can shift maintenance timing as well. The maintenance frequency may be adjusted as additional monitoring information becomes available during the inspection program. Areas that develop known problems should be inspected more frequently than areas that demonstrate no problems, particularly after major storms. Ultimately, inspection and maintenance activities should be scheduled based on the historic records and characteristics of an individual StormFilter system or site. It is recommended that the site owner develop a database to properly manage StormFilter inspection and maintenance programs..



Inspection Procedures

The primary goal of an inspection is to assess the condition of the cartridges relative to the level of visual sediment loading as it relates to decreased treatment capacity. It may be desirable to conduct this inspection during a storm to observe the relative flow through the filter cartridges. If the submerged cartridges are severely plugged, then typically large amounts of sediments will be present and very little flow will be discharged from the drainage pipes. If this is the case, then maintenance is warranted and the cartridges need to be replaced.

Warning: In the case of a spill, the worker should abort inspection activities until the proper guidance is obtained. Notify the local hazard control agency and Contech Engineered Solutions immediately.

To conduct an inspection:

Important: Inspection should be performed by a person who is familiar with the operation and configuration of the StormFilter treatment unit and the unit's role, relative to detention or retention facilities onsite.

1. If applicable, set up safety equipment to protect and notify surrounding vehicle and pedestrian traffic.
2. Visually inspect the external condition of the unit and take notes concerning defects/problems.
3. Open the access portals to the vault and allow the system vent.
4. Without entering the vault, visually inspect the inside of the unit, and note accumulations of liquids and solids.
5. Be sure to record the level of sediment build-up on the floor of the vault, in the forebay, and on top of the cartridges. If flow is occurring, note the flow of water per drainage pipe. Record all observations. Digital pictures are valuable for historical documentation.
6. Close and fasten the access portals.
7. Remove safety equipment.
8. If appropriate, make notes about the local drainage area relative to ongoing construction, erosion problems, or high loading of other materials to the system.
9. Discuss conditions that suggest maintenance and make decision as to whether or not maintenance is needed.

Maintenance Decision Tree

The need for maintenance is typically based on results of the inspection. The following Maintenance Decision Tree should be used as a general guide. (Other factors, such as Regulatory Requirements, may need to be considered).

Please note Stormwater Management StormFilter devices installed downstream of, or integrated within, a stormwater storage facility typically have different operational parameters (i.e. draindown time). In these cases, the inspector must understand the relationship between the retention/detention facility and the treatment system by evaluating site specific civil engineering plans, or contacting the engineer of record, and make adjustments to the below guidance as necessary. Sediment deposition depths and patterns within the StormFilter are likely to be quite different compared to systems without upstream storage and therefore shouldn't be used exclusively to evaluate a need for maintenance.

1. Sediment loading on the vault floor.
   a. If >4" of accumulated sediment, maintenance is required.
2. Sediment loading on top of the cartridge.
   a. If >1/4" of accumulation, maintenance is required.
3. Submerged cartridges.
   a. If >4" of static water above cartridge bottom for more than 24 hours after end of rain event, maintenance is required. (Catch basins have standing water in the cartridge bay.)
4. Plugged media.
   a. While not required in all cases, inspection of the media within the cartridge may provide valuable additional information.
   b. If pore space between media granules is absent, maintenance is required.
5. Bypass condition.
   a. If inspection is conducted during an average rain fall event and StormFilter remains in bypass condition (water over the internal outlet baffle wall or submerged cartridges), maintenance is required.
6. Hazardous material release.
   a. If hazardous material release (automotive fluids or other) is reported, maintenance is required.
7. Pronounced scum line.
   a. If pronounced scum line (say ≥ 1/4" thick) is present above top cap, maintenance is required.

Maintenance

Depending on the configuration of the particular system, maintenance personnel will be required to enter the vault to perform the maintenance.

Important: If vault entry is required, OSHA rules for confined space entry must be followed.

Filter cartridge replacement should occur during dry weather. It may be necessary to plug the filter inlet pipe if base flows is occurring.

Replacement cartridges can be delivered to the site or customers facility. Information concerning how to obtain the replacement cartridges is available from Contech Engineered Solutions.

Warning: In the case of a spill, the maintenance personnel should abort maintenance activities until the proper guidance is obtained. Notify the local hazard control agency and Contech Engineered Solutions immediately.

To conduct cartridge replacement and sediment removal maintenance:

1. If applicable, set up safety equipment to protect maintenance personnel and pedestrians from site hazards.
2. Visually inspect the external condition of the unit and take notes concerning defects/problems.
3. Open the doors (access portals) to the vault and allow the system to vent.
4. Without entering the vault, give the inside of the unit, including components, a general condition inspection.
5. Make notes about the external and internal condition of the vault. Give particular attention to recording the level of sediment build-up on the floor of the vault, in the forebay, and on top of the internal components.
6. Using appropriate equipment offload the replacement cartridges (up to 150 lbs. each) and set aside.
7. Remove used cartridges from the vault using one of the following methods:

Method 1:

A. This activity will require that maintenance personnel enter the vault to remove the cartridges from the under drain manifold and place them under the vault opening for lifting (removal). Disconnect each filter cartridge from the underdrain connector by rotating counterclockwise 1/4 of a turn. Roll the loose cartridge, on edge, to a convenient spot beneath the vault access.

   Using appropriate hoisting equipment, attach a cable from the boom, crane, or tripod to the loose cartridge. Contact Contech Engineered Solutions for suggested attachment devices.

B. Remove the used cartridges (up to 250 lbs. each) from the vault.



Important: Care must be used to avoid damaging the cartridges during removal and installation. The cost of repairing components damaged during maintenance will be the responsibility of the owner.

C. Set the used cartridge aside or load onto the hauling truck.

D. Continue steps a through c until all cartridges have been removed.

Method 2:

A. This activity will require that maintenance personnel enter the vault to remove the cartridges from the under drain manifold and place them under the vault opening for lifting (removal). Disconnect each filter cartridge from the underdrain connector by rotating counterclockwise 1/4 of a turn. Roll the loose cartridge, on edge, to a convenient spot beneath the vault access.

B. Unscrew the cartridge cap.

C. Remove the cartridge hood and float.

D. At location under structure access, tip the cartridge on its side.

E. Empty the cartridge onto the vault floor. Reassemble the empty cartridge.

F. Set the empty, used cartridge aside or load onto the hauling truck.

G. Continue steps a through e until all cartridges have been removed.

8. Remove accumulated sediment from the floor of the vault and from the forebay. This can most effectively be accomplished by use of a vacuum truck.
9. Once the sediments are removed, assess the condition of the vault and the condition of the connectors.
10. Using the vacuum truck boom, crane, or tripod, lower and install the new cartridges. Once again, take care not to damage connections.
11. Close and fasten the door.
12. Remove safety equipment.
13. Finally, dispose of the accumulated materials in accordance with applicable regulations. Make arrangements to return the used **empty** cartridges to Contech Engineered Solutions.

Material Disposal

The accumulated sediment found in stormwater treatment and conveyance systems must be handled and disposed of in accordance with regulatory protocols. It is possible for sediments to contain measurable concentrations of heavy metals and organic chemicals (such as pesticides and petroleum products). Areas with the greatest potential for high pollutant loading include industrial areas and heavily traveled roads.

Sediments and water must be disposed of in accordance with all applicable waste disposal regulations. When scheduling maintenance, consideration must be made for the disposal of solid and liquid wastes. This typically requires coordination with a local landfill for solid waste disposal. For liquid waste disposal a number of options are available including a municipal vacuum truck decant facility, local waste water treatment plant or on-site treatment and discharge.

Related Maintenance Activities - Performed on an as-needed basis

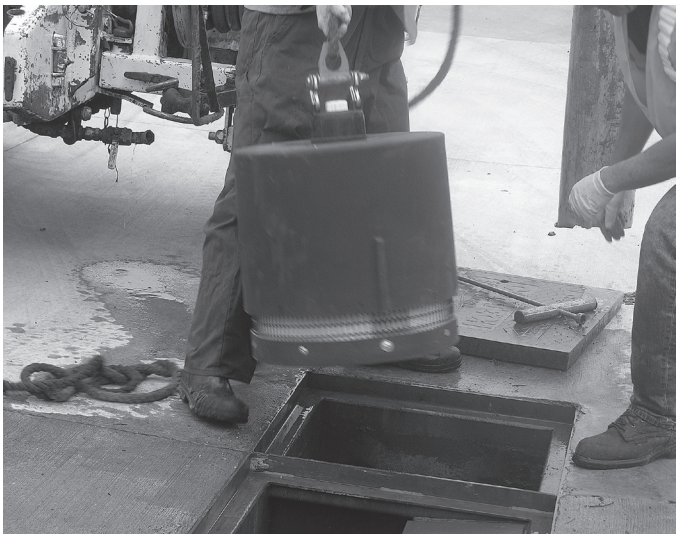
StormFilter units are often just one of many structures in a more comprehensive stormwater drainage and treatment system.

In order for maintenance of the StormFilter to be successful, it is imperative that all other components be properly maintained. The maintenance/repair of upstream facilities should be carried out prior to StormFilter maintenance activities.

In addition to considering upstream facilities, it is also important to correct any problems identified in the drainage area. Drainage area concerns may include: erosion problems, heavy oil loading, and discharges of inappropriate materials.







Inspection Report

Date: _____ Personnel: _____

Location: _____ System Size: _____ Months in Service: _____

System Type: Vault ☐ Cast-In-Place ☐ Linear Catch Basin ☐ Manhole ☐ Other: _____

Sediment Thickness in Forebay: _____ Date: _____

Sediment Depth on Vault Floor: _____

Sediment Depth on Cartridge Top(s): _____

Structural Damage: _____

Estimated Flow from Drainage Pipes (if available): _____

Cartridges Submerged: Yes ☐ No ☐ Depth of Standing Water: _____

StormFilter Maintenance Activities (check off if done and give description)

☐ Trash and Debris Removal: _____

☐ Minor Structural Repairs: _____

☐ Drainage Area Report _____

Excessive Oil Loading: Yes ☐ No ☐ Source: _____

Sediment Accumulation on Pavement: Yes ☐ No ☐ Source: _____

Erosion of Landscaped Areas: Yes ☐ No ☐ Source: _____

Items Needing Further Work: _____

Owners should contact the local public works department and inquire about how the department disposes of their street waste residuals.

Other Comments:

_____

_____

_____

_____

_____

_____

_____

_____

Review the condition reports from the previous inspection visits.

StormFilter Maintenance Report

Date: _____ Personnel: _____

Location: _____ System Size: _____

System Type: Vault ☐ Cast-In-Place ☐ Linear Catch Basin ☐ Manhole ☐ Other: _____

List Safety Procedures and Equipment Used: _____

_____

_____

System Observations

Months in Service: _____

Oil in Forebay (if present): Yes ☐ No ☐

Sediment Depth in Forebay (if present): _____

Sediment Depth on Vault Floor: _____

Sediment Depth on Cartridge Top(s): _____

Structural Damage: _____

Drainage Area Report

Excessive Oil Loading: Yes ☐ No ☐ Source: _____

Sediment Accumulation on Pavement: Yes ☐ No ☐ Source: _____

Erosion of Landscaped Areas: Yes ☐ No ☐ Source: _____

StormFilter Cartridge Replacement Maintenance Activities

Remove Trash and Debris: Yes ☐ No ☐ Details: _____

Replace Cartridges: Yes ☐ No ☐ Details: _____

Sediment Removed: Yes ☐ No ☐ Details: _____

Quantity of Sediment Removed (estimate?):

Minor Structural Repairs: Yes ☐ No ☐ Details: _____

Residuals (debris, sediment) Disposal Methods: _____

Notes:

_____

_____

_____

_____

_____

_____

_____

RECYCLED PAPER

CONTECH®
ENGINEERED SOLUTIONS

© 2020 CONTECH ENGINEERED SOLUTIONS LLC, A QUIKRETE COMPANY

800-338-1122

www.ContechES.com

All Rights Reserved. Printed in the USA.

Contech Engineered Solutions LLC provides site solutions for the civil engineering industry. Contech's portfolio includes bridges, drainage, sanitary sewer, stormwater and earth stabilization products. For information on other Contech division offerings, visit www.ContechES.com or call 800.338.1122.

Support

- Drawings and specifications are available at www.conteches.com.
- Site-specific design support is available from our engineers.

NOTHING IN THIS CATALOG SHOULD BE CONSTRUED AS A WARRANTY. APPLICATIONS SUGGESTED HEREIN ARE DESCRIBED ONLY TO HELP READERS MAKE THEIR OWN EVALUATIONS AND DECISIONS, AND ARE NEITHER GUARANTEES NOR WARRANTIES OF SUITABILITY FOR ANY APPLICATION. CONTECH MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, RELATED TO THE APPLICATIONS, MATERIALS, COATINGS, OR PRODUCTS DISCUSSED HEREIN. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY CONTECH. SEE CONTECH'S CONDITIONS OF SALE (AVAILABLE AT WWW.CONTECHES.COM/COS) FOR MORE INFORMATION.

EXHIBIT K

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Downstream Services, Inc.)

INDUSTRIAL WASTEWATER DISCHARGE PERMIT APPLICATION

(ON THE FOLLOWING PAGES)

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD TECHNICAL SERVICES PROGRAM SOURCE CONTROL

6001 PERKINS ROAD, OXNARD, CA 93033

INDUSTRIAL WASTEWATER DISCHARGE PERMIT APPLICATION

(INDUSTRIAL USER BASELINE MONITORING REPORT)

All businesses in the City of Oxnard are required to complete an industrial wastewater discharge permit application. Use current operating parameters. PLEASE ANSWER ALL QUESTIONS.

GENERAL INSTRUCTIONS

1. PLEASE COMPLETE THE ATTACHED FORM AND RETURN IT BY _____ TO THE FOLLOWING ADDRESS:

   CITY OF OXNARD
   TECHNICAL SERVICES PROGRAM
   SOURCE CONTROL
   6001 PERKINS ROAD
   OXNARD, CA 93033

2. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE TECHNICAL SERVICES PROGRAM - SOURCE CONTROL AT (805) 488-3517.

NOTE TO SIGNING OFFICIAL: In accordance with 40 CFR, Part 403, Section 403.12, information and data provided in this report which identifies the nature and frequency of your discharge shall be available to the public without restriction. Requests for confidential treatment of other information contained herein shall be governed by 40 CFR, Part 2. Should a discharge permit be required for your facility, information contained in this report will be used to issue the permit.

SECTION A ***GENERAL INFORMATION***

1. COMPANY NAME: _____
2. MAILING ADDRESS: _____
3. FACILITY ADDRESS: _____
4. FACILITY CONTACT (provide the name, title and telephone number of the designated person to contact if additional information is required):

f

_____

_____

5. ALTERNATE FACILITY CONTACT (provide the name, title and telephone number of the designated person to contact if the primary contact person is unavailable):

_____

_____

6. PROPERTY OWNER: _____
7. PRINCIPAL BUSINESS ACTIVITY CONDUCTED AT THIS FACILITY: _____

_____

8. CHECK ONE: EXISTING DISCHARGE PROPOSED DISCHARGE
9. DATE FACILITY COMMENCED/WILL COMMENCE OPERATION: _____

_____

SECTION B ***NATURE OF OPERATION***

1. PROVIDE A BRIEF DESCRIPTION OF THE MANUFACTURING, PRODUCTION OR SERVICE ACTIVITY(S) YOUR FIRM ENGAGES IN:

_____

2. LIST THE APPLICABLE STANDARD INDUSTRIAL CLASSIFICATION (SIC) NUMBER(S) FOR YOUR FACILITY:

_____

3. SUMMARIZE EACH PROCESS USED (attach additional sheet(s) if necessary):

PROCESS DESCRIPTION	PRODUCTION RATE	SOURCE CONTROL USE ONLY PRETREATMENT CATEGORY	SUBCATEGORY
a.			
b.			
c.			
d.			

4. LIST THE RAW MATERIALS AND PROCESS ADDITIVES USED (attach additional sheet(s) if necessary):

CHEMICAL OR TRADE NAME	MANUFACTURER	ANNUAL USAGE

5. LIST ALL CHEMICALS, OTHER THAN LISTED ABOVE (solvents, acids, caustics, boiler additives, cooling tower additives, industrial cleaners, lubricants, etc.) USED (attach additional sheet(s) if necessary):

CHEMICAL OR TRADE NAME	MANUFACTURER	ANNUAL USAGE

SECTION C ***PLANT OPERATIONAL CHARACTERISTICS***

1. PRINCIPAL PRODUCT PRODUCED: _____

2. PRODUCTION PROCESS IS (check one):

   BATCH - AVERAGE NUMBER OF BATCHES PER DAY _____

   CONTINUOUS - PRODUCTION RATE _____
   BOTH - % BATCH _____ % CONTINUOUS _____

3. IS PRODUCTION SUBJECT TO SEASONAL VARIATION? YES NO

   IF YES, PLEASE DESCRIBE: _____

4. NUMBER OF WORKDAYS PER WEEK: _____ NUMBER OF SHIFTS PER DAY: _____

   NUMBER OF EMPLOYEES PER SHIFT: _____

   HOURS OF OPERATIONS: _____ A.M. TO: _____ P.M. CONTINUOUS
   SHIFT START TIMES: 1ST _____ 2ND _____ 3RD _____

5. ANY PROCESS CHANGES OR EXPANSIONS PLANNED IN THE NEXT FIVE (5) YEARS?

   YES NO If yes, attach a separate sheet describing the nature of changes or expansions

SECTION D ***WATER CONSUMPTION AND LOSS***

1. RAW WATER SOURCE(S) (check applicable sources):

   CITY WATER PRIVATE CONTRACT

   COUNTY WATER SURFACE WATER

   PRIVATE WELL OTHER (explain): _____

   _____

2. WATER SERVICE COMPANY NAME AND ADDRESS: _____

   _____

3. WATER SERVICE ACCOUNT NUMBER(S): _____

4. LIST THE PAST TWELVE (12) MONTHS WATER USAGE (note where usage is estimated):

	DATE	USAGE		DATE	USAGE
a.	from _____ to _____	_____ HCF	g.	from _____ to _____	_____ HCF
b.	from _____ to _____	_____ HCF	h.	from _____ to _____	_____ HCF
c.	from _____ to _____	_____ HCF	i.	from _____ to _____	_____ HCF
d.	from _____ to _____	_____ HCF	j.	from _____ to _____	_____ HCF
e.	from _____ to _____	_____ HCF	k.	from _____ to _____	_____ HCF
f.	from _____ to _____	_____ HCF	l.	from _____ to _____	_____ HCF

5. IF A WATER SOURCE IS NOT METERED, PROVIDE AN ESTIMATE OF THE AMOUNT CONSUMED AT YOUR FACILITY: _____ gallons per day.

6. IF WATER AND/OR SEWER CHARGES ARE PAID BY SOMEONE OTHER THAN YOUR FACILITY, PROVIDE THE NAME, ADDRESS AND THE TELEPHONE NUMBER:

   _____

   _____

7. DESCRIBE ANY PRETREATMENT PROCESS(ES) FOR RAW WATER: _____

_____

8. TOTAL FACILITY WASTEWATER DISCHARGE IN GALLONS PER DAY: _____
AVERAGE _____ MAXIMUM _____

9. OTHER DISCHARGE OR WATER LOSS TO (provide the amount in gallons per day):

   a. STORM DRAIN OR GROUND _____

   b. EVAPORATION _____

   c. CONTAINED IN PRODUCT _____

   d. WASTE HAULERS _____

   e. IRRIGATION _____

10. PROVIDE THE NAME AND ADDRESS OF WASTE HAULER(S) IF USED: _____

_____

11. INDIVIDUAL PROCESS DISCHARGES IN GALLONS PER DAY (attach additional sheet(s) if necessary):

PROCESS	AVE. DAILY FLOW	MAX. DAILY FLOW	TYPE OF DISCHARGE (batch, cont., none)	Source Control Use Only (RUD)
_____	_____		_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Sanitary	_____	_____	_____	
Boiler Blowdown	_____	_____	_____	_____
Cooling Water	_____	_____	_____	
Other	_____	_____	_____	_____

12. DESCRIBE ANY WATER RECYCLING OR MATERIAL RECLAMATION ~~PROCESSES USED~~:

_____

_____

13. CHECK THE TYPE OF WASTEWATER PRETREATMENT, IF ANY, GIVEN WASTEWATER BEFORE DISCHARGE TO THE CITY OF OXNARD SEWER:

NO PRETREATMENT PROVIDED	PLATE OUT
CHEMICAL PRECIPITATION	CYANIDE DESTRUCT
ION EXCHANGE	NEUTRALIZATION
SETTLING/CLARIFICATION	AUTOMATIC TREATMENT SYSTEM
FILTER PRESS	SCREENING
FILTRATION-MEMBRANE	FLOW EQUALIZATION
FILTRATION-MEDIA	SILVER RECOVERY
BIOLOGICAL TREATMENT	SPILL CONTAINMENT
OTHER CHEMICAL TREATMENT	GREASE INTERCEPTOR (outside) – SIZE _____
OTHER: _____	GREASE TRAP (inside) - SIZE ____
_____	DOUBLE CONTAINMENT

14. INDICATE ALL CHEMICALS, IF ANY, WHICH ARE USED FOR SEDIMENTATION, pH ADJUSTMENT, FILTRATION, ETC. (attach additional sheet(s) if necessary):

_____

_____

15. IF pH ADJUSTMENT IS CHECKED, INDICATE THE METHOD EMPLOYED AND THE pH MONITORING INSTRUMENTATION USED (attach additional sheet(s) if necessary):

_____

_____

16. DESCRIBE THE DESIGN CAPACITY, PHYSICAL SIZE, LOADING RATE AND GENERAL LOCATION OF EACH PRETREATMENT DEVICE OR SYSTEM CHECKED ABOVE (attach additional sheet(s) if necessary):

_____

17. ARE ANY STORAGE TANKS FOR WASTE OR RAW MATERIALS DIRECTLY CONNECTED TO YOUR PRETREATMENT SYSTEM? IF YES, PLEASE EXPLAIN (attach additional sheet(s) if necessary):

_____

18. LIST ANY OF THE WASTEWATER GENERATING ACTIVITIES/PROCESSES NOT ROUTED THROUGH YOUR PRETREATMENT SYSTEM:

_____

19. IF THE PRETREATMENT SYSTEM IS LOCATED UNDERGROUND, DO YOU HAVE ANY LEAKAGE MONITORING EQUIPMENT OR PROCEDURES? IF YES, PLEASE EXPLAIN (attach additional sheet(s) if necessary):

---

20. FUTURE WASTEWATER PRETREATMENT IMPROVEMENTS - DESCRIBE AND INCLUDE A TIMETABLE FOR ANY CHANGES IN TREATMENT OR DISPOSAL METHOD PLANNED OR UNDER CONSTRUCTION FOR WASTEWATER GENERATED BY THIS FACILITY (attach additional sheet(s) if necessary):

---

21. PROVIDE ON SEPARATE SHEETS THE FOLLOWING DRAWINGS:

    a. A DRAWING SHOWING THE PHYSICAL LOCATION OF THE BUILDING(S) AND SEWER LINE(S) WITH RESPECT TO PROPERTY LINES, ROADS, ALLEYS, DITCHES, AND ANY OTHER OUTSTANDING TOPOGRAPHICAL FEATURES. CLEARLY SHOW THE LOCATION OF THE FOLLOWING FACILITY FEATURES (use of plans is suitable):

        INDUSTRIAL PROCESS AREA (show the location of all wastewater generation activities)

        ALL BUILDING SEWER LINES, TRENCHES OR OTHER WASTEWATER CONVEYANCE

        PRETREATMENT SYSTEMS/DEVICES

        STORM DRAINS

        WATER METERS

        INDUSTRIAL WASTEWATER SAMPLING LOCATIONS

        CHEMICAL STORAGE/HANDLING AREAS

        HAZARDOUS WASTE STORAGE/HANDLING AREAS

    b. A SCHEMATIC DRAWING OR FLOW CHART OF EACH PROCESS THAT GENERATES WASTEWATER. FOR EACH ACTIVITY, SHOW THE FLOW OF MATERIALS AND WATER FROM START TO FINAL DISCHARGE (see example).

        EXAMPLE: Photo Developing

    c. A SCHEMATIC DRAWING OF ANY WASTEWATER PRETREATMENT DEVICES CHECKED IN D-13.

DRAWING OR PLANS MUST BE NEAT, LEGIBLE, AND CLEARLY LABELED. IF ANY OF THE REQUIRED FEATURES ARE NOT INCLUDED, PROVIDE AN EXPLANATION.

SECTION E ***NATURE AND CONCENTRATION OF POLLUTANTS***

1. INDICATE WHETHER ANY OF THE FOLLOWING SUBSTANCES ARE OR CAN BE PRESENT AT THIS FACILITY, CHECK COLUMN "A" IF IT COMES INTO CONTACT WITH WATER OR MAY BE PRESENT IN THE WASTEWATER. CHECK COLUMN "B" IF IT IS PRESENT ON SITE BUT IN A LOCATION OR PROCESS WHERE NO ENTRY TO THE WASTEWATER SHOULD OCCUR. INDICATE WITH A CHECK MARK:

a. PRIMARY POLLUTANTS

A	B		A	B	
___	___	acenaphthene	___	___	hexachlorocyclopentadiene
___	___	acrolein	___	___	isophorone
___	___	acrylonitrile	___	___	naphthalene
___	___	benzene	___	___	nitrobenzene
___	___	benzidine	___	___	2-nitrophenol
___	___	carbon tetrachloride	___	___	4-nitrophenol
___	___	chlorobenzene	___	___	2,4-dinitrophenol
___	___	1,2,4-trichlorobenzene	___	___	4,6-dinitro-o-cresol
___	___	hexachlorobenzene	___	___	N-nitrosodimethylamine
___	___	1,2-dichloroethane	___	___	N-nitrosodiphenylamine
___	___	1,1,1-trichloroethane (TCA)	___	___	N-nitrosodi-n-propylamine
___	___	hexachloroethane	___	___	pentachlorophenol
___	___	1,1-dichloroethane	___	___	phenol
___	___	1,1,2-trichloroethane	___	___	bis (2-ethylhexyl) phthalate
___	___	1,1,2,2-tetrachloroethane	___	___	butyl benzyl phthalate
___	___	chloroethane	___	___	di-n-butyl phthalate
___	___	bis (2-chloroethyl) ether	___	___	di-n-octyl phthalate
___	___	2-chloroethyl vinyl ether	___	___	diethyl phthalate
___	___	2-chloronaphthalene	___	___	dimethyl phthalate
___	___	2,4,6-trichlorophenol	___	___	benzo (a) anthracene
___	___	parachlorometacresol	___	___	benzo (a) pyrene
___	___	chloroform	___	___	3,4-denzofluoranthene
___	___	2-chlorophenol	___	___	benzo (k) fluoranthene
___	___	1,2-dichlorobenzene	___	___	chrysene
___	___	1,3-dichlorobenzene	___	___	acenaphthylene
___	___	1,4-dichlorobenzene	___	___	anthracene
___	___	3,3-dichlorobenzidine	___	___	benzo (ghi) perylene
___	___	1,1-dichloroethylene	___	___	fluorene
___	___	1,2-trans-dichloroethylene	___	___	phenanthrene
___	___	2,4-dichlorophenol	___	___	dibenzo (a,h) anthracene
___	___	1,2-dichloropropane	___	___	indeno (1,2,3-cd) pyrene
___	___	1,3-dichloropropylene	___	___	pyrene
___	___	2,4-dinitrotoluene	___	___	tetrachloroethylene (PCE)
___	___	2,6-dinitrotoluene	___	___	toluene
___	___	1,2-diphenylhydrazine	___	___	trichloroethylene (TCE)
___	___	ethylbenzene	___	___	vinyl chloride
___	___	fluoranthene	___	___	aldrin
___	___	4-chlorophenyl phenyl ether	___	___	dieldrin
___	___	4-bromophenyl phenyl ether	___	___	chlordance
___	___	bis (2-chloroisopropyl) ether	___	___	4,4'-DDT
___	___	bis (2-chloroethoxy)methane	___	___	4,4'-DDE (p,p' DDX)
___	___	methylene chloride	___	___	4,4'-DDD (p,p' TDE)
___	___	Methyl chloride	___	___	Alpha-endosulfan
___	___	methyl bromide	___	___	Beta-endosulfan
___	___	bromoform	___	___	endosulfan sulfate
___	___	dichlorobromomethane	___	___	endrin
___	___	chlorodibromomethane	___	___	endrin aldehyde
___	___	hexachlorobutadiene	___	___	heptachlor
___	___	2,4-dimethylphenol	___	___	heptachlor epoxid

A	B	
___	___	Alpha-BHC
___	___	Beta-BHC
___	___	Gamma-BHC(lindane)
___	___	Delta-BHC
___	___	PCB-1242 (Aroclor 1242)
___	___	PCB-1254 (Aroclor 1254)
___	___	PCB-1221 (Aroclor 1221)
___	___	PCB-1232 (Aroclor 1232)
___	___	PCB-1248 (Aroclor 1248)
___	___	PCB-1260 (Aroclor 1260)
___	___	PCB-1016 (Aroclor 1016)
___	___	2,3,7,8-tetrachlorodibenzo-p-dioxin
___	___	Toxaphene
___	___	Antimony (Total)

A	B	
___	___	Arsenic (Total)
___	___	Asbestos (Fibrous)
___	___	Beryllium (Total)
___	___	Cadmium (Total)
___	___	Chromium (Total)
___	___	Copper (Total)
___	___	Cyanide (Total)
___	___	Lead (Total)
___	___	Mercury (Total)
___	___	Selenium (Total)
___	___	Silver (Total)
___	___	Thallium (Total)
___	___	Zinc (Total)

b. OTHER POLLUTANTS

A	B	
___	___	Boron
___	___	Calcium
___	___	Chloride
___	___	Cobalt
___	___	Oil and Grease (Animal/ Vegetable)
___	___	Oil and Grease (Mineral)
___	___	High pH
___	___	High Temp

A	B	
___	___	Low pH
___	___	Magnesium
___	___	Silicates
___	___	Solvents*
___	___	Sulfate
___	___	Sulfide
___	___	Surfactants

*IDENTIFY THE CHEMICAL COMPOUNDS OF EACH SOLVENT:_____

_____

_____

_____

_____

_____

_____

2. POLLUTANT CONCENTRATION MEASUREMENT

AN INDUSTRIAL USER MUST PERFORM SAMPLING AND ANALYSIS OF THE WASTEWATER FROM EACH REGULATED PROCESS, AFTER PRETREATMENT IF APPLICABLE, AT THE END OF PROCESS DISCHARGE, BEFORE MIXING WITH OTHER WASTESTREAMS. IF SAMPLING OF THE REGULATED WASTESTREAM(S) BEFORE MIXING WITH OTHER WASTESTREAMS IS NOT FEASIBLE, THE TOTAL FACILITY WASTESTREAM MAY BE SAMPLED AND ANALYZED, AND EQUIVALENT CONCENTRATIONS AND LIMITS CALCULATED USING ANALYSIS RESULTS AND FLOW DATA FROM D-11. PROVIDE THE ANALYTICAL DATA FOR EACH SAMPLE POINT IN THE SPACES BELOW. ONLY THOSE POLLUTANTS SPECIFICALLY REGULATED BY THE APPLICABLE PRETREATMENT CATEGORY NEED BE REPORTED (attach additional sheet(s) as necessary):

REGULATED PROCESS: _____

SAMPLE LOCATION: _____

DATE SAMPLE TAKEN: _____

SAMPLE TYPE: _____

NUMBER OF SAMPLES AND FREQUENCY COLLECTED: _____

ANALYTICAL METHODS USED: _____

				SOURCE CONTROL USE ONLY				
POLLUTANT	UNITS	AVE. CONC.	MAX. CONC.	AMAC	AMMC	AEC	MEC	PERMIT LIMIT
SILVER (Ag)	mg/l							
CADMIUM (Cd)	"							
CYANIDE (Total)	"							
CYANIDE (amenable)	"							
CHROMIUM (Cr)	"							
COPPER (Cu)	"							
NICKEL (Ni)	"							
LEAD (Pb)	"							
ZINC (Zn)	"							
TOTAL METALS (TM)	"							
PH	---							
TTO	mg/l							

SECTION F ***OTHER WASTE DISPOSAL***

1. DOES THE FACILITY GENERATE ANY HAZARDOUS WASTES SUCH AS SPENT SOLVENTS, PRETREATMENT SLUDGES, SPENT PROCESS SOLUTIONS OR OTHER?

   YES NO IF YES, DESCRIBE THE NATURE OF, AND THE DISPOSAL METHODS FOR THESE WASTES: _____

   _____

2. ENVIRONMENTAL CONTROL PERMITS - LIST ALL ENVIRONMENTAL CONTROL PERMITS HELD BY OR FOR THE FACILITY:

TITLE OF PERMIT	PERMIT NO.	ISSUING AGENCY	EXPIRATION DATE

3. HAS THE FACILITY DEVELOPED A PLAN TO PREVENT AND CONTROL SPILLS?

   YES NO

SECTION G ***COMPLIANCE CERTIFICATION***

1. IS THE FACILITY MEETING APPLICABLE CATEGORICAL PRETREATMENT STANDARDS ON A CONSISTENT BASIS?

   YES NO NOT KNOWN

2. IF NO, DO YOU REQUIRE:

   ADDITIONAL OPERATIONS AND MAINTENANCE TO ACHIEVE COMPLIANCE?

   NEW OR ADDITIONAL PRETREATMENT FACILITIES TO ACHIEVE COMPLIANCE?

   BOTH OF THE ABOVE?

3. a. IF ADDITIONAL OPERATIONS AND MAINTENANCE, OR NEW OR ADDITIONAL PRETREATMENT FACILITIES WILL BE REQUIRED TO MEET CATEGORICAL PRETREATMENT STANDARDS ON A CONSISTENT BASIS, PROVIDE ON A SEPARATE SHEET A SCHEDULE LISTING THE SHORTEST INCREMENTS OF PROGRESS TOWARDS COMPLETION OF EVENTS LEADING TO COMPLIANCE WITH CATEGORICAL STANDARDS. INDICATE THE DATES FOR COMMENCEMENT AND COMPLETION OF MAJOR EVENTS.

   b. A PROGRESS REPORT SHALL BE SUBMITTED TO THE SOURCE CONTROL PROGRAM WITHIN 14 DAYS OF THE COMPLETION OF EACH MAJOR EVENT.

NOTE: THIS IS TO BE SIGNED BY AN AUTHORIZED OFFICIAL OF YOUR FIRM AFTER COMPLETION OF THIS FORM AND REVIEW OF THE INFORMATION BY THE SIGNING OFFICIAL.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to be best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Date _____

Signature of Official _____

Title _____

EXHIBIT L

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Downstream Services, Inc.)

OXNARD GIS DATE USE AGREEMENT

(ON THE FOLLOWING PAGES)

Oxnard GIS - Data Use Agreement

On behalf of _____, I agree that the electronic data provided by the City of Oxnard ("the City") will be used only for the tasks related to the _____ project, and _____ will not sell, share, give away or otherwise disclose such data to any other entity or person without the prior written consent of the City.

I acknowledge that the data provided by the City was created by the City's Geographic Information Systems Division solely for the convenience of the City and its related public entities and that the City does not warrant the accuracy of the data. On behalf of _____, I agree that no decision involving a risk of economic loss or physical injury will be made in reliance on the data provided by the City.

I acknowledge that City of Oxnard utility infrastructure data is considered confidential pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255. I agree that I will obtain written consent from the City before any maps, figures, or data layers are made available to the general public.

Dated:_____

Requesting Organization

_____

Project Manager

Will data be available to the public?

- ☐ No
- ☐ Yes (Please describe on following page)

City of Oxnard

_____

Project Manager

_____

Utility Manager

(Required if shared with public)

If data will be shared with the public in any way, please fill out the following sections.

1. Data Type (Check all that apply):

- ☐ Water Utility Infrastructure
- ☐ Sewer Utility Infrastructure
- ☐ Stormwater Utility Infrastructure
- ☐ Other

If other, please provide description:

2. Format of Public Data (Check all that apply):

- ☐ Spatial Data Layer (GIS, KML, KMZ, Feature Service)
- ☐ Detailed Map or Figure
- ☐ Other

If Other, please provide a description:

3. Project Spatial Extent:

4. Project Description:

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.9

DATE: January 7, 2025

TO: City Council

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

SUBJECT: Trade Services Agreement with Commodity Trucking Acquisition LLC dba Tri-County Transportation for Backfill and Resurfacing Material Sales, Delivery and Haul Away Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Commodity Trucking Acquisition LLC dba Tri-County Transportation (Agreement No. 32500292) for an initial term of one year from January 8, 2025, through January 7, 2026, with the option to extend for four consecutive one-year periods ending January 7, 2030, for a total contract amount not to exceed $1,000,000 for backfill and resurfacing material sales, delivery and haul away services.

(Public Works and Transportation Committee approved 3-0 on December 10, 2024.)

BACKGROUND

The City of Oxnard's Water Division is responsible for the transmission and distribution of potable and recycled water to City customers. Over 20 million gallons per day of safe and reliable water is delivered to customers. The City's water system includes: ten water wells, five connections from the United Water Conservation District's Oxnard-Hueneme Pipeline system, one connection from the Calleguas Municipal Water District's water system, one desalter facility, six blending stations, and over 500 miles of transmission and distribution pipelines.

The City's 500 miles of transmission and distribution pipelines periodically require infrastructure repairs to fix water main breaks, service leaks and maintenance services. The ability to order backfill, resurfacing materials and haul-away services are critical to restore the road surfaces back to their original state after water infrastructure repairs. Some examples of backfill and resurfacing materials are rock, blended fill sand, class II base, and asphalt cold patch. Some examples of haul-away services include the transportation of materials such as concrete, concrete mixed with reinforcement, asphalt, asphalt and petromat, and clay to a certified landfill.

DISCUSSION

On September 30, 2024, the Purchasing Division on behalf of the Water Division published Request for Bid (RFB) PW 24-108 for Backfill and Resurfacing Material Sales, Delivery and Haul Away Services. Several potential vendors were directly notified of the RFB as well as being published on www.PublicPurchase.com and the City's Purchasing website. Bid submissions were due by October 14, 2024, with only one submission received from Commodity Trucking Acquisition LLC dba Tri-County Transportation (Tri-County).

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

The City has a current purchase order with Tri-County, with a not-to-exceed value of $270,000 over three years, for

delivery and haul-away services for backfill and resurfacing materials which is set to expire on December 31, 2024. Tri-County has been providing these services since September 2021 and has proven to be a reliable vendor.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of this Agreement with Commodity Trucking Acquisition LLC dba Tri-County Transportation shall not exceed $1,000,000 through January 7, 2030, if extended all years. The funding for this fiscal year is included in the Adopted Year 2024-25 Budget from the Water Operating Fund (601). Subsequent fiscal year allocations will be requested during the annual budget process.

Estimated Spending Plan for

Commodity Trucking Acquisition LLC dbaTri-County Transportation

Account Number	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
6013600-53200	$100,000	$200,000	$200,000	$200,000	$200,000	$100,000	$1,000,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 10, 2024 to approve the staff recommendation and to forward the item for Council approval. Updates have been made to the agreement since the Committee date to reflect updated signature blocks for the Mayor and City Clerk.

Prepared by: Timothy Beaman, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500292

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND
COMMODITY TRUCKING ACQUISITION, LLC
DBA TRI-COUNTY TRANSPORTATION

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Commodity Trucking Acquisition, LLC dba Tri-County Transportation ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. This Agreement is to provide backfill and resurfacing material sales, delivery and haul away

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Commodity Trucking Acquisition, LLC dba Tri-County Transportation ("SERVICE PROVIDER"), a LLC of the State of California, located at 555 Sandy Circle, Oxnard, California 93036

3. TERM OF AGREEMENT: From (Date): January 8, 2025 To (Date): January 7, 2026

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $1,000,000.

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-I
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Chris Peyton	Name: Mike Marietta
Title: 251 South Hayes Ave.	Title: Purchasing Officer
Phone: 805-385-8111	Phone: 805-432-2092
Email: chris.peyton@oxnard.org	Email: mmarietta@dispatchtrans.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **pwinvoices@oxnard.org**.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of

this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this

Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE

PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers,

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

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

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and

representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. **Use of Prevailing Wages vs. Living Wages.** In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F**.**

29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents

requested by CITY. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

33. ADVERTISING AND PUBLICITY

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

34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached

and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☐Luis Mc Arthur, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

COMMODITY TRUCKING ACQUISITION, LLC DBA TRI-COUNTY TRANSPORTATION

Mike Marietta, Date
Purchasing Agent/Manager

Jeff Gillespie, Date
General Manager[3]

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] 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 A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Commodity Trucking Acquisition, LLC
dba Tri-County Transportation)

SCOPE OF SERVICES

CITY PROJECT MANAGER FOR THIS AGREEMENT: Joe Camacho / 805-385-8131 / joe.camacho@oxnard.org

Service Provider shall provide Haul Away Services and Backfill and Resurfacing Materials. Service Provider shall haul away concrete, asphalt, cold mix, and dirt. There may be occasions that the materials being hauled away could be separated or mixed together. Deliveries and hauling away of material will be at the City of Oxnard Water Division located at 251 S. Hayes Avenue, Oxnard, California 93030. Some emergencies may require on-site job delivery locations such as on roads and sidewalks within the City of Oxnard. Material orders will consist of 12-ton minimums. Service Provider must have access to Class A dump trucks capable of hauling 12 tons or more. Water Division staff will have machinery available to load the materials onto the dump truck.

EXHIBIT B
TRADE SERVICE AGREEMENT
(CITY of Oxnard and Commodity Trucking Acquisition LLC dba Tri-County Transportation)

SCHEDULE OF COMPENSATION

Rates for Haul Away Services					
Item	Material Type	Unit Type	Price Per Unit (including Fuel Surcharge & Delivery Charge)	***Other Fees** (MUST LIST BELOW)	Total
1	Clean Concrete (30” minus)	Per Hour	$145.00	$Dump Fees	$145.00
2	Reinforced Concrete (30" minus)	Per Hour	$145.00	$	$145.00
3	Oversized Concrete	Per Hour	$145.00	$	$145.00
4	Concrete with Wire	Per Hour	$145.00	$	$145.00
5	Clean Asphalt	Per Hour	$145.00	$	$145.00
6	Asphalt with Petromat	Per Hour	$145.00	$	$145.00
7	Concrete & AC Mixed (Clean)	Per Hour	$145.00	$	$145.00
8	Rocky/Sandy Dirt	Per Hour	$145.00	$	$145.00
9	Silty Dirt	Per Hour	$145.00	$	$145.00
10	Clayey Dirt	Per Hour	$145.00	$	$145.00
11	Dirt mixed with AC (asphalt concrete) or PCC (plain cement concrete)	Per Hour	$145.00	$	$145.00
12	Dirt Rock AC (asphalt concrete) and PCC (plain cement concrete)	Per Hour	$145.00	$	$145.00
13	Dirt Mixed with Brick	Per Hour	$145.00	$Dump Fees	$145.00
***List Other Fees:**					
Dump fees are unknown, dump fees will vary depending on the type of material hauled.					

Rates for Backfill & Resurfacing Materials						
Item	Description	Unit Type	Price per Ton	Delivery Charge	***Other Fees** (MUST LIST BELOW)	Total
1	Asphalt Cold Mix	Per Ton	$162.50	$13.80	$0.00	$176.30
2	Blended Fill Sand (SRM100 or equal)	Per Ton	$17.75	$14.62	$0.00	$32.37
3	Concrete Mix 50/50	Per Ton	$29.50	$14.62	$0.00	$44.12
4	Certified Class II Base	Per Ton	$20.00	$12.60	$0.00	$32.60
5	¾” Rock	Per Ton	$36.00	$14.62	$0.00	$50.62
6	1” Rock	Per Ton	$36.00	$14.62	$0.00	$50.62
	***List Other Fees:**					

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Commodity Trucking Acquisition, LLC dba Tri-County Transportation)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-I

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

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

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

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

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

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

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

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

11/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPL

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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 _____

Rev. 11/24 INS-I.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: (____) _____

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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 _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Commodity Trucking Acquisition LLC Dba Tri-County Transportation)

LIVING WAGE POLICY

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

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $19.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Commodity Trucking Acquisition LLC dba Tri-County Transport)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors

shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is 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 currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages,

compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

EXHIBIT F

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Commodity Trucking Acquisition LLC dba Tri-County Transport)

IRAN CONTRACTING ACT CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
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 an Agreement is signed or 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/entityidentified 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 engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

_____ _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged 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): Federal ID Number (or n/a):

_____ _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.10

DATE: January 7, 2025

TO: City Council

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

SUBJECT: Public Project Agreement 32500341 with Jaynes Brothers Construction, Inc. for the Wilson Park Playground Equipment Replacement Project (Rebid) Specification No. PW 20-53R.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $305,119.11 in Project funds for the Wilson Park Playground Equipment Replacement Project (Rebid) Specification No. PW 20-53R;
2. The Mayor to Execute an Agreement with Jaynes Brothers Construction, Inc. in the amount of $254,267.11 and a Project contingency amount of $25,426 (~10%) for a total not to exceed value of $279,693.11 for the Project; and
3. A Project allocation amount of $25,426 (~10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

BACKGROUND

The existing playground equipment at Wilson Park has reached the end of its useful life and is in need of replacement. The work under this Agreement includes demolition and disposal of existing playground equipment, concrete supports, curbs, and playground surfaces, and the installation of new pre-purchased playground and adult fitness equipment with new concrete supports, signage, new site furnishings, resilient surfaces and all other associated work.

The new playground and adult fitness equipment and resilient playground surfacing will provide increased ADA accessibility and enhance safety for children and adults in the community.

Capital Improvement Program (CIP) Reference:

Project No. **C2239** – Playground Replacement - CIP 2025-2029 - Adopted June 4, 2024 – Page 81.

DISCUSSION

The work is tentatively scheduled to begin in early 2025 and be completed within 90 working days absent any delays due to supply chain issues, unforeseen site conditions or weather. Staff will work closely with the Wilson Neighborhood Council to keep them informed of the schedule and will also work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to the public as well.

This Project was originally bid out in June 2022 however all bids were rejected to allow for a revision to the scope of work and to adjust funding needs. The Notice Inviting Formal Bids (NIFB) for the rebid Project was published on

October 31, 2024, both online and in the local newspaper. Additionally, the NIFB was posted on multiple online platforms, including the City's website, and distributed directly to potential contractors. All bids were due and opened on December 4, 2024. The City received the following bids however the bid from Pacific Tide Construction was determined to be non-responsive, for not meeting bid requirements, and was rejected.

Pacific Tide Construction: $245,255.38
Jaynes Brothers Construction, Inc.: $254,267.11
R.E. Schultz Construction, Inc.: $318,845.00

The lowest bidder is Jaynes Brothers Construction, Inc. and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Jaynes Brothers Construction, Inc. and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to Jaynes Brothers Construction, Inc.

In addition to the project award amount of $254,627.11, staff recommends authorizing $50,852 for the project, which includes $25,426 for project contingency (10% of the contract costs) and $25,426 for the cost of engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to $305,119.11.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The total cost for this Project shall not exceed $305,119.11 which includes the construction agreement, contingency and project allocation. The Citywide Playground Replacements Project (C2239), which includes Wilson Park, is funded by the American Rescue Plan Act (ARPA) Fund (204) and the General Fund (101) with a project budget allocation of approximately $3.99M available in FY 2024-25 in the Capital Outlay Fund (301). In addition to the ARPA and General Funds available, the Wilson and Pleasant Valley Park Project (C2019) currently has a budget of $108,297 of available Community Block Development Grant funds that is recommended to be used towards the cost of the playground replacement.

The Playground Replacement Project (C2239) has several locations with active construction contract awards. Attached is a summary of those locations, including allocated funding amounts.

The ongoing maintenance cost for this new playground will have no new impacts to the Parks Division's Operating budget, in comparison to the annual operating costs for the previous playground.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32500341 Jaynes Brothers Wilson Park PW 20-53R
2. C2239_Playgroud Replacement_Budget Tracking

CONSTRUCTION CONTRACT FOR WILSON PARK PLAYGROUND EQUIPMENT REPLACEMENT PROJECT (REBID) SPECIFICATION NO. PW 20-53R BY AND BETWEEN THE CITY OF OXNARD AND JAYNES BROTHERS CONSTRUCTION, INC.

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and JAYNES BROTHERS CONSTRUCTION, INC. ("Contractor"). Contractor's license number is 896407. The City and Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City requires construction of the WILSON PARK PLAYGROUND EQUIPMENT REPLACEMENT PROJECT (REBID) as more fully described in the bid package issued by the City for SPECIFICATION NO. PW 20-53R (the "Project"); and

WHEREAS, on October 31, 2024, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, at its meeting held on _____, the Oxnard City Council duly accepted Contractor's Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:

1. Contract and its attached Exhibits, subject to the limitations in Sections 10 (“Prevailing Wage”) and 24 (“Ambiguities”) with respect to Exhibit “A” (Contractor’s submitted Bid Proposal as accepted by the City);
2. Change Orders issued and approved by the City;
3. Bid Addenda issued by the City;
4. Notice Inviting Bids and Instructions to Bidders;
5. Special Provisions
6. General Provisions
7. Appendices
8. Bid Forms and attachments thereto (excluding documents submitted by the Bidder that were not requested in the bid package, i.e. specs/drawings);
9. Performance Bond;
10. Payment Bond.

3. CONTRACTOR’S OBLIGATIONS

A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the “Project Manager”).

B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor’s expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.

D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner’s Representative, the Contractor shall, at the Contractor’s sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the

Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

A. The Contractor shall possess a valid Class A Contractor's license issued by California State Contractors License Board.

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

C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.

D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT AND RETENTION

A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor TWO HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED SIXTY SEVEN DOLLARS AND ELEVEN CENTS ($254,267.11), (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.

B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of ninety (90) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.

B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion

within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.

1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).

B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars ($375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.

1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).

C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:

1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any

mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.

4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.

B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

C. Upon such termination, the Contractor will be paid without duplication for:

1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:

1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
4. fails to prosecute the Work according to the schedule approved by the Engineer,
5. disregards laws or regulations of any public body having jurisdiction, or
6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:

1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;

C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for

holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: http://www.dir.ca.gov/DLSR/PWD. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.

B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 10.

C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct; and

   b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.

F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.

G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:

1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars ($200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars ($25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of two hundred and fifty dollars ($250) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 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 on this Contract."

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-G attached as Exhibit B to this Contract.

15. FEDERAL GRANT CONTRACT PROVISIONS

Contractor acknowledges that the Project is being funded in full or in part with Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) by the Treasury Department under the American Rescue Plan Act (ARPA) and further acknowledges and agrees to the provisions in the "**Federal Grant Contract Addendum**" attached to this Contract as **Exhibit "E**" and incorporated by reference as if fully set forth herein. The "**Master Grant Agreement**" is attached to the Contract as **Exhibit "F"** and incorporated by reference as if fully set forth herein.

A. **ACCESS TO RECORDS**. (1) The Contractor agrees to provide the City of Oxnard, ARPA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the ARPA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. (4) In compliance with the Disaster Recovery Act of 2018, the City of Oxnard and the Contractor acknowledge and agree that no language in this Contract is

intended to prohibit audits or internal reviews by the ARPA Administrator or the Comptroller General of the United States.

B. **SEAL, LOGO AND FLAGS**. The Contractor shall not use the DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific ARPA pre-approval.

C. **COMPLIANCE WITH FEDERAL LAW REGULATIONS, AND EXECUTIVE ORDERS**. This is an acknowledgement that ARPA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal laws, regulations, executive orders, and ARPA policies, procedures, and directives.

D. **NO OBLIGATION BY FEDERAL GOVERNMENT**. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

E. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**. Contractor must comply with the requirements of the The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment under a Federal grant funded project. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

16. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:

1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or

its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;

3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents ,volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

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

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

19. CONFLICTS OF INTEREST

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

matter in connection with which the Contractor has been retained pursuant to the Contract Documents."

20. REPORTS; BOOKS AND RECORDS; AUDIT

A. Upon request by the Project Manager, Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.

B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.

C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager and the parties specified in Article V of the Master Agreement referenced in Section 15 of this Contract and attached hereto as Exhibit "F", shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

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

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

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

23. ENTIRE AGREEMENT

A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.

B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.

C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: Public Works Department
305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030

TO CONTRACTOR: Jaynes Brothers Construction, Inc.
996 Lawrence Drive, Suite 201
Newbury Park, CA 91320

B. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

C. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment Bond (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (a) the expiration of the one-year guarantee period; or (b) one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

The captions and headings contained in this Contract are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be

deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD		**JAYNES BROTHERS CONSTRUCTION, INC.**	
☐ Luis Mc Arthur, Mayor[1]	Date	Chase Jaynes,[2]	Date
☐ Purchasing Agent		President and CFO	

ATTEST:

Lourdes A. López, Date
City Clerk (only if Mayor signs)

APPROVED AS TO FORM:

Stephen Fischer Date
City Attorney

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000. The Purchasing Agent may execute any authorized agreement up to $200,000.

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

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

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

EXHIBITS

Exhibit A: Contractors Bid Proposal.

Exhibit B: Form INS-G: Insurance Requirements.

Exhibit C: [RESERVED]

Exhibit D: Small/Minority/Women's business Enterprises and Labor Surplus Area Firm Outreach

Exhibit E: Federal Grant Contract Addendum

Exhibit F: Grant Master Agreement

Bonds

The corresponding exhibits and forms contained within follow.

EXHIBIT A
CONTRACTOR'S BID
PROPOSAL

BID SCHEDULE

WILSON PARK PLAYGROUND EQUIPMENT REPLACEMENT PROJECT (REBID)
SPECIFICATION NO. PW 20-53R

Bidder's Company Name: Jaynes Brothers Construction

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby declares they have carefully examined the locations of the proposed work, the Plans, the Special Provisions, Bid Item Descriptions, and Contract Documents; and hereby proposes to furnish all labor, materials, tools, equipment, supplies and incidentals required to complete the work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and other Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization/Demobilization (maximum 5% of the Total Bid Price)	1001-3	LS	1		$ 5,190.00
2.	Temporary Fencing and Protection	1003-4	LS	1		$ 6,619.33
3.	Play Area Equipment Removals	1004-4	LS	1		$ 9,526.97
4.	Play Area Equipment & Adult Fitness Equipment Installation	1005-4	LS	1		$ 84,344.35
5.	Play Area Resilient surface base preparation	1006-4.1	SF	6358	$ 4.41	$ 28,038.78
6.	Play Area Resilient Surface	1006-4.2	SF	6358	$ 18.96	$ 120,547.68
					TOTAL BID PRICE:	$254,267.11

TOTAL BID PRICE IN DIGITS: $ 254,267.11

TOTAL BID PRICE IN WORDS: Two hundred and fifty four thousand two hundred and sixity seven dollars and eleven cents

Bidder's Company Name: Jaynes Brothers Construction

Signature: Chase Jayn Title: President

Print: Chase Jaynes Date: 12/4/24

EXHIBIT B

FORM INS-G : INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

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

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

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

8. *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.**

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

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

CERTIFICATE HOLDER **CITY OF OXNARD % Evident ID, Inc.** **8520 Allison Pointe Blvd. Ste 223** **PMB 5210** **Indianapolis, Indiana 462500-4299 US**	**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

SUBMIT IN DUPLICATE

FOR THE CITY OF OXNARD (the ACity@)

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

PRODUCER

Telephone:

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

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

NAMED INSURED

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 ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ 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:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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 _____

Rev. 1/23 INS-G.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

FOR THE CITY OF OXNARD (the ACity@)

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

PRODUCER

Telephone:

NAMED INSURED

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

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ w

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY

❒ BUSINESS AUTO POLICY

❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Name: _____

Address: _____

_____

Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

   a. Insurance Services Office Automobile Liability Coverage, Aoccurrence" form CA0001, code (Aany auto@); or

   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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 _____

IN

EXHIBIT C

[RESERVED]

SMALL / MINORITY / WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRM OUTREACH PLAN
(Due within three (3) Working Days of the Bid Opening Date)

Project Number: PW 20-53R

Contractor Name: Jaynes Brothers Construction
Submittal #: N/A

In this section, the Contractor is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount ($)	Percentage of Contract
N/A				

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

Agency/Association Chamber/Database Name	Contact Name	Method of Outreach (fax, Email, Phone, etc.)	Date of Outreach	Response / Outcome
N/A				

3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

S/M/WB E and LSA Firm Name	Contact Name / Title	Business Type (Small / Minority / Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow-Up Date	Response / Interested in Bidding (Y/N)
N/A						

4. Detail methods utilized to determine whether S/M/WBEs and LSAs were qualified:

N/A

5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBEs and LSAs on this Agreement. Provide examples of how delivery schedules, when permittable, were established in a way that would encourage participation by S/M/WBEs and LSAs.

N/A

6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBEs and LSAs would be performing.

N/A

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

EXHIBIT E

City of Oxnard – US Department of Treasury under the American Rescue Plan Act ("ARPA") Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Oxnard by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Oxnard, according to the City's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

Certifications requiring signature from the Contractor follow at the end of this Document.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Small and Minority Business, and Women's Business Enterprises (if applicable to this Contract, see SBE/MBE/WBE/LSA form attached below)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;

b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;

c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;

d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;

e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of

the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. Suspension and Debarment. (Applies to all purchases. See certification form attached below.)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Oxnard. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases. See certification form attached below.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. Access to Records. (applies to all purchases.)

(A) The Contractor agrees to provide the City of Oxnard, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708) (Applies only to purchases over $100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (Applies to purchases of more than $150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Oxnard and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (Applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

14. Davis-Bacon Act. (applies to projects over $2000)

(A) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(B) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(C) Additionally, contractors are required to pay wages not less than once a week.

15. Compliance with the Copeland “Anti-Kickback” Act. (applies when Davis-Bacon Act is required)

(A) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(B) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(C) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Jaynes Brothers Construction (company name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Chase Jaynes
Signature of Contractor's Authorized Official

Chase Jaynes, President
Name and Title of Contractor's Authorized Official

N

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19, and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and

4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Chase Jaynes
Name

President of Jaynes Brothers Construction
Title and Organization Name

Chase Jayn
Signature

12/4/24
Date

EXHIBIT F

SECTION D

GRANT DOCUMENTS MASTER AGREEMENT

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Oxnard 300 W. Third St, 4th Floor Oxnard, California 93030	DUNS Number: 081790214 Taxpayer Identification Number: 956000756 Assistance Listing Number and Title: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name: Alexander Nguyen

Authorized Representative Title: City Manager

Date Signed:

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft

Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs

Date Signed: May 17, 2021

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Oxnard by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;

   ii. An Inspector General;

   iii. The Government Accountability Office;

   iv. A Treasury employee responsible for contract or grant oversight or management;

   v. An authorized official of the Department of Justice or other law enforcement agency;

   vi. A court or grand jury; or

   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

DocuSign Envelope ID: 0C4F04A8-5865-4880-A46B-58E4217CA379

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:	DUNS Number: 081790214
City of Oxnard 300 W. Third St, 4th Floor Oxnard, California, 93030	Taxpayer Identification Number: 956000756 Assistance Listing Number: 21.019

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: DocuSigned by: Alexander Nguyen
50594C854EE444A...

Authorized Representative: Alexander Nguyen

Title: City Manager

Date signed: 5/11/2021

U.S. Department of the Treasury:

_____

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

DocuSign Envelope ID: 0C4F04A8-5865-4880-A46B-58E4217CA379

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for contract or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

DocuSign Envelope ID: 0C4F04A8-5865-4880-A46B-58E4217CA379

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

DocuSign Envelope ID: 0C4F04A8-5865-4880-A46B-58E4217CA379

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

DocuSign Envelope ID: 0C4F04A8-5865-4880-A46B-58E4217CA379

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Oxnard	5/11/2021
Recipient	Date

DocuSigned by:
Alexander Nguyen
505940C854EF444A...

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

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

_____

_____("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as WILSON PARK PLAYGROUND EQUIPMENT REPLACEMENT PROJECT (REBID) SPECIFICATION NO. PW 20-53R.

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

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

_____

_____

(Name and address of Surety)

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

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

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

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

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

Dated: _____

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

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

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 WILSON PARK PLAYGROUND EQUIPMENT REPLACEMENT PROJECT (REBID) SPECIFICATION NO. PW 20-53R.

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 one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

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

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

Playground Replacement Project C2239	Construction Contract Award	Authorized Contingency	ESPIM Authorized Funding	Total Project Value	Budget Balance
Starting Budget Balance					$3,992,925.40
Dunkirk Park PW 24-113R 32500253	$126,793.00	$12,679.30	$12,679.30	$152,151.60	$3,840,773.80
Community Center Park West PW 25-51 32500320	$134,000.00	$13,400.00	$13,400.00	$160,800.00	$3,679,973.80
Marina West PW 24-13R [1] 32500251	$83,337.00	$21,853.00	$21,853.00	$127,043.00	$3,552,930.80
Brekke Park PW 24-115 32500293	$136,127.65	$13,613.00	$13,613.00	$163,353.65	$3,389,577.15
College Estates Park PW 24-126 32500303	$199,993.90	$20,000.00	$20,000.00	$239,993.90	$3,149,583.25
Fremont Tot Park PW 25-48 32500304	$321,850.00	$32,185.00	$32,185.00	$386,220.00	$2,763,363.25
Wilson Park PW 20-53R [2] 32500341	$145,970.26	$25,426.00	$25,426.00	$196,822.26	$2,566,540.99
Carty Park PW 24-125 32500302	Pending Award				
Ololkoy Beach Park PW 25-49R	Out to Bid				

[1] Partially funded by Project C1313 utilizing QUIMBY funds

[2] Partially funded by Project C2019 utilizing CDBG funds

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.11

DATE: January 7, 2025

TO: City Council

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

SUBJECT: Annual Purchase Orders with Iteris, Inc., for Traffic Signal Equipment for the Intelligent Transportation Systems (ITS) Traffic Signal Improvements Project.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with Iteris Inc., for a not-to-exceed amount of $500,000 for a term of three years through January 7, 2028, to purchase traffic signal equipment for the Intelligent Transportation Systems (ITS) Traffic Signal Improvements Project (M2208).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

BACKGROUND

In 2008, the City developed the Intelligent Transportation Systems (ITS) Master Plan, which provided a road map to identify and prioritize a multitude of improvements to the transportation network including the deployment of ITS strategies throughout the City.

ITS is generally described as the deployment of technologies and the associated infrastructure that enable staff to perform real-time monitoring and the ability to change signal settings remotely. Once installed, the City's ITS infrastructure enables Staff to monitor and connect to traffic equipment in the field from the City's Traffic Management Center (TMC), which is located in the City of Oxnard Service Center. The ITS system can alert Staff of traffic signal malfunctions, provide real-time video of intersections, provide the number of vehicles, bicycles and pedestrians passing through intersections, and more.

The Traffic Engineering Division previously purchased video detection equipment from Iteris in 2022, valued at $437,953, as part of the Gonzales Road corridor upgrade.

Capital Improvement Program (CIP) Reference:

Project No. **M2208**, Intelligent Transportation Systems (ITS) Traffic Signal Improvements Project, CIP 2025-2029 - Adopted June 4, 2024, Page 113.

DISCUSSION

Real-time vehicle detection is a key component of an ITS system. This is performed through the use of video detection cameras, specifically designed for traffic signal systems. These cameras are mounted on traffic signal mast arms, connect to the traffic control cabinet located at the intersection using underground conduits, and through the use of fiberoptic cables can provide communication to the Traffic Engineers within the TMC.

As the Traffic Division delivers components of the ITS Master Plan, video detection is being installed at key intersections

Citywide. This may occur when intersections are modified with new turning movements, such as protected left turns, intersection modifications conditioned upon new development, or when paving projects are constructed. Installing video detection equipment prior to paving work is essential because, during construction, the existing in-ground detection wire loops, which are not compatible with ITS, are removed. If there is no video detection equipment in place and operational at this time, the intersection will not have vehicle detection ability until the cameras are installed. This lack of detection at the intersection, potentially on the order of weeks or months, leads to inefficient traffic flow and negatively impacts traffic operations.

Staff are proposing to purchase video detection equipment and the necessary components, which include video processors, traffic data processing, Liquid Crystal Display (LCD) cabinet monitors, and cables among others. This way, the equipment is ready when loops are removed or with other issues where a camera needs to be obtained quickly. Staff have selected Iteris, Inc. (Iteris) in accordance with the City's Purchasing Ordinance, which allows direct purchases from a sole vendor capable of meeting City requirements. Iteris was the provider for the City's most recent purchase of over 48 video detection cameras on Gonzales Road from Victoria Avenue to Solar Drive. Iteris will supply the same video detection equipment, which operates with proprietary firmware and software, ensuring seamless integration with the City's existing ITS system. This compatibility is essential for efficient signal management and timely issue resolution.

The Iteris equipment quote of $30,292 per intersection is guaranteed for a term of three (3) years. By negotiating directly with Iteris through a Purchase Order, the City maximizes its purchasing power, securing discounts upfront and reducing costs. Furthermore, when unforeseen conditions arise, this Purchase Order will provide rapid access to the specialized equipment, minimizing downtime and preventing disruptions to traffic flow.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for the equipment Purchase Orders with Iteris, Inc. shall not exceed $500,000 for a term of three years. While use of this Purchase Order may be utilized by other CIP projects, with available funding, that incorporate traffic signal detection components, such as the Citywide Arterial Paving Project, the primary use will be for the Traffic Signal Equipment for the Intelligent Transportation Systems (ITS) Traffic Signal Improvements Project (M2208), which is funded by the American Rescue Plan Act (ARPA) Lost Public Sector Revenue (Fund 320) and has an available project budget balance of $610,000.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Morgan Kessler, City Engineer, Kawkeb Said, Senior Engineer

ATTACHMENTS

1. Cost Estimate Typical Intersection
2. Sole source letter Iteris

Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00016404

October 25, 2024

Agency: Oxnard, City of
Contractor:
Project Name: 2024102530 Oxnard Typical Intersection all Vector Sensors
Reference: 2024102530 Oxnard Typical Intersection all Vector Sensors

Delivery Term: FOB Destination
Payment Terms: NET 30 Days
Sales Rep:

Fax or email Purchase Orders to: 949-270-9441 or rsorders@iteris.com. Please include Quote Number on your Purchase Order. Prices are valid for 30 days from the date of quote unless extended in writing. Prices on this quote include material only unless otherwise stated. For questions regarding this quotation, please contact the representative listed above.

Typical Intersection all Vector Sensors

Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
CAT6-16AWG	Cat6 Siamese cable with the 16 AWG ground wire quantity. Must be ordered in number of reels NOT feet.	2000	$0.97	$1,940.00		$1,940.00
MON-17HDMI	17 in Color LCD Monitor Drawer Generation 4 LCD 1U rack mount drawer with monitor 1 composite video 1 VGA and 1 HDMI video input NTSC PAL	1	$1,485.00	$1,485.00		$1,485.00
NEXT-CCU-PAK	Vantage Next CCU Unit 1U box supports up to 2 NEXT DVPs ordered separately Includes NEXT CCU SHIPKIT NEMA cabinet mounting bracket 2 4GHz rubber duck antenna USB optical mouse 6 ft HDMI cable 5 ft Cat5e patch cable 4 x 3 ft Cat5e patch cables screwdriver insulated crimp on ground lug 6 ft power cord	1	$3,850.00	$3,850.00	15	$3,272.50
NEXT-DVP	MODULE ASSEMBLY, DUAL VIDEO PROCESSOR, NEXT	2	$3,850.00	$7,700.00	15	$6,545.00
TS2CABLE-2070-4	493024101 4 FOOT Cable Assembly SDLC2 2070 controller	1	$90.00	$90.00		$90.00
TURN ON SUPPORT	Turn on requests outside of normal business hours M F 8:00am 5:00pm will require a $1,800.00 additional charge	1	$0.00	$0.00		$0.00
VECTOR-NEXT	SENSOR ASSEMBLY, VECTOR IN NEXT, CORD GRIP, TYPE 45 RADAR	4	$4,400.00	$17,600.00	15	$14,960.00
VLIVE-5YR	VantageLive! hosted data service. * Five year service duration Includes setup and configuration of Vantage Data Engine server and Cloud based storage services.	1	$2,000.00	$2,000.00		$2,000.00
						$30,292.50

Important Notes:
ITERIS CAN GUARANTEE THESE PRICES FOR A TERM OF 3 YEARS. IF A PRICE INCREASE IS NECESSARY AFTER THE INITIAL 3 YEAR TERM IT WILL NOT EXCEED 5% FOR AN ADDITIONAL TWO YEARS.
This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at http://www.iteris.com/RS-Std-TC.pdf, which are incorporated herein by this reference.

Total before Discount: $34,665.00	**SUBTOTAL**	$30,292.50
	FREIGHT	Allowed

Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Michael Girardot-A
RodefX
Phone:
Email: rodefx@verizon.net

EQUIPMENT QUOTATION

Quote #00016404

October 25, 2024

TAX	$2,802.06
TOTAL:	$33,094.56

RodefX is an authorized Iteris Sales Representative for Iteris Roadway Sensors products and may sign quotations on Iteris' behalf with a total sales price of $80,000 or less. Quotations that exceed $80,000 in total price must be approved by an Authorized Iteris Signature.

Authorized Iteris Signature	**Date**	**Michael Girardot, RodefX**

iteris®

949.270.9400
iteris.com

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705

November 7, 2024

To
Kawkeb Said
Senior Engineer
Public Works Department, Transportation & Mobility
Oxnard, CA

This letter is regarding quote #00016326 dated Oct 24, 2024 for 4 intersections and V-live and quote #00016404 Dated Oct 25, 2024 for one four vector system plus v-live.

Iteris sells our product direct in the California market and has established RodefX as the exclusive sales agent for our products including Iteris Next Vector, in Southern California.

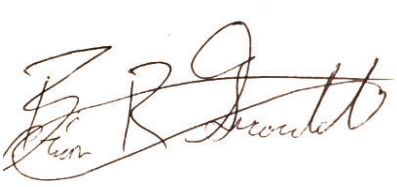
All sales requests are made to RodefX including request for quotes. Purchase orders should be made out directly to Iteris. Please send the PO to Rodefx. They will process this and send to Iteris.

Iteris has direct employees that provide technical service and support for our video detection products including turn-on and trouble calls.

If you need to schedule support for your video detection systems, please call Michelle Robinson at Iteris (mobile) 804-724-9853

If you have any questions about the product line, need cost information, or other support please feel free to contact Mike Girardot at (909) 626-0545 or (909) 921-3598.

You may also contact me at any time if you have any questions or concerns. Thank you for this opportunity.



Brian R. Girardot
Vice President, Sensor Sales
RoadwaySensors
1700 Carnegie Ave
Ste 100
Santa Ana CA 92705-5551
Cell 916-202-0070| Sales Administration
brg@iteris.com | www.iteris.com

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. J.1

DATE: January 7, 2025

TO: City Council

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

SUBJECT: Intelligent Transportation System (ITS) Update. (20 minutes)

RECOMMENDATION

That the City Council receive a presentation on the Intelligent Transportation System.

(Public Works and Transportation Committee approved 3-0 on November 12, 2024.)

(Presentation will be live upon consultant's request.)

BACKGROUND

In 2008, the City developed the Intelligent Transportation Systems Master Plan, which provided a road map to identify and prioritize a multitude of improvements to the transportation network including the deployment of Intelligent Transportation System (ITS) strategies throughout the City. These improvements focus on transportation system infrastructure that enhances mobility and safety for the public within the City.

DISCUSSION

This report is intended to inform City Councilmembers regarding the City's ITS program. The City's on-call traffic engineering consultant and subject matter expert, Andrew Yi, Principal Engineer of LSY Inc. will provide a live presentation. ITS is generally described as the deployment of technologies and the associated infrastructure improvements that enable staff to perform real-time monitoring of circulation Citywide. The City's ITS infrastructure can detect traffic signal malfunctions, collect data for number of vehicles, bicycles and pedestrians, and has the ability for remote access to the traffic signal system.

This report will provide information regarding the City's ITS strategies, its technical capabilities, and infrastructure upgrades that have been or will be completed as part of the City's Capital Improvement Program.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no direct financial impact in receiving the presentation.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on November 12, 2024 to forward the item to the City Council to receive and file.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Presentation

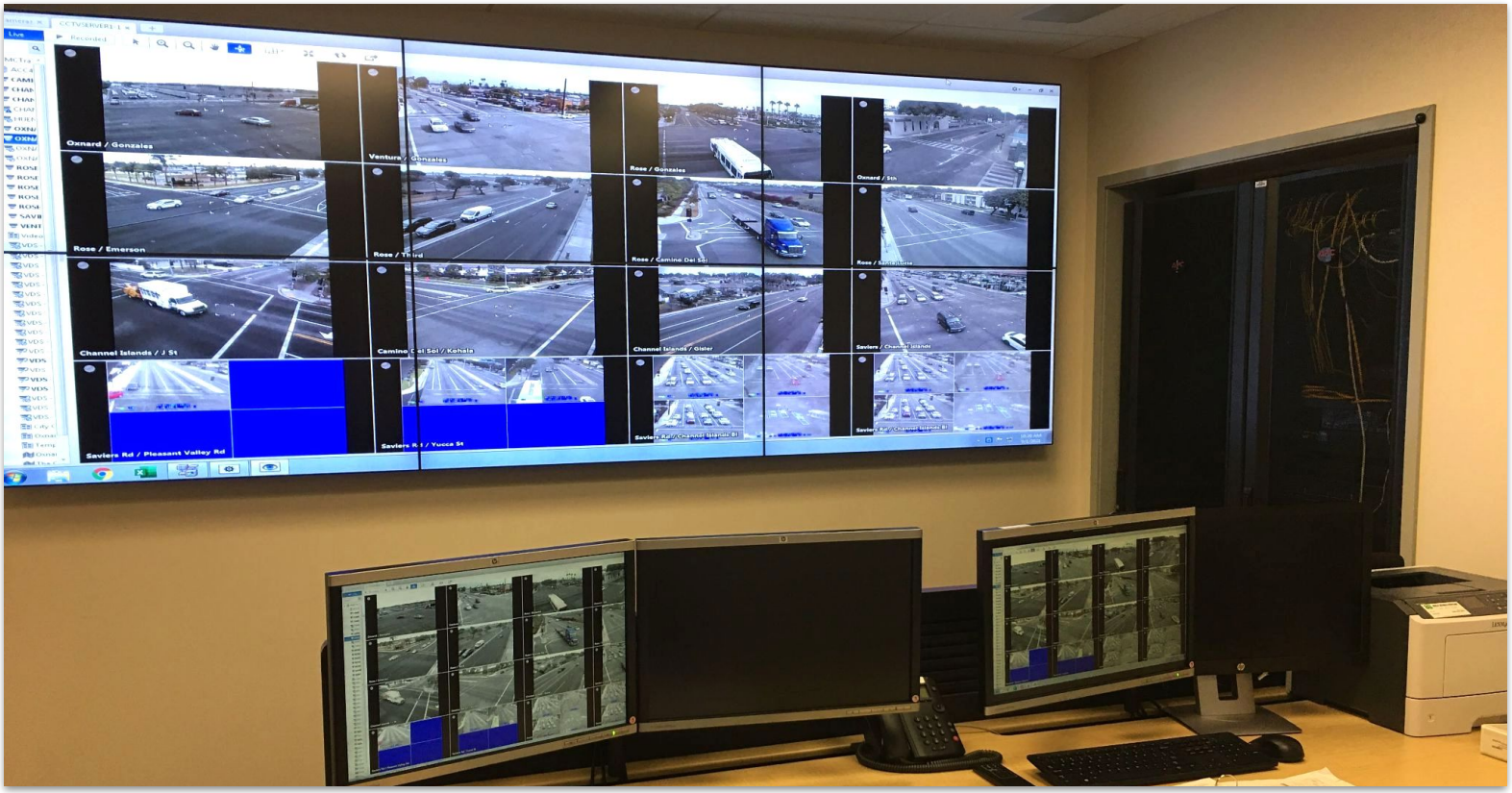
CITY OF OXNARD
INTELLIGENT TRANSPORTATION SYSTEMS (ITS) & TRAFFIC SIGNAL OPERATION

presented by:
Andrew Yi, LSY Enterprise, Inc.

City Council
January 7, 2025

CITY OF OXNARD CALIFORNIA

Intelligent Transportation Systems (ITS) & Traffic Signal Operation



Andrew Yi, P.E., T.E.
Principal Engineer
LSY Enterprise, Inc.

CITY OF OXNARD CALIFORNIA

WHAT IS ITS?

Intelligent Transportation Systems (ITS) – The **TECHNOLOGIES** that enable City Staff to **MONITOR AND CONTROL** traffic signal operation from a **REMOTE LOCATION** (**T**raffic **M**anagement **C**enter) in **REAL TIME**.

- Real-time effective monitoring
- Detect traffic signal malfunctions and response
- Data collection (traffic/bicycle/pedestrian)
- Remote access to the traffic signal system







CITY OF OXNARD CALIFORNIA

CITY OF OXNARD ITS OVERVIEW

TRAFFIC MANAGEMENT CENTER

- Advanced Traffic Management System (ATMS)
- Video Management System
- Video Detection Cameras
- Closed Caption TV Cameras (CCTV)
- Battery Backup System



168 SIGNALIZED INTERSECTIONS

- 2070 OMNI Controllers (New)
- 170E Controllers (Old)



COMMUNICATION SYSTEM

- Fiber Optic cable
- Wireless Communications

CITY OF OXNARD CALIFORNIA

CAMERAS, VIDEO DETECTION, CCTV



CITY OF OXNARD CALIFORNIA

TRAFFIC SIGNAL TIMING

INTERSECTION TIMING

- Pedestrian Time (crossing distance)
- Yellow Time (speed base)
- Red Time
- Minimum Green Time (bicycles)
- Traffic Signal Cycle Length

Oxnard Boulevard at Vineyard Avenue



TRAFFIC SIGNAL TIMING WORKSHEET

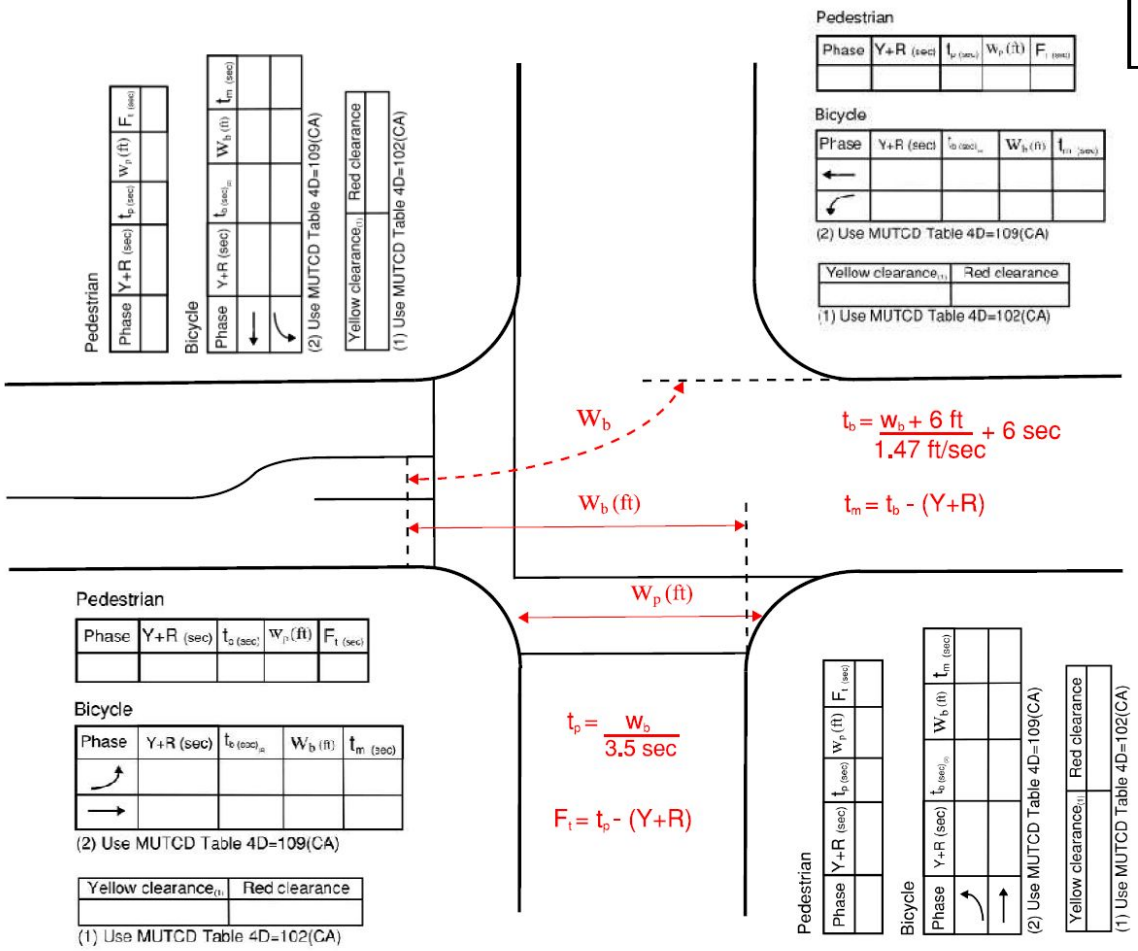
Intersection: _____

N/S street: _____ Posted speed: _____

E/W street: _____ Posted speed: _____

Phasing Diagram

1	2	3	4
5	6	7	8



w_p = Pedestrian walking distance	
t_p = Pedestrian clearance time	
F_t = Flashing don't walk time	
w_b = Bicycle clearance distance	
t_p = minimum bicycle clearance time	
t_m = minimum green	
w_s = walking speed (3.5 ft/sec)	

N.T.S

J. Rivera

TRAFFIC SIGNAL TIMING PLAN

2.1 Phase Parameters Set 1	1	2	3	4	5	6	7	8
Min Green	9	11	0	0	9	11	13	11
Passage	3.0	4.5	0.0	0.0	3.0	4.5	3.0	3.0
Max 1	25	50	0	0	25	50	30	30
Max 2	15	30	0	0	15	30	20	20
Max 3	0	0	0	0	0	0	0	0
Max 4	0	0	0	0	0	0	0	0
Yellow Change	5.5	5.5	0.0	0.0	5.5	5.5	4.5	4.5
Red Clear	1.0	1.0	0.0	0.0	1.0	1.0	1.0	1.0
Walk	0	5	0	0	0	5	5	0
Ped Clear	0	27	0	0	0	27	29	0
Added Initial	0.0	2.0	0.0	0.0	0.0	2.0	0.0	0.0
Max Initial	0	20	0	0	0	20	0	0
Time Before Reduction	0	7	0	0	0	7	0	0
Cars Before Reduction	0	0	0	0	0	0	0	0
Time To Reduce	0	10	0	0	0	10	0	0
Reduce By	0.0	1.0	0.0	0.0	0.0	1.0	0.0	0.0
Min Gap	3.0	3.5	0.0	0.0	3.0	3.5	3.0	3.0
Dynamic Max Limit	0	0	0	0	0	0	0	0
Dynamic Max Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	0.0	0.0	2.0	2.0	2.0	2.0
Cond. Service Min	0	0	0	0	0	0	0	0
Alternate Min Green	0	0	0	0	0	0	0	0
Alternate Passage	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Alternate Walk	0	0	0	0	0	0	0	0
Alternate Ped Clear	0	0	0	0	0	0	0	0
Advanced Walk	0	0	0	0	0	0	0	0
Delay Walk	0	0	0	0	0	0	0	0
Start Delay Time	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Green Clear	0	0	0	0	0	0	0	0

CITY OF OXNARD CALIFORNIA

TRAFFIC SIGNAL TIMING

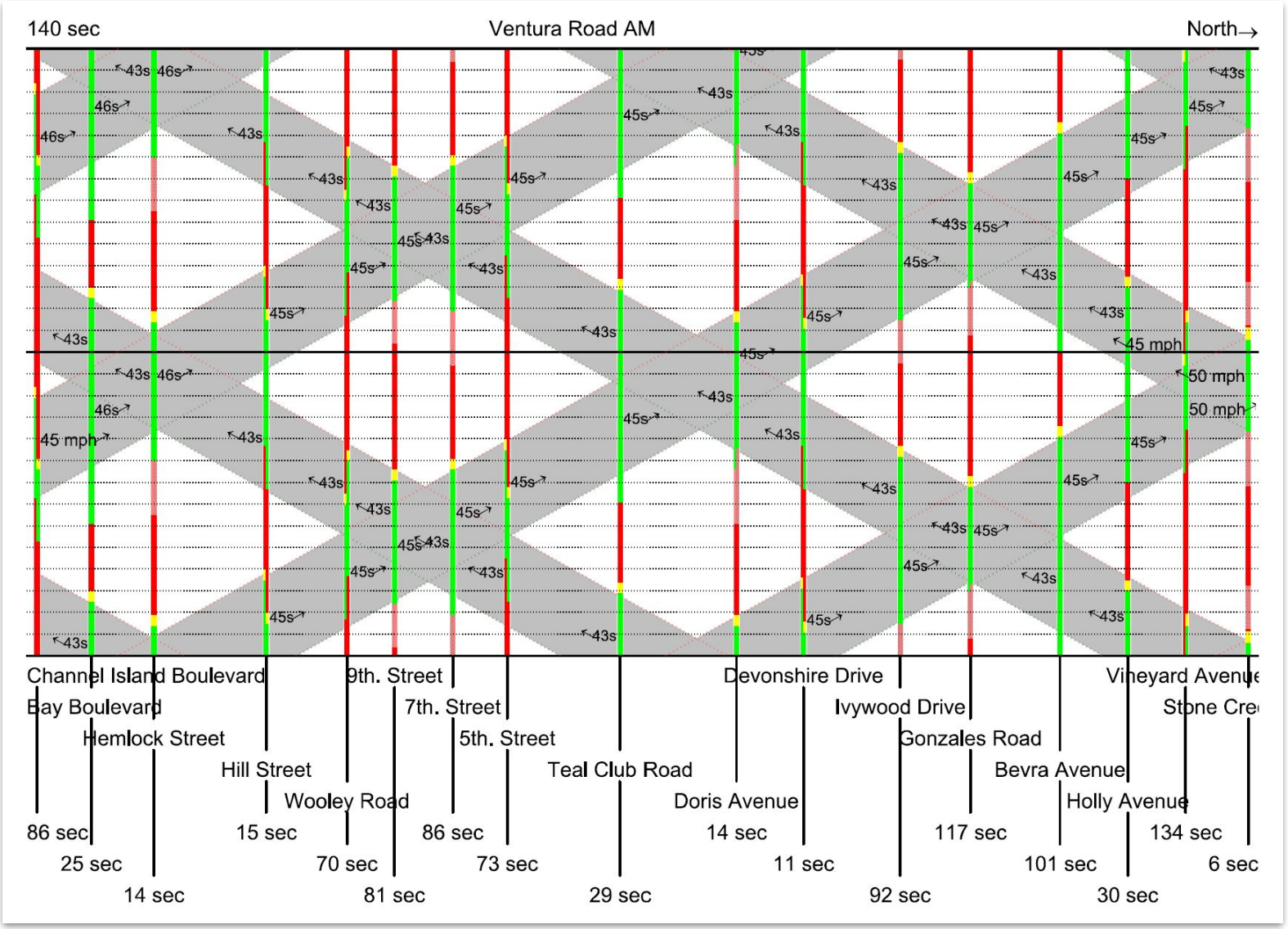
COORDINATED TIMING

- Coordinated intersection signal timing

CHALLENGES

- Must run on the same cycle length or one-half
- Must balance directional/crossing traffic the same cycle length
- Approach traffic volumes are different
- Intersections are different sizes

TIME SPACE DIAGRAM



BENEFITS OF SIGNAL TIMING

- Improved traffic flow
- Reduce the need for infrastructure improvements
- Reduce Greenhouse Gas Emission (GHG)
- Saving on fuel consumption
- Improve safety
- Improve driver experience
- Excellent Benefit Cost Ratio

CITY OF OXNARD CALIFORNIA

CITYWIDE ITS CORRIDORS

- Gonzales Road (Victoria Avenue to Rice Avenue - 4.5 miles)
  Completed 2023

- Rose Avenue (Lockwood Street to Pleasant Valley - 4.5 miles)
  Completed 2023

CITYWIDE ITS CORRIDORS

Ventura Road (Stone Creek Drive to Channel Islands - 4 miles)

Completed June 2024

Ventura Road (Stone Creek - Channel Islands)- Coordination Timing Before/After Summary

Number of intersections: 17

Synchro Output (Three Hour - AM, Mid, PM Peak)									
	AM After	AM Before	Mid After	Mid Before	PM After	PM Before	Combined After	Combined Before	Difference
Total Travel Time (hr)	583	625	401	424	603	678	1587	1727	-140
Fuel Consumed (gal)	909	1027	627	696	940	1065	2476	2788	-312
CO Emissions (kg)	63.53	71.76	43.84	48.63	65.69	74.42	173.06	194.81	-21.75

Floating Car Travel Time (Three Runs)									
	AM After	AM Before	AM Difference		PM After	PM Before	PM Difference		Combined Difference
SB Average Travel Time (min:sec)[1]	7:20	10:21	3:01		10:37	12:06	1:29		4:30
SB Total Stops[2]	3	24	21		7	20	13		34
NB Average Travel Time (min:sec)[1]	6:34	11:29	4:55		10:57	10:59	0:02		4:57
NB Total Stops[2]	2	16	14		9	22	13		27

[1] Average travel time speed based on three runs from Channel Islands Bl to Town Ctr Dr (4.95 miles)

[2] Total stops on three runs from Channel Islands Bl to Town Ctr Dr

CITYWIDE ITS CORRIDORS

Oxnard Boulevard (Vineyard Avenue – Wooley Road - 2.5 miles)

Completed August 2024

Oxnard Blvd (Wagon Wheels and Wooley) - Coordination Timing Before/After Summary

Number of intersections: 14

Synchro Output (Three Hour - AM, Mid, PM Peak)									
	AM After	AM Before	Mid After	Mid Before	PM After	PM Before	Combined After	Combined Before	Difference
Total Travel Time (hr)	520	539	421	432	671	706	1612	1677	-65
Fuel Consumed (gal)	693	726	574	591	893	917	2160	2234	-74
CO Emissions (kg)	48.44	50.72	40.11	41.29	62.4	64.13	150.95	156.14	-5.19

Floating Car Travel Time (Three Runs)									
	AM After	AM Before	AM Difference		PM After	PM Before	PM Difference		Combined Difference
SB Average Travel Time (min:sec)[1]	6:33	7:45	1:12		7:53	9:22	1:29		2:41
SB Total Stops[2]	5	12	7		7	14	7		14
NB Average Travel Time (min:sec)[1]	6:30	6:46	0:16		8:11	8:11	0:00		0:16
NB Total Stops[2]	4	8	4		8	11	3		7

[1] Average travel time speed based on three runs from Wagon Wheel Rd to Wooley Rd (3.16 miles)

[2] Total stops on three runs from Wagon Wheel Rd to Wooley Rd

CITY OF OXNARD CALIFORNIA

QUESTIONS?



CONTACT INFO:

ANDREW YI, P.E., T.E.

PRINCIPAL ENGINEER

LSY ENTERPRISE, INC.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. J.2

DATE: January 7, 2025

TO: City Council

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

SUBJECT: Resolution for AD 2000-1 Improvement Fund Account Closeout and Budget Appropriation. (10 minutes)

RECOMMENDATION

That the City Council:

1. Authorize a budget appropriation in the amount of $16,500 within Special Districts account Fund 500, Subfund 50503801, for the cost of administering the Improvement Fund closeout and completing a final arbitrage rebate yield calculation; and
2. Adopt a resolution declaring a surplus, ordering disposition of the surplus within the Improvement Fund of Assessment District 2000-1(Oxnard Boulevard/Highway 101 Interchange project) to call bonds ahead of schedule, and approving the Closeout Report.

(Finance and Governance Committee approved 3-0 on December 10, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/PYcoM8WE8Oc

BACKGROUND

AD 2000-1 Oxnard Blvd/Hwy 101 Interchange is an Integrated Financing District (referred to as an Assessment District) formed under the California Streets and Highways Code Municipal Improvement Act of 1913 by the Oxnard City Council on December 19, 2000. The Bonds were issued on August 14, 2003, under the Improvement Bond Act of 1915. The District was formed for the purpose of financing the construction of the interchange improvements including an eight-lane overcrossing to connect Oxnard Boulevard over U.S. Highway 101, northbound and southbound on and off ramps for U.S. Highway 101, widening of U.S. Highway 101, traffic signals, landscaping and irrigation, decorative lighting, railings, sidewalks, curbs and gutters, pedestrian and bicycle paths, and other appurtenant work.

This project was funded with the issuance of a limited obligation improvement bond in the total amount of $2,335,000. This included specific funds deposited for the purpose of constructing these improvements in an “Improvement Fund” account with an original amount of $2,106,242.50. Construction of this interchange was completed in 2015. After completion, there was a remaining amount of $182,375.06 in the Improvement Fund Account that was authorized to be distributed in a manner consistent with the Bond Indenture and California Streets and Highways Code Section 10427.

DISCUSSION

After the completion of major infrastructure projects that were funded through bond proceeds, it is not uncommon for some unspent funding to remain within the improvement fund accounts. Typically, these fund accounts are closed out shortly after the completion of the project, so that they do not present the possibility of incurring arbitrage. Arbitrage is the act of making a profit by purchasing something at a lower price and selling it at a higher price. Therefore, arbitrage

rules exist to prevent municipalities from issuing bonds for the sole purpose of profit and investment opportunities.

The close-out of this fund can be performed in multiple ways. However, the recommended action of the City's Finance and Governance Committee meeting that was held on December 10, 2024, is to proceed with Option #2 (see table below), to call the bonds to reduce the principal and interest and provide an annual levy credit. This staff report includes the information that was presented to the Finance and Governance Committee for full consideration by the City Council. However, the attached report (Improvement Fund Closeout Analysis Report For: Assessment District No. 2000-1 (Oxnard Boulevard/Highway 101 Interchange), as prepared by NBS, only includes the information relevant to the Finance and Governance Committee recommended action. All figures presented in the NBS report are estimated, as they are based on necessary assumptions to generate the expected bond payoff amount and schedule. The following table of "Pros" and "Cons" details each option as presented to the Finance and Governance Committee.

OPTION	PRO	CON
1. Credit the assessment levy for FY 2025-26	• FY 2025-26 assessment levy would be reduced by approximately 93.5%. Property owners in the district would only be responsible for their share of approximately $13,000 for FY 2025-26. • Would allow for the earliest property owner savings. • Can fully commit all remaining funds ($182,375.06)	• FY 2025-26 assessment levy would be substantially lower for only one year, potentially misleading property owners into believing future levy amounts will be the same. • Would not result in long-term principal and interest savings. • Would only provide a fiscal benefit to property owners in FY 2024-25.
2. Call bonds to reduce the principal and interest and provide an annual levy credit (STAFF AND F&G COMMITTEE RECOMMENDED)	• Would reduce annual assessments with a levy credit each year for the remaining life of the bonds. • Total savings to property owners estimated at approximately $238,213 for the remaining life of the bond. • Can fully commit all remaining funds ($182,375.06) • Would provide a benefit (savings) to the greatest possible number of property owners as savings would be realized every year until the bond is paid.	• Would not result in highest long-term principal and interest savings.
3. Call bonds to reduce the principal and interest, levy in excess, and perform annual bond calls	• Would provide the greatest financial relief only if they owned property the entire time after the bond call until the bond is fully paid (early). • Would reduce the overall remaining life of the bond by 1 to 2 years. • Total savings to property owners estimated at approximately $340,343.62. • Can fully commit all remaining funds ($182,375.06)	• The annual assessment amounts would remain the same. • Savings would only be realized by property owners who own at the time of the final bond payment. • Total savings would not be realized for 7 to 8 years. (est.) • Could incur additional administrative expenses to perform annual bond calls.

After discussion, the Finance and Governance Committee recommended only selecting Option 2 above. However, City Council has the authority to use multiple combinations of the three options for the disposition of the funds, but the impacts of the choices would be minimal while requiring additional time and resources of staff and consultants to formulate. Two example options have been provided below to inform the City Council of what can be recommended and how it may affect the District's property owners.

1. Application of a 50% Improvement Fund surplus levy credit and a 50% surplus March 2025 bond call with no excess collections. - This option would include no excess collections in future years, resulting in an annual levy credit in the amount of the difference between the principal and interest to be billed from the original lien schedule, and the

principal and interest due based on the savings from the March 2025 bond call.

The levy in FY 2025-26 would be reduced to approximately 37% of the original principal and interest scheduled due to the levy credit and debt variance. Subsequent years would result in a levy reduced to an average of 90% of the annual principal and interest due from the original lien schedule. Total savings through FY 2032-33 would be approximately $212,413. All property owners between FY 2025-26 and the bond maturity would see some savings on their annual property tax bill. However, total savings would be less than if the entire amount was applied to the bond principal (Option 2 above).

2. Application of a 50% Improvement Fund surplus levy credit and a 50% surplus March 2025 bond call with excess collections. - This option would include excess collections in future years, allowing for additional annual bond calls and maximum savings over the life of the assessment. The accumulated overpayments would be used to call bonds ahead of schedule, resulting in an early retirement of the debt. Property owner savings would be realized in FY 2025-26 and in FY 2031-32, but levies between those times would remain the same as in previous years.

The levy in FY 2025-26 would be reduced to approximately 47% of the original principal and interest scheduled due to the one-time 50% surplus levy credit. Subsequent years would result in levies at 100% of the original scheduled principal and interest, except that the final year of assessment billing would occur in 2031, providing a final levy of approximately 63% of the originally scheduled lien amount, and 100% savings of the final scheduled lien amount due in 2032. Total savings through FY 2032-33 would be approximately $324,194. However, total savings would be less than if the entire amount was applied to the bond principal and if excess levies were applied (Option 3 above).

Due to the complexity of these combination options and their limited impact on overall savings in exchange for a limited single-year levy credit, staff did not recommend either of these to the Finance and Governance Committee over Option 2 as listed in the Recommendation.
Finally, this process is generally triggered after a Notice of Completion is issued at the end of the project. However, in this case, Caltrans was the lead agency responsible for the construction of the project. Caltrans completed the project in 2013 and via Relinquishment Agreement #07-4870, transferred portions of the improvements to the City. The Relinquishment Agreement does not mention the improvements funded by the bonds as specifically completed by Caltrans. However, it is inferred that the improvements were complete at the time the City acquired the “facilities” in 2013, which is why the City did not file a standard Notice of Completion.

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 estimated surplus in the Improvement Fund as of December 15, 2024, is projected to be $182,375.06 after costs associated with closeout have been paid and interest earnings accounted for. The financial impact of this closeout is dependent upon the action of the City Council and will be consistent with the results as detailed in the attached report (Attachment 1).

Impacts based on the F&G Committee recommendation in Assessment District Fund 500, Subfund 50503801:

Options	Amount
Current Balance	$182,375.06
Option 2- Call bonds to reduce the principal and interest and provide an annual levy credit	-$165,875.06
Budget appropriation for $16,500 in Assessment District	-$16,500
Balance	$0

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on December 10, 2024 to approve the staff recommendation with Option 2 and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Interim Special Districts Manager

ATTACHMENTS

1. Resolution AD 2000-1 Improvement Fund Closeout
2. AD 2000-1 Improvement Fund Closeout Analysis Report Final
3. 2013-2-20 Highway 1 Relinquishment Agreement
4. 2022-4-6 Freeway Maintenance Agreement
5. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, DECLARING A SURPLUS AND ORDERING DISPOSITION OF THE SURPLUS WITHIN THE IMPROVEMENT FUND OF ASSESSMENT DISTRICT 2000-1 (OXNARD BOULEVARD/HIGHWAY 101 INTERCHANGE), AND APPROVING THE CLOSEOUT REPORT

WHEREAS, the City Council of the City of Oxnard has, by prior resolutions, established Assessment District 2000-1 (Oxnard Boulevard/Highway 101 Interchange) for the purpose of funding Limited Obligation Improvement Bonds (the "Bonds"); and

WHEREAS, the "Facilities" which the Bonds funded were declared completed, "in good repair," and relinquished to the City from Caltrans via Relinquishment Agreement in 2013; and

WHEREAS, there exists remaining funds in the Improvement Fund of the Bonds (the "Funds"); and

WHEREAS, there are no further improvements required to be funded with the Funds; and

WHEREAS, pursuant to Section 10427 of the California Streets and Highways Code, the City may choose to call bonds with the Funds, thereby reducing outstanding assessments and subsequent assessment installments; and

WHEREAS, having considered the options available for the Funds, the City Council desires to declare a surplus within the Improvement Fund, close the Improvement Fund, and disburse all remaining funds within the Improvement Fund.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Declaration of Surplus. A surplus of funds is found to exist within the Improvement Fund of Assessment District 2000-1 (Oxnard Boulevard/Highway 101 Interchange).

2. Order of Disposition. In accordance with Section 10427 of the California Streets and Highways Code, the City Council hereby orders that all remaining funds, except those necessary for the enabling of this action, are used to call bonds ahead of schedule, thereby reducing outstanding assessments and subsequent assessment installments.

3. Approval of Closeout Report. The City Council approves the Improvement Fund Closeout Analysis Report For: Assessment District No. 2000-1 (Oxnard Boulevard/Highway 101 Interchange) as prepared by NBS.

4. Effective Date. This Resolution shall be effective immediately upon adoption.

5. Certification. The City Clerk shall certify as to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

PASSED, APPROVED AND ADOPTED on this 7th day of January 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis Mc Arthur, Mayor

ATTEST:

_____
Lourdes López, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD

Improvement Fund Closeout Analysis Report For:

Assessment District No. 2000-1

(Oxnard Boulevard/Highway 101 Interchange)

Prepared by:

NBS
helping communities fund tomorrow
nbsgov.com

Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

TABLE OF CONTENTS

1. Executive Summary 1

1.1 Assessment District AD 2000-1 1

1.2 The Bonds 1

2. Funds Analysis 3

3. Disposition of Improvement Funds 4

3.1 California Streets and Highways Code Section 10427 4

3.2 Directed Surplus Disposition 4

3.3 Top Owners by Assessment Lien 5

4. Notice of Completion 6

5. Resolution 7

6. Levy and Collection Summary 8

1. EXECUTIVE SUMMARY

1.1 Assessment District AD 2000-1

The City of Oxnard (the "City") established Assessment District No. 2000-1 (Oxnard Boulevard/Highway 101 Interchange) (the "District") in 2000 to finance freeway interchange improvements at Oxnard Boulevard. The District is part of a coordinated financing solution to provide approximately $113.5 million of infrastructure improvements known as the Vineyard Avenue-Johnson Drive Freeway Improvement Project. The improvements consist of the following four major components: (a) a new 12-lane bridge on Highway 101 over the Santa Clara River; (b) extra lanes to Highway 101 between Vineyard Avenue and Montalvo railroad spur crossing; (c) an elevated rail grade crossing at Johnson Drive; and (d) a freeway interchange at Oxnard Boulevard.

1.2 The Bonds

On August 14, 2003, the City issued its $2,335,000 Assessment District No. 2000-1 Limited Obligation Improvement Bonds ("the Bonds") to finance a portion of the costs of certain freeway interchange and other road improvements of special benefit to property within the District, to pay the costs related to the issuance of the Bonds, and to make a deposit to the Reserve Fund for the Bonds. The complete description of authorized improvements is described in the Engineer's report for the District dated December 2000. The Bonds were issued pursuant to the Improvement Bond Act of 1915, being Division 10 of the California Streets and Highways Code ("the Act") and are secured by the unpaid assessments within the District.

The Bonds are scheduled to mature on September 2, 2033. Ahead of the retirement of all debt, a surplus remains in the Improvement Fund. The City retained NBS to review and prepare a District Closeout Analysis Report (the "Closeout Report") for the Improvement Fund. This Closeout Report summarizes the approved recommendation for the disposition of the remaining funds in accordance with applicable laws.

1.2.1 SURPLUS IMPROVEMENT FUNDS

Per Section 19 Part C of the Bond Indenture of the Bonds, once the improvements funded by the Bonds have been completed, but no sooner than August 14, 2005, any surplus shall be utilized or distributed in writing by the City and authorized by the Act. Following a review of the City's Improvement Fund balance as of September 30, 2024, the remaining balance is to be declared as surplus funds and disposed of pursuant to Section 10427 of the Streets and Highways Code. The application of these funds, net of all expenses and anticipated costs, was determined by the recommendations of the City's Finance and Governance Committee, and approved by the City Council.

1.2.2 DELINQUENCY

As a part of the closeout, NBS also conducted an analysis of the assessment payments to determine any District delinquencies. Per Ventura County's property tax records, three property owners remain delinquent in the payment of the 2023/24 assessments for the District, for a total before penalties and fees of $798.58.

1.2.3 ARBITRAGE LIABILITY

Per the City's 2024 arbitrage rebate yield liability calculation completed by NHA Advisors, no arbitrage rebate liability or yield restriction liability is due for the computation period of July 1, 2021 – June 30, 2024. The City will require an additional computation for prior periods and the final computation period of July 1, 2024 – through fund closeout, which at this time is estimated to be December 15, 2024. The costs associated with the computation still required are shown in the Funds Analysis in Section 2 of this report.

Prior to any disposition of surplus improvement funds, a negative arbitrage rebate liability and negative yield restriction liability should be confirmed by the City based on the final computation report. If any liability is due, the City should transfer from the surplus improvement funds the amount of the liability to the Rebate Fund for immediate payment to the IRS. If remaining surplus funds exist, they may be used in the manner determined by the outcome of this Closeout Report and as approved by the City Council.

1.2.4 PROPERTY OWNER PREPAYMENTS

Per the City's records, no property owners in the District have prepaid their assessment lien.

2. FUNDS ANALYSIS

The following table shows the fund analysis prepared for the District. The analysis reflects the September 30, 2024 Improvement Fund balance for the Bonds and the projected surplus balance for disposition.

Improvement Fund **Pursuant to Section 10427 of the California Streets and Highways Code**	
Improvement Fund Balance as of 09/30/2024	**$198,863.28**
Expenditures:	
NBS Fee for Improvement Fund Closeout	($10,500.00)
NHA Fee for Final Improvement Fund Arbitrage Computation	(6,000.00)
Revenues:	
Estimated Interest Earnings 10/1/2024 - 12/15/2024	$11.78
Ending Surplus Balance	**$182,375.06**
Disposition of Surplus:	
March 2025 Bond Call	($180,000.00)
Administrative Trustee/City Costs Associated with Bond Call [(1)]	(2,375.06)
Final Improvement Fund Balance	**$0.00**

(1) Funds remaining in excess of administrative costs should remain in the Redemption Fund to pay debt service, cover delinquencies, or be used in a future bond call.

3. DISPOSITION OF IMPROVEMENT FUNDS

3.1 California Streets and Highways Code Section 10427

Pursuant to Section 10427 of the California Streets and Highways Code, "*any surplus in the Improvement Fund shall be used for one or more of the following purposes:*

(1) For transfer to the general fund of the city, provided that the amount transferred shall not exceed the lesser of one thousand dollars ($1,000) or five percent of the total amount expended from the Improvement Fund.

(2) As a credit upon the assessment and any supplemental assessment.

(3) For maintenance of the improvement.

(4) To call bonds, thereby reducing outstanding assessments and subsequent assessment installments."

3.2 Directed Surplus Disposition

After consideration by the City's Finance and Governance Committee and at the direction of the City Council, the surplus funds in the Improvement Fund shall be used to call bonds ahead of schedule. The surplus funds will be transferred to the Redemption Fund to be used in a bond call and pay administrative costs. The call will result in reduced debt service payments due. After the funds have been transferred to the Redemption Fund, the City shall close the Improvement Fund.

3.2.1 BOND CALL FINANCIAL IMPACT (WITH ANNUAL CREDITS)

The bond call shall be performed with surplus funds, and assessment revenues are not planned to be collected in excess of debt service payments. This allows property owners to receive annual savings by receiving an annual levy credit in the amount of the difference between the assessment liens on the property and the actual debt service due on the Bonds. The approximate savings by property owner lien amount through the maturity of the Bonds is estimated in the table below.

TABLE 2. BOND CALL WITH ANNUAL CREDITS POTENTIAL OWNER SAVINGS

Lien %	Range of Savings	Count of Parcels	Total Savings
< 0.25%	< $500.00	329	$71,423.62
0.26 - 0.75	500.01 - 999.99	2	1,269.36
0.76- 2.99	1,000.00 - 4,999.99	7	19,692.97
3.00 - 6.49	5,000.00 - 14,999.99	9	87,612.26
> 6.50%	> 15,000.00	3	58,215.15
Totals:		**350**	**$238,213.36**

The total property owner principal and interest savings is estimated to be $238,213 with a single bond call of $180,000 in March 2025 with annual levy credits. This option spreads savings to property owners over the remaining life of the Bonds.

3.3 Top Owners by Assessment Lien

For contextual purposes, the top owners in the District by assessment lien are listed in the table below. These owners stand to receive the largest proportion of total savings from the bond call with annual levy credits.

TABLE 4. TOP DISTRICT PROPERTY OWNERS BY ASSESSMENT LIEN PERCENTAGE

Owner Name	Percent of Total Lien
OXNARD CRFL PARTNERS LLC	34.65%
CRFL FAMILY APARTMENTS LP	7.58%
WAGON WHEEL JUNCTION 15 LLC	7.51%
OXNARD TOWN SQUARE 12 LLC	5.23%
OXNARD TOWN SQUARE 13 LLC	5.09%
PK PLACE LLC	4.55%
MAYFAIR LLC	4.00%
Other	31.38%
Total:	**100.00%**

4. NOTICE OF COMPLETION

In 2013, the California Department of Transportation ("Caltrans") and the City of Oxnard (the "City") entered into an agreement by which the "facilities", identified in part as the Highway 101 and Oxnard Boulevard interchange and its improvements, were relinquished to the City from Caltrans. The Relinquishment Agreement provides that the "facilities" were "in a state of good repair", and the City holds that at that time, the improvements related to the Assessment District 2000-1 Bonds (the "Bonds") had been completed in full. The City did not file a notice of completion of the improvements described in the Assessment Engineer's report related to the Bonds, but declares them complete as of the execution of the Relinquishment Agreement with Caltrans.

5. RESOLUTION

The following pages contain the Resolution Declaring Surplus, Ordering Disposition of the Surplus, and Approving the Closeout Report to be passed by the City Council.

6. LEVY AND COLLECTION SUMMARY

The following pages provide a summary of the levies and collections for the District.

City of Oxnard

Delinquency Summary Report

As of: 10/18/2024

District	Due Date	Billed Amount	Paid Amount	Delinquent Amount	Delinquent Amount %	Billed Installments	Paid Installments	Delinquent Installments	Delinquent Installments %
2000-1 - A.D. 2000-1 Oxnard Blvd/Highway 101 Interchange									
	08/01/2003 Billing:								
	12/10/2003	$87,974.70	$87,974.70	$0.00	0.00%	22	22	0	0.00%
	04/10/2004	$87,974.70	$87,974.70	$0.00	0.00%	22	22	0	0.00%
	Subtotal:	**$175,949.40**	**$175,949.40**	**$0.00**	**0.00%**	**44**	**44**	**0**	**0.00%**
	08/01/2004 Billing:								
	12/10/2004	$89,312.96	$89,312.96	$0.00	0.00%	22	22	0	0.00%
	04/10/2005	$89,312.96	$89,312.96	$0.00	0.00%	22	22	0	0.00%
	Subtotal:	**$178,625.92**	**$178,625.92**	**$0.00**	**0.00%**	**44**	**44**	**0**	**0.00%**
	08/01/2005 Billing:								
	12/10/2005	$91,375.46	$91,375.46	$0.00	0.00%	22	22	0	0.00%
	04/10/2006	$91,375.46	$91,375.46	$0.00	0.00%	22	22	0	0.00%
	Subtotal:	**$182,750.92**	**$182,750.92**	**$0.00**	**0.00%**	**44**	**44**	**0**	**0.00%**
	08/01/2006 Billing:								
	12/10/2006	$92,571.20	$92,571.20	$0.00	0.00%	22	22	0	0.00%
	04/10/2007	$92,571.20	$92,571.20	$0.00	0.00%	22	22	0	0.00%
	Subtotal:	**$185,142.40**	**$185,142.40**	**$0.00**	**0.00%**	**44**	**44**	**0**	**0.00%**
	08/01/2007 Billing:								
	12/10/2007	$89,798.76	$89,798.76	$0.00	0.00%	22	22	0	0.00%
	04/10/2008	$89,798.76	$89,798.76	$0.00	0.00%	22	22	0	0.00%
	Subtotal:	**$179,597.52**	**$179,597.52**	**$0.00**	**0.00%**	**44**	**44**	**0**	**0.00%**
	08/01/2008 Billing:								
	12/10/2008	$90,645.45	$90,645.45	$0.00	0.00%	22	22	0	0.00%
	04/10/2009	$90,645.45	$90,645.45	$0.00	0.00%	22	22	0	0.00%
	Subtotal:	**$181,290.90**	**$181,290.90**	**$0.00**	**0.00%**	**44**	**44**	**0**	**0.00%**
	08/01/2009 Billing:								
	12/10/2009	$92,929.94	$92,929.94	$0.00	0.00%	22	22	0	0.00%
	04/10/2010	$92,929.94	$92,929.94	$0.00	0.00%	22	22	0	0.00%
	Subtotal:	**$185,859.88**	**$185,859.88**	**$0.00**	**0.00%**	**44**	**44**	**0**	**0.00%**

Copyright © 2012 by NBS

City of Oxnard

Delinquency Summary Report

As of: 10/18/2024

District	Due Date	Billed Amount	Paid Amount	Delinquent Amount	Delinquent Amount %	Billed Installments	Paid Installments	Delinquent Installments	Delinquent Installments %
2000-1 - A.D. 2000-1 Oxnard Blvd/Highway 101 Interchange									
	08/01/2010 Billing:								
	12/10/2010	$91,823.08	$91,823.08	$0.00	0.00%	22	22	0	0.00%
	04/10/2011	$91,823.08	$91,823.08	$0.00	0.00%	22	22	0	0.00%
	Subtotal:	**$183,646.16**	**$183,646.16**	**$0.00**	**0.00%**	**44**	**44**	**0**	**0.00%**
	08/01/2011 Billing:								
	12/10/2011	$92,173.94	$92,173.94	$0.00	0.00%	22	22	0	0.00%
	04/10/2012	$92,173.94	$92,173.94	$0.00	0.00%	22	22	0	0.00%
	Subtotal:	**$184,347.88**	**$184,347.88**	**$0.00**	**0.00%**	**44**	**44**	**0**	**0.00%**
	08/01/2012 Billing:								
	12/10/2012	$90,984.54	$90,984.54	$0.00	0.00%	22	22	0	0.00%
	04/10/2013	$90,984.54	$90,984.54	$0.00	0.00%	22	22	0	0.00%
	Subtotal:	**$181,969.08**	**$181,969.08**	**$0.00**	**0.00%**	**44**	**44**	**0**	**0.00%**
	08/01/2013 Billing:								
	12/10/2013	$91,494.45	$91,494.45	$0.00	0.00%	30	30	0	0.00%
	04/10/2014	$91,494.45	$91,494.45	$0.00	0.00%	30	30	0	0.00%
	Subtotal:	**$182,988.90**	**$182,988.90**	**$0.00**	**0.00%**	**60**	**60**	**0**	**0.00%**
	08/01/2014 Billing:								
	12/10/2014	$90,061.94	$90,061.94	$0.00	0.00%	30	30	0	0.00%
	04/10/2015	$90,061.94	$90,061.94	$0.00	0.00%	30	30	0	0.00%
	Subtotal:	**$180,123.88**	**$180,123.88**	**$0.00**	**0.00%**	**60**	**60**	**0**	**0.00%**
	08/01/2015 Billing:								
	12/10/2015	$91,081.39	$91,081.39	$0.00	0.00%	30	30	0	0.00%
	04/10/2016	$91,081.39	$91,081.39	$0.00	0.00%	30	30	0	0.00%
	Subtotal:	**$182,162.78**	**$182,162.78**	**$0.00**	**0.00%**	**60**	**60**	**0**	**0.00%**
	08/01/2016 Billing:								
	12/10/2016	$89,908.90	$89,908.90	$0.00	0.00%	30	30	0	0.00%
	04/10/2017	$89,908.90	$89,908.90	$0.00	0.00%	30	30	0	0.00%
	Subtotal:	**$179,817.80**	**$179,817.80**	**$0.00**	**0.00%**	**60**	**60**	**0**	**0.00%**

Copyright © 2012 by NBS

City of Oxnard

Delinquency Summary Report

As of: 10/18/2024

District	Due Date	Billed Amount	Paid Amount	Delinquent Amount	Delinquent Amount %	Billed Installments	Paid Installments	Delinquent Installments	Delinquent Installments %
2000-1 - A.D. 2000-1 Oxnard Blvd/Highway 101 Interchange									
	08/01/2017 Billing:								
	12/10/2017	$90,369.47	$90,369.47	$0.00	0.00%	100	100	0	0.00%
	04/10/2018	$90,369.47	$90,369.47	$0.00	0.00%	100	100	0	0.00%
	Subtotal:	**$180,738.94**	**$180,738.94**	**$0.00**	**0.00%**	**200**	**200**	**0**	**0.00%**
	08/01/2018 Billing:								
	12/10/2018	$90,975.70	$90,975.70	$0.00	0.00%	175	175	0	0.00%
	04/10/2019	$90,975.70	$90,975.70	$0.00	0.00%	175	175	0	0.00%
	Subtotal:	**$181,951.40**	**$181,951.40**	**$0.00**	**0.00%**	**350**	**350**	**0**	**0.00%**
	08/01/2019 Billing:								
	12/10/2019	$92,600.08	$92,600.08	$0.00	0.00%	175	175	0	0.00%
	04/10/2020	$92,600.08	$92,600.08	$0.00	0.00%	175	175	0	0.00%
	Subtotal:	**$185,200.16**	**$185,200.16**	**$0.00**	**0.00%**	**350**	**350**	**0**	**0.00%**
	08/01/2020 Billing:								
	12/10/2020	$92,945.38	$92,945.38	$0.00	0.00%	199	199	0	0.00%
	04/10/2021	$92,945.38	$92,945.38	$0.00	0.00%	199	199	0	0.00%
	Subtotal:	**$185,890.76**	**$185,890.76**	**$0.00**	**0.00%**	**398**	**398**	**0**	**0.00%**
	08/01/2021 Billing:								
	12/10/2021	$92,766.21	$92,766.21	$0.00	0.00%	235	235	0	0.00%
	04/10/2022	$92,766.21	$92,766.21	$0.00	0.00%	235	235	0	0.00%
	Subtotal:	**$185,532.42**	**$185,532.42**	**$0.00**	**0.00%**	**470**	**470**	**0**	**0.00%**
	08/01/2022 Billing:								
	12/10/2022	$92,711.47	$92,711.47	$0.00	0.00%	269	269	0	0.00%
	04/10/2023	$92,711.47	$92,711.47	$0.00	0.00%	269	269	0	0.00%
	Subtotal:	**$185,422.94**	**$185,422.94**	**$0.00**	**0.00%**	**538**	**538**	**0**	**0.00%**
	08/01/2023 Billing:								
	12/10/2023	$96,237.75	$95,838.46	$399.29	0.41%	326	323	3	0.92%
	04/10/2024	$96,237.75	$95,838.46	$399.29	0.41%	326	323	3	0.92%
	Subtotal:	**$192,475.50**	**$191,676.92**	**$798.58**	0.41%	**652**	**646**	**6**	**0.92%**

Copyright © 2012 by NBS

City of Oxnard

Delinquency Summary Report

As of: 10/18/2024

District	Due Date	Billed Amount	Paid Amount	Delinquent Amount	Delinquent Amount %	Billed Installments	Paid Installments	Delinquent Installments	Delinquent Installments %
2000-1 - A.D. 2000-1 Oxnard Blvd/Highway 101 Interchange									
2000-1	**Total:**	**$3,841,485.54**	**$3,840,686.96**	**$798.58**	**0.002%**	**3,638**	**3,62**	**6**	**0.02%**

Copyright © 2012 by NBS

07-VEN-1-PM 15.1/21.1
07-VEN-34-PM 4.3/6.3
07-VEN-232-PM 0.0/0.4
Relinquishment of Route 1, 34 & 232
07223 – 4T6500

District Agreement No. 07-4870

RELINQUISHMENT AGREEMENT

This Agreement, entered into effective on FEBRUARY 20, 2013, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS", and the

CITY OF OXNARD, a body politic and a municipal corporation of the State of California, referred to herein as "CITY".

RECITALS

1. CALTRANS and CITY, pursuant to Streets and Highways Code (SHC) sections 73, 301, 334 and 532, are authorized to enter into a Cooperative Agreement in order to relinquish to CITY a portion of a State Highway within CITY's jurisdiction. SB 1366 (2008) amended SHC sections 301, 334 and 532.

2. CALTRANS intends to relinquish to CITY that portion of State Route 1 (SR 1) from Pleasant Valley Road to State Route 101, State Route 34 (SR 34) from Oxnard Boulevard (SR 1) to Rice Avenue and State Route 232 (SR 232) from Oxnard Boulevard to State Route 101 as shown in Exhibit A and Exhibit B, attached to and made a part of this Agreement, together referred to hereinafter as "RELINQUISHED FACILITIES". This relinquishment is based on SB 1366. CITY is willing to accept said RELINQUISHED FACILITIES upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and CALTRANS's recording of said Resolution in the County Recorder's Office.

3. CALTRANS and CITY agree that RELINQUISHED FACILITIES are currently in a state of good repair. CALTRANS and CITY have negotiated an understanding that CITY will accept and assume full maintenance, ownership, responsibility, control and liability in perpetuity over the RELINQUISHED FACILITIES in exchange for the payment of $1,000,000 or some other allocation made by CTC deemed to be in the best interest for CALTRANS.

4. Funds may not be available at the time of the CTC's Resolution of Relinquishment due to budgetary constraints. However, CALTRANS will make requests for allocation of $1,000,000 to CITY by the CTC when the funds become available.

5. The parties hereto intend to define herein the terms and conditions under which RELINQUISHED FACILITIES are to be accomplished.

SECTION I

CITY AGREES:

1. Execution of this Agreement constitutes CITY's waiver of CALTRANS's obligation to provide ninety (90) days prior notice of CALTRANS's "Intention to Relinquish" as set forth in Streets and Highways Code section 73.

2. To accept that allocation, determined by the CTC to be in the best interest of CALTRANS, as CALTRANS's only payment obligation for this RELINQUISHED FACILITIES.

3. Even if funds are not available with CALTRANS at the time of resolution of

relinquishment by CTC, to accept RELINQUISHED FACILITIES immediately upon recordation of CTC's Resolution in the County Recorder's Office and defer the receipt of payment for RELINQUISHED FACILITIES to a date when funding becomes available.

4. To accept ownership, including all of CALTRANS's current obligations, rights, title and interest in RELINQUISHED FACILITIES upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to CALTRANS.

5. To accept RELINQUISHED FACILITIES in their current environmental condition and setting, including, but not limited to, the presence of hazardous materials as described in the Memorandum issued by Department of Transportation, OEECS-Hazardous Waste Branch, on February 14, 2013 titled Hazardous Waste Assessment. CITY has received and reviewed a copy of the above-referenced Memorandum. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CALTRANS will not be responsible for any present or future remediation of said hazardous materials.

6. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CITY agrees to make all necessary changes of ownership of utility accounts with the utility companies applicable to RELINQUISHED FACILITIES, as shown on Exhibit C, attached to and made a part of this Agreement.

SECTION II

CALTRANS AGREES:

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, the RELINQUISHED FACILITIES.

2. Funds may not be available at the time of the CTC's Resolution of Relinquishment due to budgetary constraints and therefore CALTRANS will make requests for allocation of $ 1,000,000 to CITY by the CTC when the funds become available with the expectation that CTC will determine that this or some other allocation is in the best interest of CALTRANS.

3. To submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording.

4. To pay CITY, within thirty (30) days of approval of funding by CTC, the amount of $ 1,000,000 or any other allocation approved by the CTC. The payment of those funds will represent CALTRANS's only payment obligation for the purpose of the RELINQUISHED FACILITIES.

5. Thereafter, upon CITY's specific request, to transfer to CITY within sixty (60) days of such request, copies of available CALTRANS records and files for RELINQUISHED

FACILITIES, such as plans, survey data and right of way information.

6. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CITY agrees to make all necessary changes of ownership of utility accounts with the utility companies applicable to RELINQUISHED FACILITIES, as shown on Exhibit C, attached to and made a part of this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of any funds by the CTC.

2. CITY shall fully defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the Memorandum issued by Department of Transportation, OEECS-Hazardous Waste Branch, on February 14, 2013 titled Hazardous Waste Assessment, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred on or arise after the date of the recordation of the CTC's Resolution of Relinquishment.

3. CALTRANS shall fully defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the Memorandum issued by Department of Transportation, OEECS-Hazardous Waste Branch, on February 14, 2013 titled Hazardous Waste Assessment, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred or arose before the date of recordation of the CTC's Resolution of Relinquishment.

4. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under this Agreement.

5. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS will defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.

6. No alteration of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

7. This Agreement shall terminate upon recordation of the CTC's Resolution of Relinquishment for RELINQUISHED FACILITIES in the County Recorder's Office and payment by CALTRANS of $ 1,000,000 or any other allocation by CTC to CITY, except for those provisions which relate to indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

SIGNATURES

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
MICHAEL MILES
District Director

CITY OF OXNARD

By: _____
TIMOTHY B. FLYNN
Mayor

Attest: _____
DANIEL MARTINEZ
City Clerk

APPROVED AS TO FORM AND PROCEDURE:

_____
Attorney
Department of Transportation

APPROVED AS TO FORM AND PROCEDURE:

_____
ALAN HOLMBERG
City Attorney

CERTIFIRED AS TO FUNDS

_____
PAUL T. KWONG,
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

_____
Accounting Administrator

EXHIBIT "A" – Proposed Relinquishment – SR 1, 34 and 232

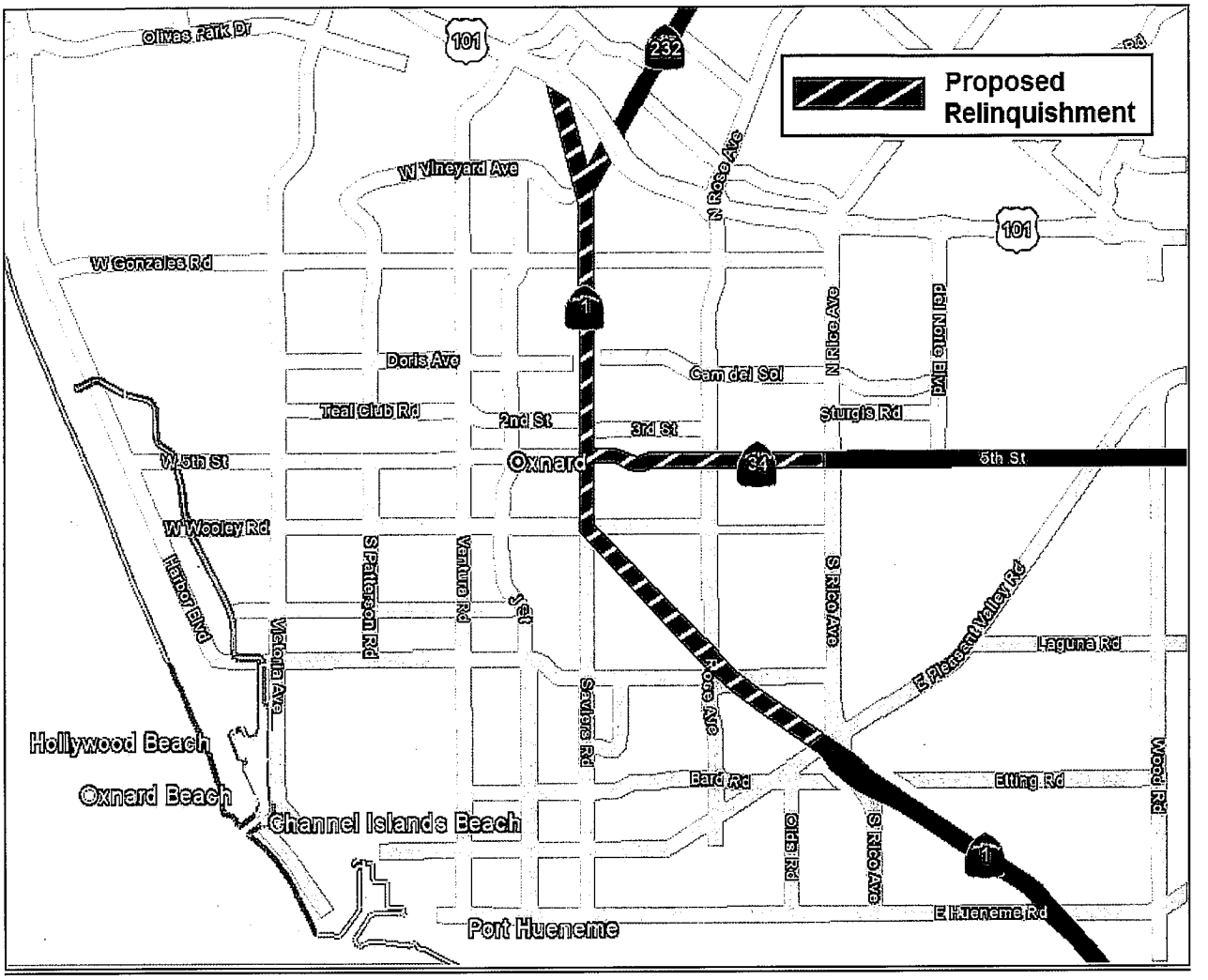


Exhibit "A"

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

STATE	FEDERAL PROJECT NO.
CALIF	

DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
07	VEN	1	15.1/21.1	1	2

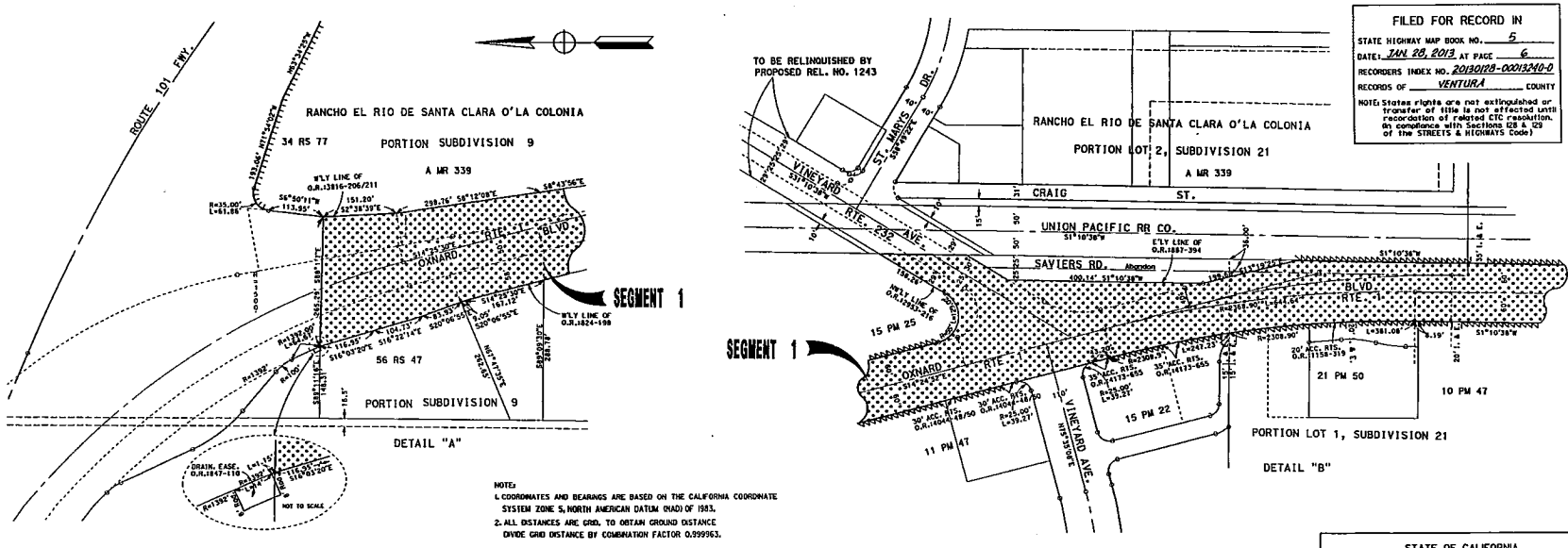
D. Diane Wells PLS
DISTRICT RIGHT OF WAY ENGINEER
PROFESSIONAL LAND SURVEYOR

Jan 24 2013
APPROVAL DATE

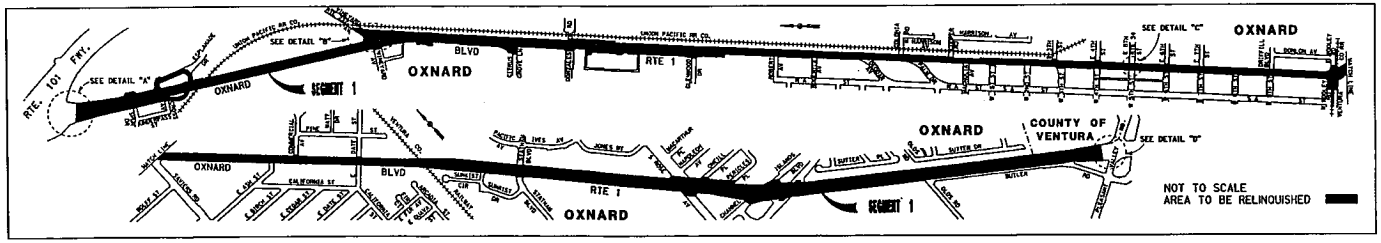
D. DIANE WELLS No. 6210 Exp. 12-31-14 PROFESSIONAL LAND SURVEYOR STATE OF CALIFORNIA

IN THE CITY OF OXNARD, ROUTE 1 (OXNARD BOULEVARD) FROM PLEASANT VALLEY ROAD TO ROUTE 101 FREEWAY

FILED FOR RECORD IN
STATE HIGHWAY MAP BOOK NO. 5
DATE: JAN 28, 2013 AT PAGE 6
RECORDERS INDEX NO. 20130128-00013240-0
RECORDS OF VENTURA COUNTY
NOTE: States rights are not extinguished or transfer of title is not effected until recordation of related CTC resolution. (In compliance with Sections 108 & 129 of the STREETS & HIGHWAYS Code)



NOTE:
1. COORDINATES AND BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 5, NORTH AMERICAN DATUM (NAD) OF 1983.
2. ALL DISTANCES ARE GRD. TO OBTAIN GROUND DISTANCE DIVIDE GRID DISTANCE BY COMBINATION FACTOR 0.999963.



STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

PROPOSED RELINQUISHMENT

0 100 200 300 400 FEET

AREA TO BE RELINQUISHED
ACCESS PROHIBITED
ACCESS TO BE RELINQUISHED

DR'N BY	ST	R/W MAP NO. 26027-C, F1754 P; 5270, F1755, F2232
C'LC BY	ST	CONTRACT NO.
C'K'D BY	AG	REL-1241
REVISED		

EXHIBIT "B" – Relinquishment Map – SR 1

Exhibit "B"
1 of 4

EXHIBIT "B" – Relinquishment Map – SR 1

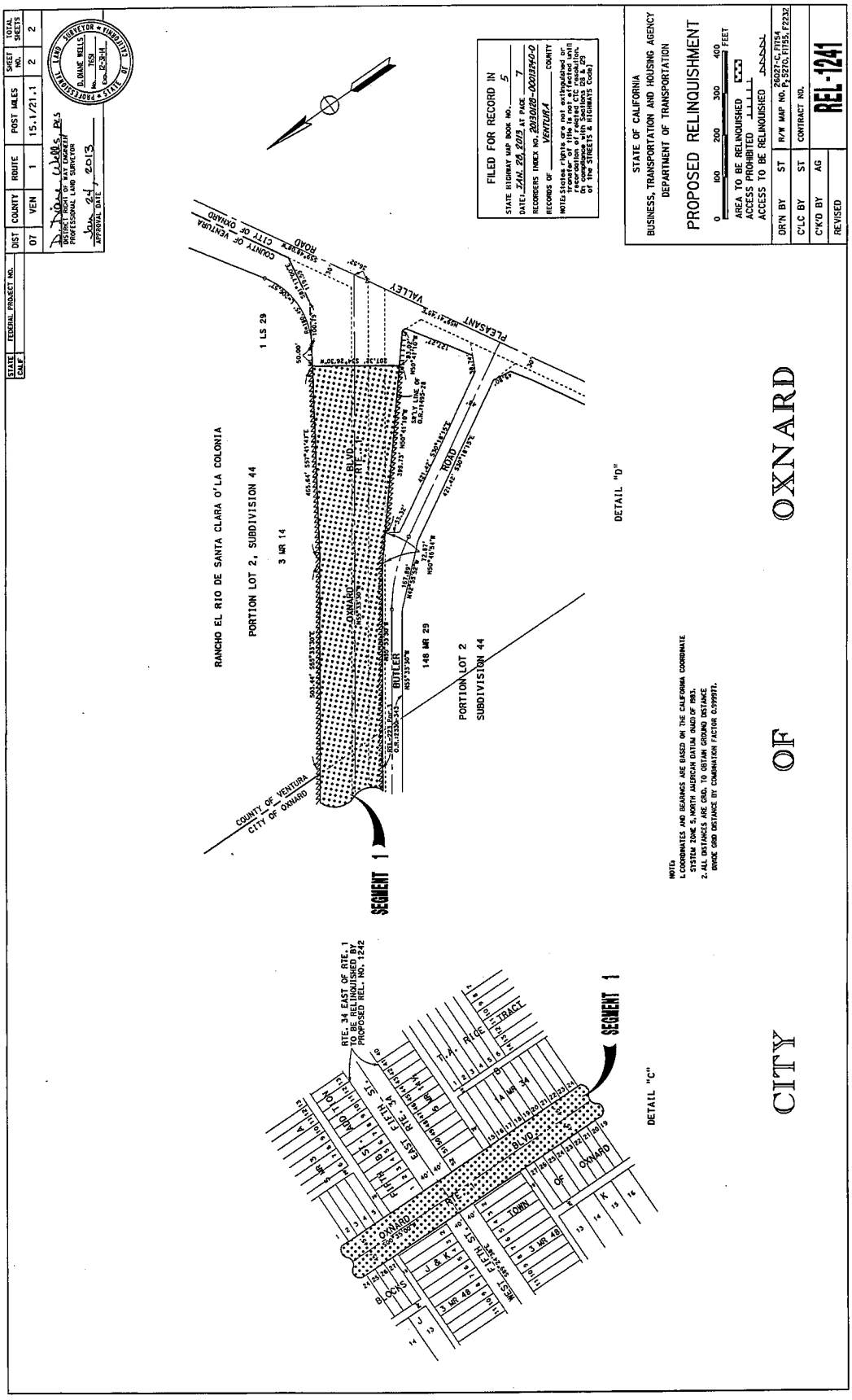


Exhibit "B"
2 of 4

STATE	FEDERAL PROJECT NO.	DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
CALIF		07	VEN	34	4.3/6.3	1	1

D. Diane Wells PLS
DISTRICT RIGHT OF WAY ENGINEER
PROFESSIONAL LAND SURVEYOR
Jan 24, 2013
APPROVAL DATE

D. DIANE WELLS No. 7651 Exp. 12-31-14 STATE OF CALIFORNIA PROFESSIONAL LAND SURVEYOR

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

IN THE CITY OF OXNARD, ROUTE 34 (EAST FIFTH STREET) FROM OXNARD BOULEVARD TO RICE AVENUE

RANCHO EL RIO DE SANTA CLARA O'LA COLONIA

BLOCKS J & K OF TOWN OF OXNARD

FIFTH ST. ADDITION

WEST FIFTH ST. S89°24'38"E

EAST FIFTH ST. S89°24'26"E RTE. 34

OXNARD BLVD. RTE. 1 S00°35'00"W

3 MR 48

5 MR 14½

FILED FOR RECORD IN
STATE HIGHWAY MAP BOOK NO. 5
DATE: JAN. 28, 2013 AT PAGE 8
RECORDERS INDEX NO. 20130128-00013241-0
RECORDS OF VENTURA COUNTY
NOTE: States rights are not extinguished or transfer of title is not effected until recordation of related CTC resolution. (In compliance with Sections 128 & 129 of the STREETS & HIGHWAYS Code)

RANCHO EL RIO DE SANTA CLARA
POR. SUB. 33
108 MR 49
UNION PACIFIC RR CO.
EAST FIFTH ST. RTE. 34 S89°51'40"E
S87°17'04"E 183.00' S89°51'40"E
POR. SUB. 35
8 PM 26

O'LA COLONIA
POR. SUB. 47
RTE. 34 S89°51'40"E
CITY OF OXNARD
COUNTY OF VENTURA
POR. SUB. 47
A MR 339

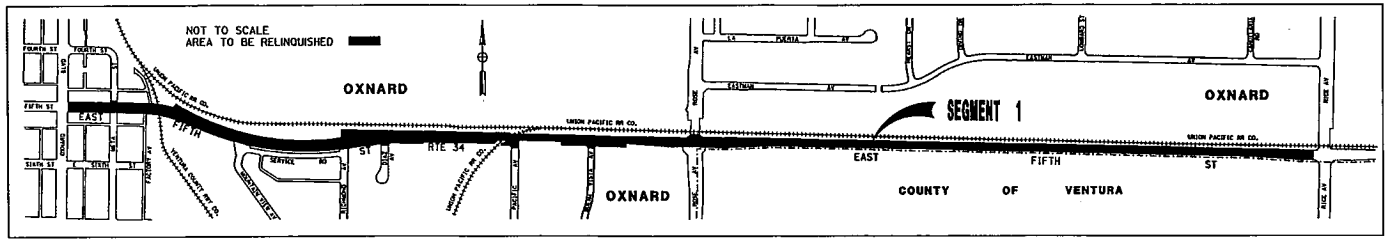
OXNARD AVE. S0°13'15"W
RICE S0°13'15"W

SEGMENT 1

TO BE RELINQUISHED BY PROPOSED REL. NO. 1241

POR. SUB. 31

NOTE:
1. COORDINATES AND BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 5, NORTH AMERICAN DATUM (NAD) OF 1983.
2. ALL DISTANCES ARE GRID. TO OBTAIN GROUND DISTANCE DIVIDE GRID DISTANCE BY COMBINATION FACTOR 0.999971.



STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

PROPOSED RELINQUISHMENT

0 50 100 150 200 FEET

AREA TO BE RELINQUISHED

DR'N BY ST	R/W MAP NO. P2 5270, P2 6461, P2 6462
C'LC BY ST	CONTRACT NO.
C'K'D BY AG	REL-1242
REVISED	

10

Exhibit "B"
3 of 4

EXHIBIT "B" – Relinquishment Map – SR 232

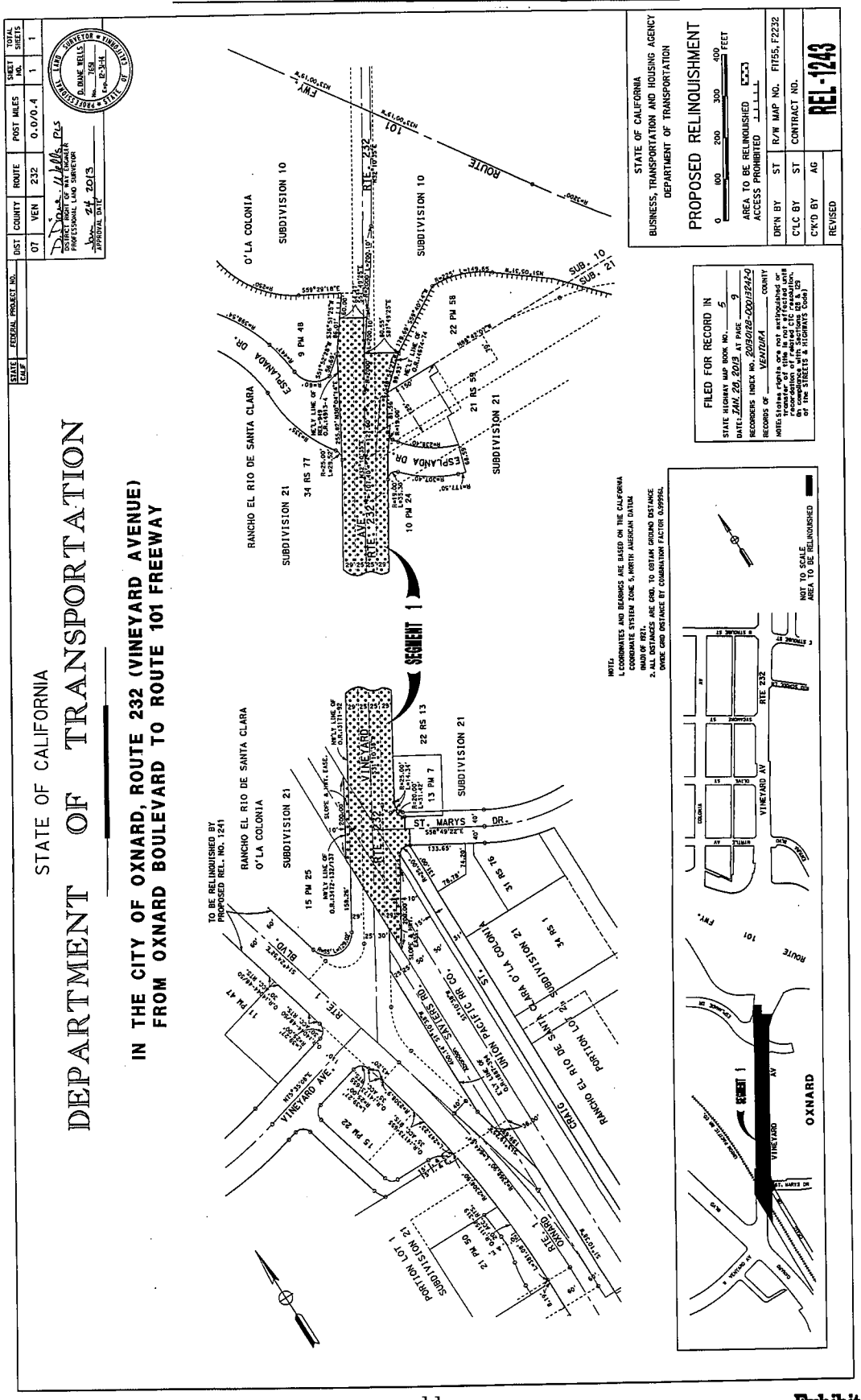


Exhibit "B"
4 of 4

EXHIBIT "C"
Relinquishment of Traffic Signals on State Route 1
From State to the City of Oxnard
Effective the date of recording of Relinquishment No 1241

Rte	PM	Location	Service Address	CT E#	Type of Equip	Meter #	Acct. #
1	16.123	Oxnard Bl.@Rose Av.	Rose Av @ Oxnard	E1390	Signal	8-917888	Oxnard
1	16.710	Oxnard Bl.@ Statham Bl Rose Av.	1993 S.Oxnard Bl.	E0707	Signal	203-3957	Oxnard
1	17.020	Oxnard Bl. @ Date St	518 1/2 E.Date	E0853	Signal	53-95322	Oxnard
1	17.660	Oxnard Bl. @Savier/Wooley	117 1/2 Wooley Rd.	E0099	Signal	3-119307	Oxnard
1	17.660	Oxnard Bl. @Savier/Wooley		EM130	Signal	3-119307	Oxnard
1	17.980	Oxnard Bl. @ Seventh	109 1/2 w 7th	E0105	Signal	53-93443	Oxnard
1	18.070	Oxnard Bl. @ Sixth St	109 1/2 w 6th St	E0639	Signal	203-6501	Oxnard
1	18.150	Oxnard Bl. @ Fifth St	445 1/2 S. Oxnard Bl	E0104	Signal	203-11226	Oxnard
1	18.260	Oxnard Bl. @ Fourth St	129 1/2 w 4th St	E0319	Signal	203-6500	Oxnard
1	18.440	Oxnard Bl. @ Second St	115 1/2 w 2nd	E1238	Signal	203-6704	Oxnard
1	18.520	Oxnard Bl. @ First St.	114 1/2 w 1st	E0102	Signal	53-88781	Oxnard
1	18.600	Oxnard Bl. @ Cooper	213 1/2 N. Oxnard Bl	E0937	Signal	53-89568	Oxnard
1	18.760	Oxnard Bl.@ Colonia Rd	114 1/2 E. Colonia Rd	E0101	Signal	3-120632	Oxnard
1	19.100	Oxnard Bl. @ Robert Av	831 1/2 N. Oxnard Bl	E1318	Signal	53-102919	Oxnard
1	19.310	Oxnard Bl. @ Glenwood Dr	111 1/2 W Glenwood Dr	E1144	Signal	53-102907	P-12712-M
1	19.620	Oxnard Bl. @ Gonzales Rd	103 1/2 w. Gonzales Rd	E0106	Signal	8-559634	P-01809-M
1	19.820	Oxnard Bl. @ Citrus Grove Ln	Oxnard Bl/Citrus	E1157	Signal	53-97148	Oxnard
1	20.110	Oxnard Bl. @ Vineyard Av	Hwy 1/Vineyard	E0100	Signal	3-111998	Oxnard
1	20.600	Oxnard Bl. @ El Rio UP		CT	Pump	D115-000861	D115-000861
1	20.751	Oxnard Bl. @ Explanade Dr	2636 1/2 N. Wagon Wheel Rd	E1501	Signal	308-638503	Oxnard

Note:
A copy of this Cooperative Agreement and its subsequent Relinquishment document will be forwarded to the Utility Company in order to transfer electrical accounts listed in this exhibit.

Exhibit "C"
1 of 3

EXHIBIT "C"
Relinquishment of Traffic Signals on State Route 34
From State to the City of Oxnard
Effective the date of recording of Relinquishment No 1242

Rte	PM	Location	Service Address	CT E#	Type of Equip	Meter #	Acct. #
34	4.371	E Fifth St @ Meta St	480 1/2 Meta St.	E1524	Signal	308-699949	Oxnard
34	5.310	E Fifth St @ Rose Av	1800 W. 5th St.	E0321	Signal	8-977413	Oxnard

Note:
A copy of this Cooperative Agreement and its subsequent Relinquishment document will be forwarded to the Utility Company in order to transfer electrical accounts listed in this exhibit.

Exhibit "C"
2 of 3

EXHIBIT "C"
Relinquishment of Traffic Signals on State Route 232
From State to the City of Oxnard
Effective the date of recording of Relinquishment No 1243

Rte	PM	Location	Service Address	CT E#	Type of Equip	Meter #	Acct. #
232	0.270	Vineyard @ Explanade Dr		E0974	Signal	308-881985	P-10829-M

Note:
A copy of this Cooperative Agreement and its subsequent Relinquishment document will be forwarded to the Utility Company in order to transfer electrical accounts listed in this exhibit.

FREEWAY MAINTENANCE AGREEMENT
WITH
CITY OF OXNARD

THIS AGREEMENT is made effective this 6th day of April, 20 22, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of Oxnard; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. On February 3, 1969, March 10, 1970, January 26, 1971 Freeway Agreements were executed between CITY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of STATE Highway Route (SR) 1, 34, and 101, declared a freeway, within the jurisdictional limits of the CITY.

2. Recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to identify the maintenance responsibilities of the CITY for areas lying within those modified freeway limits.

3. There are existing Freeway Maintenance Agreements, with CITY dated; July 18, 2006 and March 3, 2009. This Agreement is meant to replace or supersede the earlier Freeway Maintenance Agreements.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. PARTIES agree this Agreement shall supersede in its entirety the said Freeway Maintenance Agreement executed by PARTIES on July 18, 2006 and March 3, 2009.

2. Pursuant to Section 5 of the Freeway Agreements, CITY has resumed or will resume control and maintenance over each of the relocated or reconstructed CITY roads, frontage roads, and other STATE constructed local roads, except for any portion which is adopted by STATE as a part of the freeway proper.

3. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.

4. CITY agrees to continue their control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on that attached hereto, Exhibit A and B and made a part hereof by this reference.

5. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' maintenance responsibility as described herein, and there is mutual agreement on a change in the maintenance responsibilities between PARTIES, the PARTIES can revise the Exhibit A and B by a mutual written-execution of each of the exhibits.

6. CITY must obtain the necessary Encroachment Permits from STATE's District 07 Encroachment Permit Office prior to entering STATE right of way to perform CITY's maintenance responsibilities. This permit will be issued at no cost to CITY.

7. VEHICULAR OVERCROSSINGS

7.1. CITY will maintain, at CITY expense, the deck wearing surface and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, fibers, etc.) that may be required for the benefit or control of traffic using that overcrossing.

7.2. As directed by section 92.6 of the Streets and Highways Code, at locations determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed. All screens installed under this program will be maintained by STATE, at STATE expense.

8. PEDESTRIAN/BICYCLE OVERCROSSINGS (non-vehicular) constructed as a permitted encroachment within STATE's right of way. CITY is solely responsible for, but not limited to, the structural adequacy, lighting, fencing, guard railing, drainage facilities, graffiti removal, sweeping and debris removal, signing, and striping, slope paving and delineation. CITY will maintain, at CITY expense, a safe facility for pedestrian and bicycle use along the entire length of the structure and the public use of the STATE highway beneath, by providing structure inspection, and structure maintenance.

9. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

9.1. CITY will maintain the CITY paved roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations and traffic service facilities, and fiber

that may be required for the benefit or control of traffic using that undercrossing.

9.2 CITY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between CITY roadway surface and the structure that results from modifications to the roadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's Transportation Permit Engineer prior to starting work. Upon completion of that work, a vertical clearance diagram will be furnished to STATE's Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

10.WALLS, SOUNDWALLS, AND COLUMNS – CITY is responsible for debris removal, cleaning, and painting to keep CITY's side of any wall structure or column free of debris, dirt, and graffiti.

11. LANDSCAPED AREAS CITY/COUNTY is responsible for the maintenance of any plantings or other types of roadside improvements of PROJECT lying outside of the fenced area restricting walk-on access to the freeway.

12.INTERCHANGE OPERATION - It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

13.ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES

13.1. The cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed at interchanges and at ramp connections to CITY streets and roads of SR 1, 34, 101 shall be shared by the PARTIES through an "Electrical Cost Sharing Agreement". There is an existing "Agreement of Sharing Cost for State Highway Electrical Facilities with the State of California" dated; August 1, 1986.

13.2. Timing of traffic signals, which shall be coordinated with CITY to the extent that no conflict is created with freeway operations, shall be the sole responsibility of STATE.

14.BICYCLE PATHS, LANES, AND CYCLE TRACKS constructed as permitted encroachments within STATE's right of way, CITY is solely responsible for all permitted improvements, including but not limited to the delineation, fencing, guard railing, drainage facilities, slope and structural adequacy. CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entire length of the

path/lane/cycle track by providing sweeping and debris removal when necessary; and all signing and striping, and pavement markings required for the direction and operation of that non-motorized facility.

15. CITY is solely responsible to inspect and maintain the entire structure of flood wall/berm and flood protection system constructed as permitted encroachments over and near old Wagon Wheel, including but not limited to, landscape and irrigation, drainage devices and fencing, and slope stabilization. CITY is responsible to keep the flood wall and berm free of dirt and graffiti.

16. LEGAL RELATIONS AND RESPONSIBILITIES

16.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

16.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

16.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

17. PREVAILING WAGES:

17.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition,

installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

17.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

17.3. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the Agreement location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

17.4. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY 's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

18. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

19. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF OXNARD

By: _____
Mayor

Initiated and Approved

By: _____
City Manager

ATTEST

By: _____
for City Clerk

By: _____
City Attorney

STATE OF CALIFORNIA DEPARTMENT
OF TRANSPORTATION

By: _____
Godson Okereke
Deputy District Director
Maintenance District 7

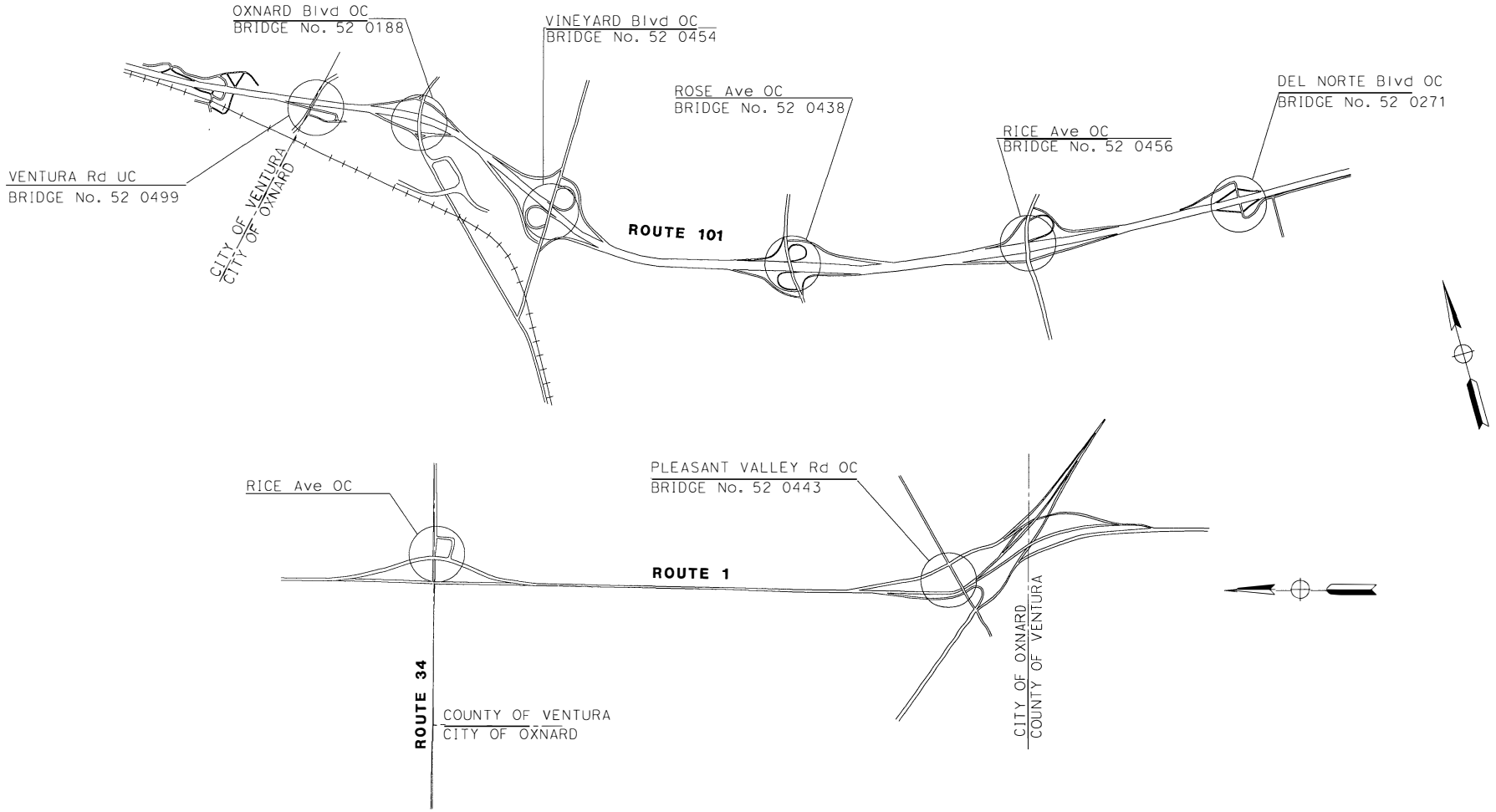
EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY road(s) and facilities)

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	VEN	1, 34, 101	VARIES	1	9

LEGEND:

——·—— CITY'S JURISDICTION LINITS



TITLE SHEET

EXHIBIT "A"

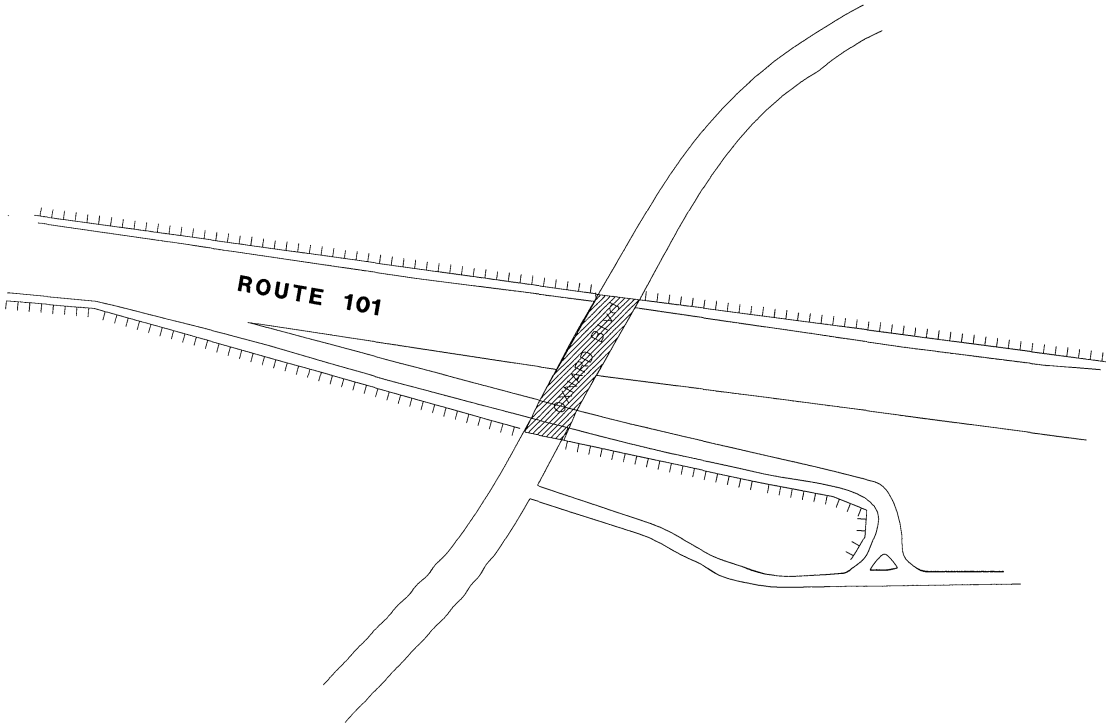
NO SCALE

DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
07	VEN	101	23.7	7	9

LEGEND:

CITY IS RESPONSIBLE TO MAINTAIN AT CITY'S EXPENSE

STATE'S RIGHT OF WAY LIMITS



VENTURA ROAD UNDERCROSSING
BRIDGE NUMBER 52 0499

EXHIBIT "A"

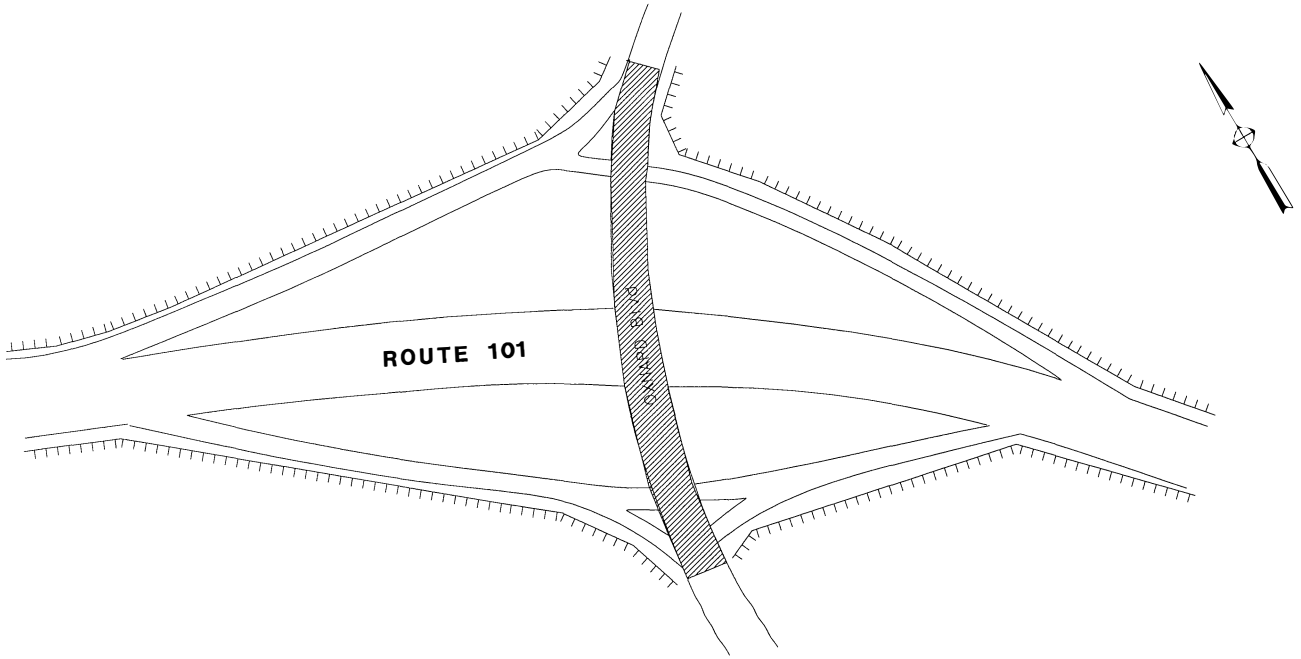
NO SCALE

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	VEN	101	22.0	6	9

LEGEND:

CITY IS RESPONSIBLE TO MAINTAIN AT CITY'S EXPENSE

STATE'S RIGHT OF WAY LIMITS



OXNARD BOULEVARD OVERCROSSING
BRIDGE NUMBER 52 0188

EXHIBIT "A"

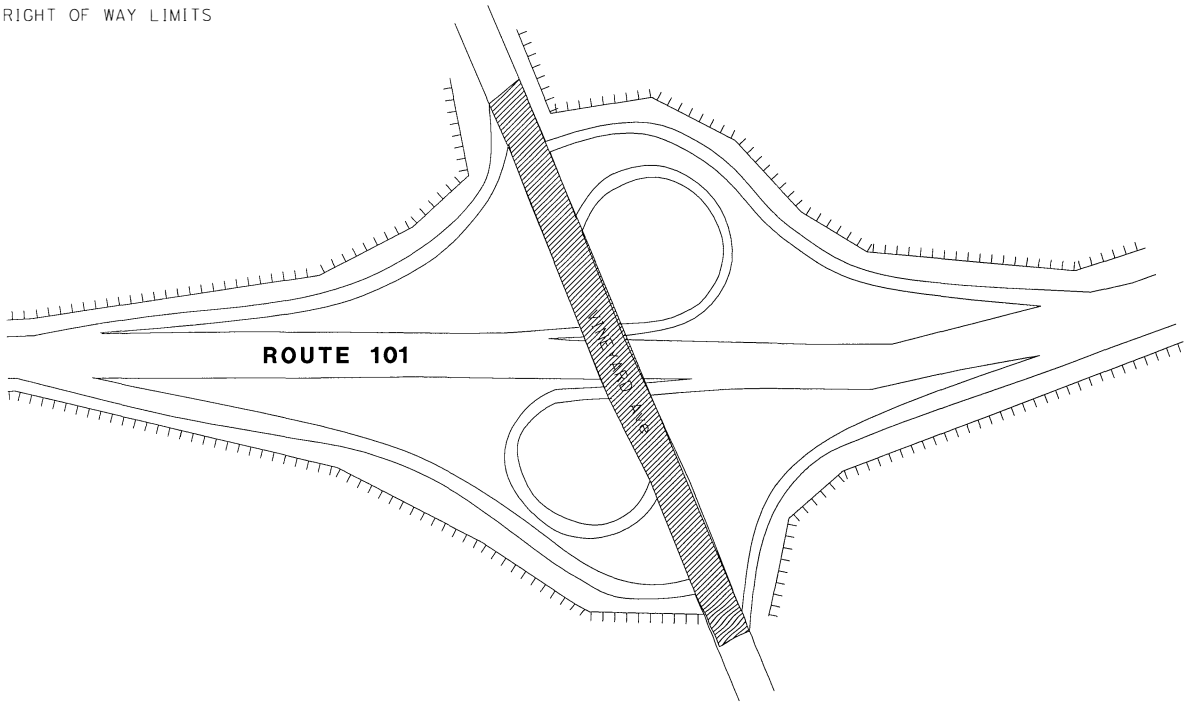
NO SCALE

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	LA	101	21.98	5	9

LEGEND:

CITY IS RESPONSIBLE TO MAINTAIN AT CITY'S EXPENSE

STATE'S RIGHT OF WAY LIMITS



VINEYARD AVENUE OVERCROSSING
BRIDGE NUMBER 52 0454

EXHIBIT "A"

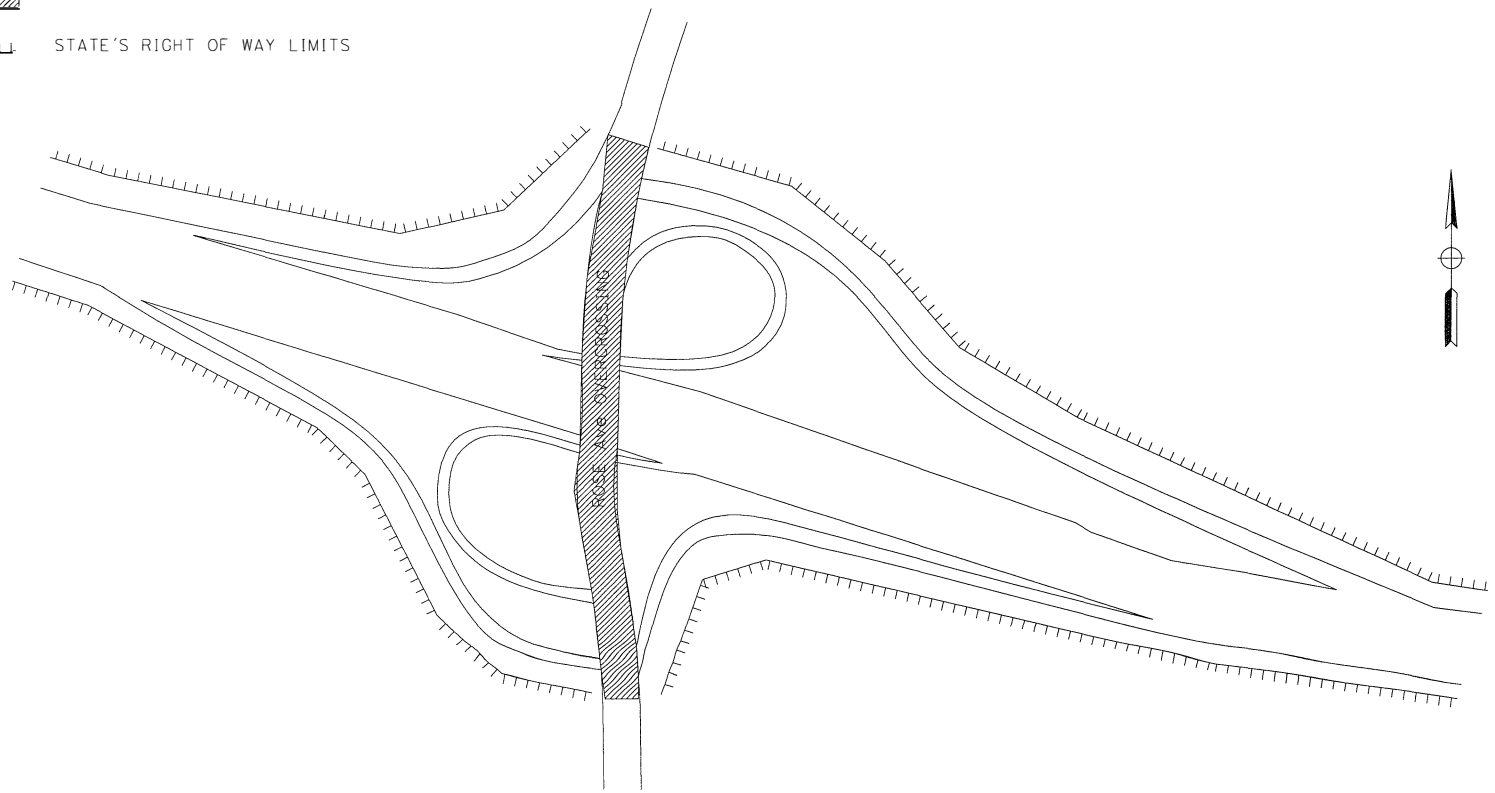
NO SCALE

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	VEN	101	21.01	4	9

LEGEND:

CITY IS RESPONSIBLE TO MAINTAIN AT CITY'S EXPENSE

STATE'S RIGHT OF WAY LIMITS



ROSE AVENUE OVERCROSSING
BRIDGE NUMBER 52 0438

EXHIBIT "A"

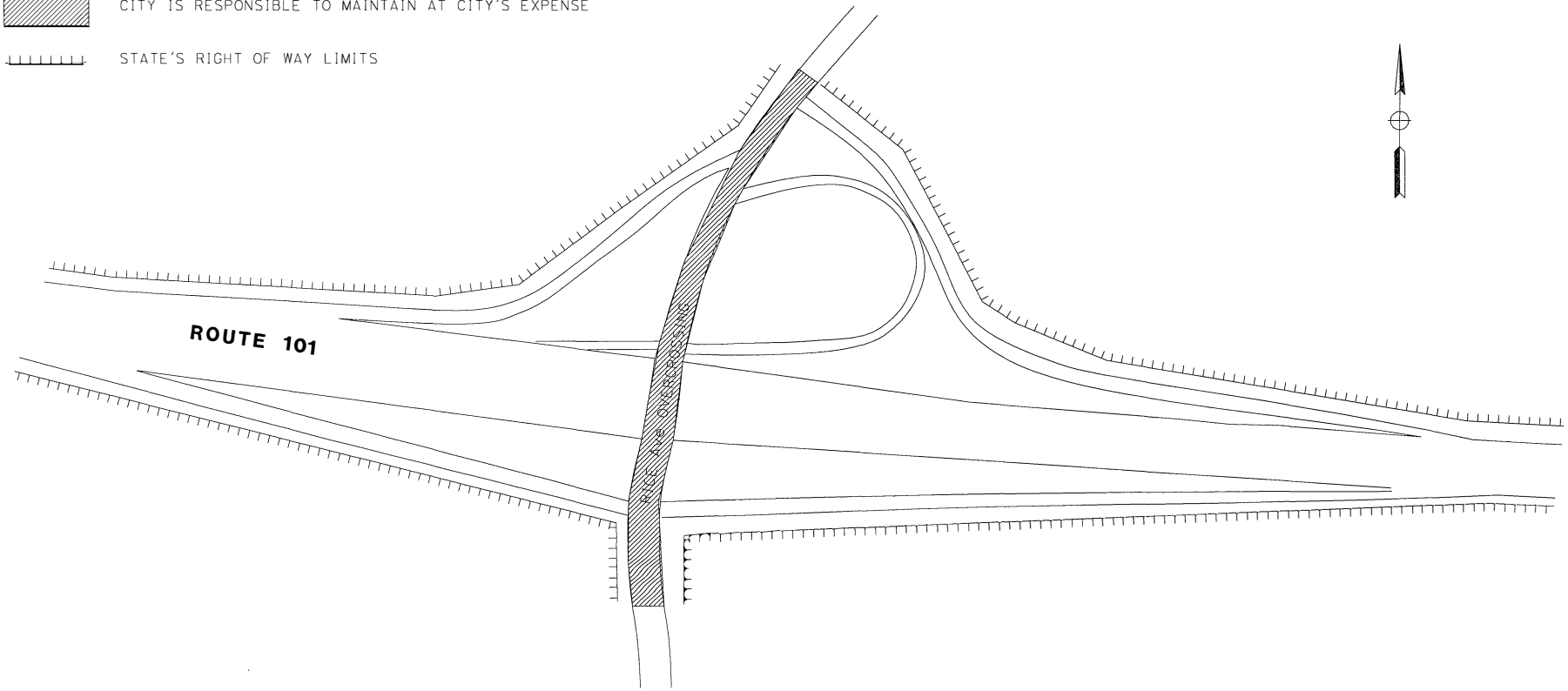
NO SCALE

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	VEN	101	20.08	3	9

LEGEND:

CITY IS RESPONSIBLE TO MAINTAIN AT CITY'S EXPENSE

STATE'S RIGHT OF WAY LIMITS



RICE AVENUE OVERCROSSING
BRIDGE NUMBER 52 0456

EXHIBIT "A"

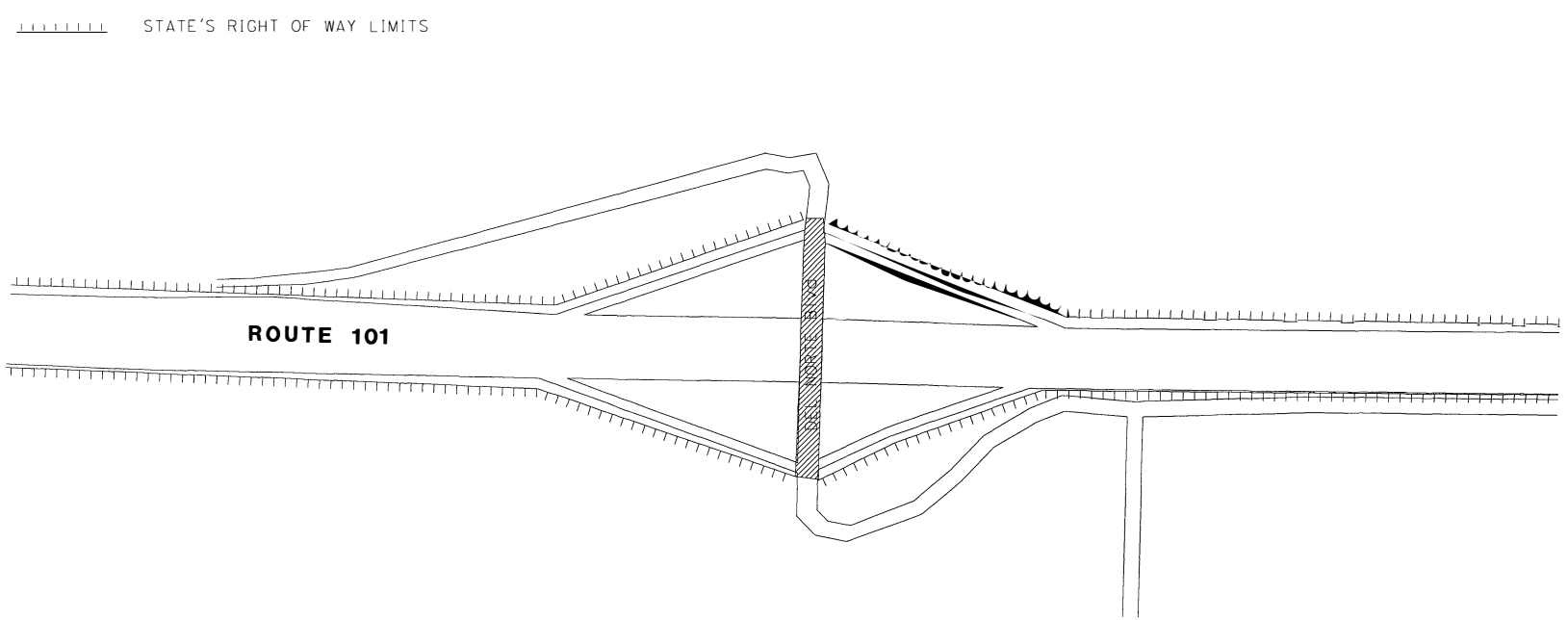
NO SCALE

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	VEN	101	19.17	2	9

LEGEND:

CITY IS RESPONSIBLE TO MAINTAIN AT CITY'S EXPENSE

STATE'S RIGHT OF WAY LIMITS



DEL NORTE BOULEVARD OVERCROSSING
BRIDGE NUMBER 52 0271

EXHIBIT "A"

NO SCALE

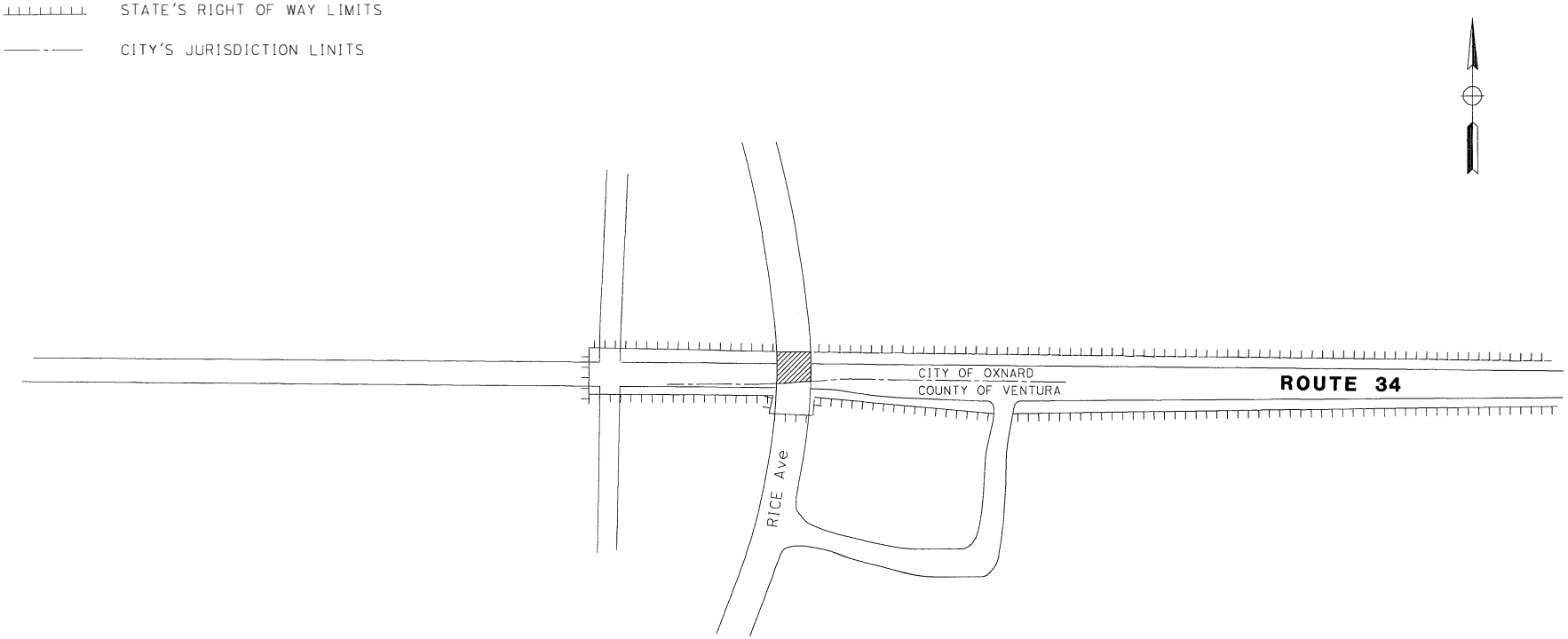
DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
07	VEN	34	6.4	8	9

LEGEND:

CITY IS RESPONSIBLE TO MAINTAIN AT CITY'S EXPENSE

STATE'S RIGHT OF WAY LIMITS

CITY'S JURISDICTION LINITS



RICE AVENUE OVERCROSSING

EXHIBIT "A"

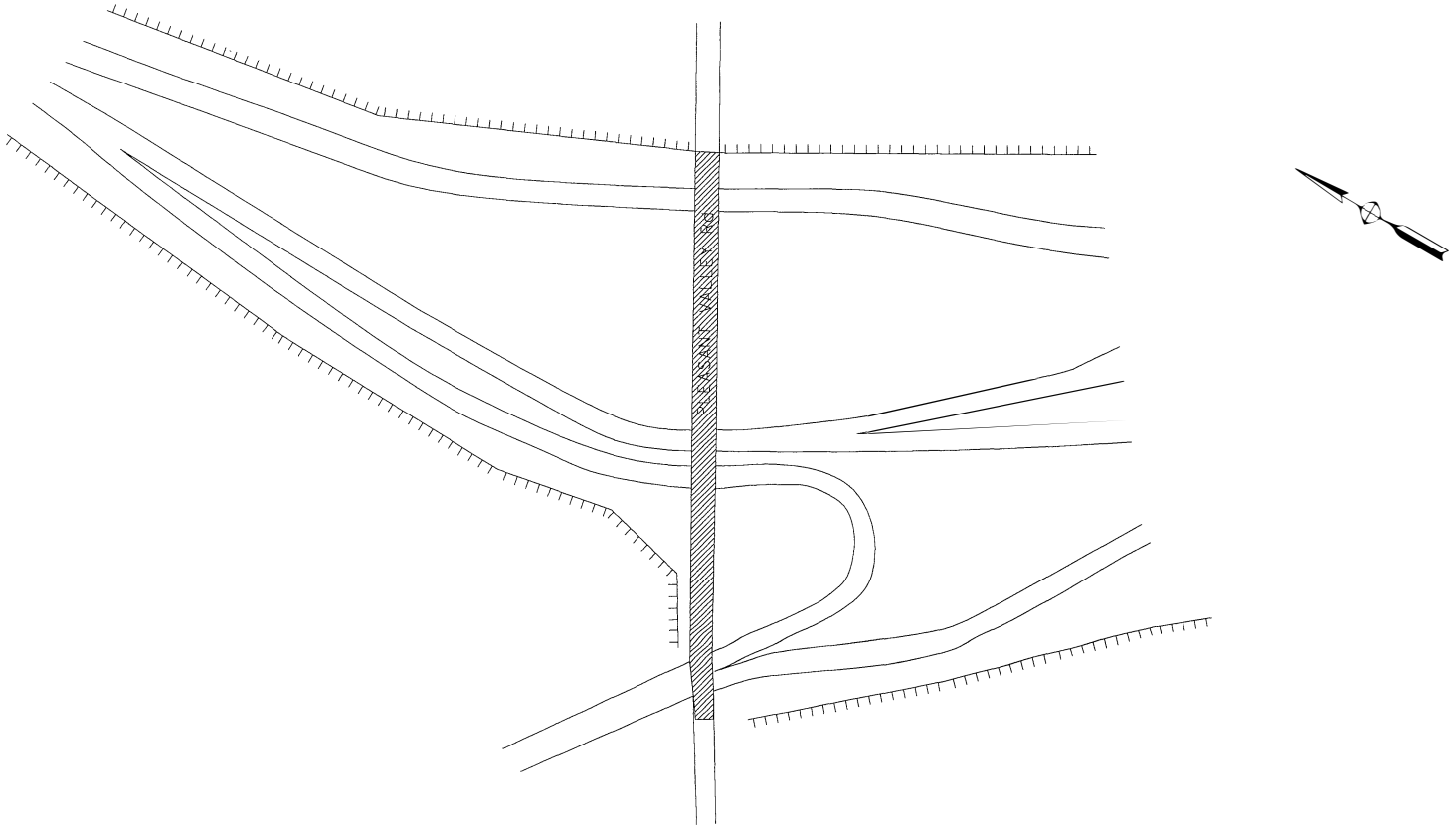
NO SCALE

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	VEN	1	15.01	9	9

LEGEND:

CITY IS RESPONSIBLE TO MAINTAIN AT CITY'S EXPENSE

STATE'S RIGHT OF WAY LIMITS



PLEASANT VALLEY ROAD OVERCROSSING
BRIDGE NUMBER 52 0443

EXHIBIT "A"

NO SCALE

EXHIBIT B

(Letter of Certificate of City of Oxnard Statement of Self Insurance)

California Department of Transportation
100 South Main Street, MS 03
Los Angeles, CA 90012 March 1, 2022

ATTN: Godson Okereke, Deputy District Director, Maintenance

RE: Statement of Self Insurance for the City of Oxnard (CITY) Related to Freeway Maintenance Agreement with State of California Department of Transportation ("STATE") for the maintenance responsibilities of CITY within STATE's right ofway along Highway 1, 34, 101.

Dear Mr. Okereke,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 17.3 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquires through my office.

Sincerely,

Betsy George,
Chief Financial Officer
City of Oxnard

Resolution for AD 2000-1 Improvement Fund Account Closeout and Budget Appropriation.

City Council
January 7, 2025

Anthony Miller
Special Districts Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize:

1. Authorize a budget appropriation in the amount of $16,500 within Special Districts account Fund 500, Subfund 50503801, for the cost of administering the Improvement Fund closeout and completing a final arbitrage rebate yield calculation; and
2. Adopt a resolution declaring a surplus, ordering disposition of the surplus within the Improvement Fund of Assessment District 2000-1 (Oxnard Boulevard/Highway 101 Interchange project) to call bonds ahead of schedule, and approving the Closeout Report.

BACKGROUND

- AD 2000-1 Oxnard Blvd/Hwy 101 Interchange is an Integrated Financing District (referred to as an Assessment District) formed under the California Streets and Highways Code Municipal Improvement Act of 1913 by the Oxnard City Council on December 19, 2000. The Bonds were issued on August 14, 2003, under the Improvement Bond Act of 1915.

BACKGROUND

- The District was formed for the purpose of financing the construction of the interchange improvements including an eight-lane overcrossing to connect Oxnard Boulevard over U.S. Highway 101, northbound and southbound on and off ramps for U.S. Highway 101, widening of U.S. Highway 101, traffic signals, landscaping and irrigation, decorative lighting, railings, sidewalks, curbs and gutters, pedestrian and bicycle paths, and other appurtenant work.

BACKGROUND

- This project was funded with the issuance of a limited obligation improvement bond in the total amount of $2,335,000. This included specific funds deposited for the purpose of constructing these improvements in an "Improvement Fund" account with an original amount of $2,106,242.50.

- Construction of this interchange was completed in 2015. After completion, there was a remaining amount of $182,375.06 in the Improvement Fund Account that was authorized to be distributed in a manner consistent with the Bond Indenture and California Streets and Highways Code Section 10427.

DISCUSSION

- After the completion of major infrastructure projects that were funded through bond proceeds, it is not uncommon for some unspent funding to remain within the improvement fund accounts. Typically, these fund accounts are closed out shortly after the completion of the project, so that they do not present the possibility of incurring arbitrage.

- Arbitrage is the act of making a profit by purchasing something at a lower price and selling it at a higher price. Therefore, arbitrage rules exist to prevent municipalities from issuing bonds for the sole purpose of profit and investment opportunities.

DISCUSSION

- The close-out of this fund can be performed in multiple ways. However, the recommended action of the City's Finance and Governance Committee meeting that was held on December 10, 2024, is to proceed with Option #2 (discussed below), to call the bonds to reduce the principal and interest and provide an annual levy credit.

- This staff report includes the information that was presented to the Finance and Governance Committee for full consideration by the City Council. However, the attached report as prepared by NBS, only includes the information relevant to the Finance and Governance Committee recommended action.

DISCUSSION

- All figures presented in the NBS report are estimated, as they are based on necessary assumptions to generate the expected bond payoff amount and schedule. The following table of "Pros" and "Cons" details each option as presented to the Finance and Governance Committee.

Option 1- Credit the assessment levy for FY 2025-26

- Pro
  - FY 2025-26 assessment levy would be reduced by approximately 93.5%. Property owners in the district would only be responsible for their share of approximately $13,000 for FY 2025-26.
  - Would allow for the earliest property owner savings.
  - Can fully commit all remaining funds ($182,375.06)
- Con
  - FY 2025-26 assessment levy would be substantially lower for only one year, potentially misleading property owners into believing future levy amounts will be the same.
  - Would not result in long-term principal and interest savings.
  - Would only provide a fiscal benefit to property owners in FY 2024-25.

DISCUSSION

Option 2- Call bonds to reduce the principal and interest and provide an annual levy credit (STAFF AND F&G COMMITTEE RECOMMENDED)

- Pro
  - Would reduce annual assessments with a levy credit each year for the remaining life of the bonds.
  - Total savings to property owners estimated at approximately $238,213 for the remaining life of the bond.
  - Can fully commit all remaining funds ($182,375.06)
  - Would provide a benefit (savings) to the greatest possible number of property owners as savings would be realized every year until the bond is paid.
- Con
  - Would not result in highest long-term principal and interest savings.

Option 3- Call bonds to reduce the principal and interest, levy in excess, and perform annual bond calls

- Pro
  - Would provide the greatest financial relief only if they owned the property the entire time after the bond call until the bond is fully paid (early).
  - Would reduce the overall remaining life of the bond by 1 to 2 years.
  - Total savings to property owners estimated at approximately $340,343.62.
  - Can fully commit all remaining funds ($182,375.06)
- Con
  - The annual assessment amounts would remain the same.
  - Savings would only be realized by property owners who own at the time of the final bond payment.
  - Total savings would not be realized for 7 to 8 years. (est.)
  - Could incur additional administrative expenses to perform annual bond calls

DISCUSSION

- After discussion, the Finance and Governance Committee recommended only selecting Option 2 above. However, City Council has the authority to use multiple combinations of the three options for the disposition of the funds, but the impacts of the choices would be minimal while requiring additional time and resources of staff and consultants to formulate.

- Two example options have been provided below to inform the City Council of what can be recommended and how it may affect the District's property owners.

DISCUSSION

1. **Application of a 50% Improvement Fund surplus levy credit and a 50% surplus March 2025 bond call with no excess collections. -** This option would include no excess collections in future years, resulting in an annual levy credit in the amount of the difference between the principal and interest to be billed from the original lien schedule, and the principal and interest due based on the savings from the March 2025 bond call.

   The levy in FY 2025-26 would be reduced to approximately 37% of the original principal and interest scheduled due to the levy credit and debt variance. Subsequent years would result in a levy reduced to an average of 90% of the annual principal and interest due from the original lien schedule. Total savings through FY 2032-33 would be approximately $212,413. All property owners between FY 2025-26 and the bond maturity would see some savings on their annual property tax bill. However, total savings would be less than if the entire amount was applied to the bond principal (Option 2 above).

2. **Application of a 50% Improvement Fund surplus levy credit and a 50% surplus March 2025 bond call with excess collections.** - This option would include excess collections in future years, allowing for additional annual bond calls and maximum savings over the life of the assessment. The accumulated overpayments would be used to call bonds ahead of schedule, resulting in an early retirement of the debt. Property owner savings would be realized in FY 2025-26 and in FY 2031-32, but levies between those times would remain the same as in previous years.

   The levy in FY 2025-26 would be reduced to approximately 47% of the original principal and interest scheduled due to the one-time 50% surplus levy credit. Subsequent years would result in levies at 100% of the original scheduled principal and interest, except that the final year of assessment billing would occur in 2031, providing a final levy of approximately 63% of the originally scheduled lien amount, and 100% savings of the final scheduled lien amount due in 2032. Total savings through FY 2032-33 would be approximately $324,194. However, total savings would be less than if the entire amount was applied to the bond principal and if excess levies were applied (Option 3 above).

DISCUSSION

- Due to the complexity of these combination options and their limited impact on overall savings in exchange for a limited single-year levy credit, staff did not recommend either of these to the Finance and Governance Committee over Option 2 as listed in the Recommendation.
- Finally, this process is generally triggered after a Notice of Completion is issued at the end of the project. However, in this case, Caltrans was the lead agency responsible for the construction of the project. Caltrans completed the project in 2013 and via Relinquishment Agreement #07-4870, transferred portions of the improvements to the City.

DISCUSSION

The Relinquishment Agreement does not mention the improvements funded by the bonds as specifically completed by Caltrans. However, it is inferred that the improvements were complete at the time the City acquired the "facilities" in 2013, which is why the City did not file a standard Notice of Completion.

FINANCIAL IMPACT

- The estimated surplus in the Improvement Fund as of December 15, 2024, is projected to be $182,375.06 after costs associated with closeout have been paid and interest earnings accounted for. The financial impact of this closeout is dependent upon the action of the City Council and will be consistent with the results as detailed in the attached report (Attachment 1).
- Impacts based on the F&G Committee recommendation in Assessment District Fund 500, Subfund 50503801:

Options	Amount
Current Balance	$182,375.06
Option 2- Call bonds to reduce the principal and interest and provide an annual levy credit	-$165,875.06
Budget appropriation for $16,500 in Assessment District	-$16,500
Balance	$0

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. J.3

DATE: January 7, 2025

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Consideration of Request by Councilman Starr to Eliminate the City Council Committee Structure

RECOMMENDATION

That the City Council:

1. Discuss the request by Councilman Starr to eliminate the City Council Committee structure; and
2. Determine if it wishes to direct staff to bring back an ordinance repealing Oxnard City Code Section 2-1.1 regarding the establishment of City Council Committees.

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

BACKGROUND

At the special City Council meeting of December 11, 2024, Councilman Starr requested that staff agendize an item on the City Council agenda to consider the elimination of the City Council committees by repealing Oxnard City Code Section Section 2-1.1

While such an item would normally first be considered by the Finance and Governance Committee, the City Council Procedures Manual allows, at the discretion of the Mayor and Mayor Pro Tem, for the item to bypass committee and be presented to the City Council for consideration at the next meeting if the need for action requires the item to be considered sooner. The Mayor and Mayor Pro Tem authorized Councilman Starr's request to place an item regarding the elimination of the City Council committees on the January 7, 2025 City Council agenda.

Discussion

The formal City Council Committee structure was created effective January 2019 in response to the expansion of the City Council from a Mayor plus four at-large Councilmembers to a Mayor plus six Councilmembers elected from districts. The Committee structure allows City business to be vetted more thoroughly and deeply, with each Committee handling a specific set of topics.

Each Council Committee is composed of three members, with each Committee taking formal votes and forwarding its recommendations to the full Council for formal action on the consent agenda, unless the item is a new expenditure of more than $1 million or an item is known to be significant to the community. Any Councilmember or the Mayor has the right to pull any consent agenda item for further discussion.

Not every item of business goes through the committee process. Examples include payment to vendors for projects already approved by Council, acceptance of grant awards, presentations from outside agencies and annual updates. The Council also has the option of sending specific items to or back to committees for further vetting. Attached are the

original staff report and powerpoint from October 2018 outlining the rationale for the Council Committee structure.

The specific provision of the Oxnard City Code that Councilmember Starr proposes to eliminate provides as follows:

"SEC. 2-1.1. ESTABLISHMENT OF CITY COUNCIL COMMITTEES.
(A) The following city council committees shall consist of three city council members per committee, appointed by the mayor and approved by at least four city councilmembers:
(1) The finance and governance committee;
(2) The public works and transportation committee;
(3) The community services, public safety, housing & economic development committee.
(B) Regular city council committee meetings- Unless otherwise approved by city council action, the city council committees shall conduct regular meetings on the second and fourth Tuesdays of every month in the city council chambers at 305 West Third Street at a time set by resolution of the city council.
(C) The city council shall adopt bylaws for each committee setting forth the powers and duties of the city council committees established in this section."

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS
1. City Council Committee Structure 10.23.2018
2. City Council Committee Structure Presentation 10.23.2018

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 2

DATE: October 23, 2018

TO: City Council
Housing Authority

FROM: Alexander Nguyen
City Manager

SUBJECT: City Council Committee Structure (10/20/10)

CONTACT: Alexander Nguyen, City Manager
Alexander.Nguyen@oxnard.org, 805-385-7430

RECOMMENDATION:

1. That City Council approve the first reading by title only and waive further reading of an ordinance amending Chapter 2 Article I Section 2-1 and adding Section 2-1.1 to the City Code regarding the regular Council meeting schedule and establishing City Council committees; and
2. That the Housing Authority adopt a resolution establishing the Housing Authority as a nine member body and repealing Resolution No. 1291.

BACKGROUND

The City of Oxnard is changing from a Mayor plus four Councilmembers-at-large model to a Mayor-at-large plus six district-elected Councilmembers model, after the November 2018 election. To prepare for this transition, the administration must make changes to the process by which the City conducts its business in order to be efficient, effective, and timely.

DISCUSSION

The City must conduct a large volume of business throughout the year. Under the current system all non-administrative City business is conducted at the City Council meetings which can lead to, very appropriately, long deliberation on many items. This tends to lead to late nights which often cause some items to be rushed or delayed. With the addition of two Councilmembers, there will be more discussion and deliberation which would require more time.

In order to assure proper vetting and to prevent the delay of important City business, staff proposes the reorganization of the city council meeting structure to include formal city council committees in order to be efficient, effective, and timely.

This new structure would become effective in January 2019.

CITY COUNCIL MEETING STRUCTURE

The City Council will have full Council meetings on the 1st and 3rd Tuesday evenings of each month, and the Council Committees would meet on the 2nd and 4th Tuesdays of each month.

The current slate of Council Committees and Task Forces would terminate on December 31, 2018. Each body currently comprises only two members and cannot take formal action.

Each new Council Committee will comprise three members and will take formal votes and forward the Committee's recommendations to the full Council for formal action on the consent agenda, unless the item is a new expenditure of more than $1M or an item known to be significant to the community. As always, any Councilmember or the Mayor reserves the right to pull any consent agenda item for discussion.

At the Committee level, City business can be vetted more thoroughly and deeply. Similar to the Congressional model, each Committee handles a specific set of topics, with the Members developing specialized knowledge. This is not a new model for conducting municipal business. For example, the following 20 cities in California utilize the Council Committee structure:

Los Angeles	Bakersfield	Santa Clarita	Hayward
San Diego	Stockton	Santa Rosa	Santa Clara
San Jose	Modesto	Elk Grove	Berkeley
Oakland	Moreno Valley	Corona	Costa Mesa
Riverside	Huntington Beach	Torrance	San Buenaventura (Ventura)

The Council Committee meetings will be held in the Council Chambers, conducted just like a regular Council Meeting, with formal agendas published consistent with the City's new Sunshine Ordinance, provide a public comment period, and provide for public comment on specific agenda items.

The Council Committees and meeting schedules are:

COMMITTEE		2ND & 4TH TUESDAY MEETING TIME
1.	Finance & Governance	9:30 – 10:45 A.M.
2.	Public Works & Transportation	11:00 A.M. – 12:15 P.M.
3.	Public Safety	2:00 – 3:15 P.M.
4.	Community Services	4:30 – 5:45 P.M.
5.	Housing & Economic Development	6:00 – 7:15 P.M.

While the change in the Council meeting structure is necessary for the administration to ensure that the City's business is conducted and completed in an efficient, thorough, and timely manner, the process to appoint committee membership and the chair is in the purview of the elected body. However, for the initial transition period staff strongly recommends the following membership roster for legislative years 2019 and 2020. The Finance and Governance Committee can work on the appointment process in 2019, and bring a recommendation to the full Council by the end of 2019.

The initial Council Committee membership is proposed to be:

COMMITTEE		MEMBERSHIP
1.	Finance & Governance	Mayor - Chair; CM1; CM6
2.	Public Works & Transportation	CM2 – Chair; CM4; CM5
3.	Public Safety	CM4 – Chair; Mayor; CM5
4.	Community Services	CM1 – Chair; CM2; CM3
5.	Housing & Economic Development	CM3 – Chair; CM6; Mayor

Not every single item of business will have to go through committee. Examples include payments to vendors for projects already approved by Council, acceptance of grant awards, presentations from outside agencies, or annual updates. Conversely, the Council may wish to send specific items to, or back to, committee for further vetting.

After 12 months, we can examine the progress and make any desired tweaks to improve the process.

RELATED ORDINANCES AND RESOLUTIONS

To establish the City Council committee structure, staff recommends that the City Council adopts an ordinance amending Chapter 2, Article I, Section 2-1 of the Oxnard City Code, which establishes the City Council's regular meeting days, and adding Section 2-1.1 establishing the committees.

Further, the Board of Commissioners of the Housing Authority (the "Authority") currently consists of five City Council members and two tenant representatives. Since the City Council will become a seven member body after the election, staff recommends that the Authority adopt a resolution expanding from a seven member body to a nine member body.

OTHER ITEMS TO BE UPDATED

In the near future, staff will return with a recommendation to amend the City Council Procedures Manual adopted on May 10, 2016.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public.

FINANCIAL IMPACT

This new structure will require additional support from the City Clerk's Office and the City Attorney's office. Staff will have to determine how to fund additional positions and return to City Council for authority.

Prepared by Alexander Nguyen, City Manager.

ATTACHMENTS:

ATTACHMENT A: CITY COUNCIL COMMITTEE STRUCTURE ORDINANCE

ATTACHMENT B: CITY COUNCIL COMMITTEE STRUCTURE ORDINANCE REDLINE

ATTACHMENT C: HOUSING AUTHORITY RESOLUTION

REORGANIZATION OF COUNCIL MEETING STRUCTURE

City Manager's Office

10-23-2018

RECOMMENDATION

1. That City Council approve the first reading by title only and subsequent adoption of an ordinance amending Chapter 2 Article I Section 2-1 and adding Section 2-1.1. to the Oxnard City Code concerning the formation of City Council committees; and

2. That the Housing Authority adopt a resolution establishing the Housing Authority as a nine member body and repealing Resolution No. 1291

- Five At-Large Members



- At-Large Mayor + Six District Representatives





CURRENT STRUCTURE

- Seven Elected Officials = more deliberation
- More deliberation = longer meetings
- Longer meetings = late Tuesday nights
- Late Tuesday nights = rushing or delaying items
- Rushing or delaying items = inefficiency, ineffectiveness & tardiness
- Inefficiency, ineffectiveness & tardiness = bad business
- Late night meetings also =





REORGANIZATION

- Efficient, effective, and timely
- Reorganization of the city council meeting structure to include formal city council committees
- To assure proper vetting and to prevent the delay of important City business
- The City Council will have full Council meetings on the 1st and 3rd Tuesday evenings of each month, and the Council Committees would meet on the 2nd and 4th Tuesdays of each month.

REORGANIZATION

- This new structure would become effective in January 2019.

- The current slate of Council Committees and Task Forces would terminate on December 31, 2018.

- Each body currently comprises only two members and cannot take formal action.

REORGANIZATION

- Each new Council committee will comprise three members.
- Will take formal votes and forward the Committee's recommendations to the full Council for formal action on the consent agenda.
- Unless the item is a new expenditure of more than $1M or an item known to be significant to the community.
- As always, any Councilmember or the Mayor reserves the right to pull any consent agenda item for discussion.

CITIES USING COUNCIL COMMITTEE STRUCTURE

Los Angeles	Bakersfield	Santa Clarita	Hayward
San Diego	Stockton	Santa Rosa	Santa Clara
San Jose	Modesto	Elk Grove	Berkeley
Oakland	Moreno Valley	Corona	Costa Mesa
Riverside	Huntington Beach	Torrance	San Buenaventura (Ventura)

COUNCIL COMMITTEES

- The Council Committee meetings will be held in the Council Chamber.

- Conducted just like a regular Council Meeting, with formal agendas published consistent with the City's new Sunshine Ordinance.

- Provide a public comment period, and provide for public comment on specific agenda items.

COMMITTEE SCHEDULE

	COMMITTEE	2ND & 4TH TUESDAY MEETING TIME
1.	**Finance & Governance**	9:30 – 10:45 A.M.
2.	**Public Works & Transportation**	11:00 A.M. – 12:15 P.M.
3.	**Public Safety**	2:00 – 3:15 P.M.
4.	**Community Services**	4:30 – 5:45 P.M.
5.	**Housing & Economic Development**	6:00 – 7:15 P.M.

COMMITTEE MEMBERSHIP

- For the initial transition period staff strongly recommends the following membership roster for legislative years 2019 and 2020.

- The Finance and Governance Committee can work on the appointment process in 2019, and bring a recommendation to the full Council by the end of 2019.

COMMITTEE MEMBERSHIP 2019 -2020

	COMMITTEE	MEMBERSHIP
1.	**Finance & Governance**	Mayor - Chair; CM1; CM6
2.	**Public Works & Transportation**	CM2 – Chair; CM4; CM5
3.	**Public Safety**	CM4 – Chair; Mayor; CM5
4.	**Community Services**	CM1 – Chair; CM2; CM3
5.	**Housing & Economic Development**	CM3 – Chair; CM6; Mayor

COMMITTEE WORKFLOW

- Not every single item of business will have to go through committee. Examples include payments to vendors for projects already approved by Council, acceptance of grant awards, presentations from outside agencies, or annual updates.

- Conversely, the Council may wish to send specific items to, or back to, committee for further vetting.

- After 12 months, we can examine the progress and make any desired tweaks to improve the process.

BETTER GOVERNANCE

- The Council Committee Structure provides greater opportunity for meaningful Public input earlier in the process.

- With new Sunshine Ordinance, provides up to nineteen (19) days for public review of agenda items.

- Enhance the culture of public engagement.

- Provide more time to tackle major issues.

RECOMMENDATION

1. That City Council approve the first reading by title only and subsequent adoption of an ordinance amending Chapter 2 Article I Section 2-1 and adding Section 2-1.1. to the Oxnard City Code concerning the formation of City Council committees; and

2. That the Housing Authority adopt a resolution establishing the Housing Authority as a nine member body and repealing Resolution No. 1291


QUESTIONS
ANSWERS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. J.4

DATE: January 7, 2025

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: City Council Committees

RECOMMENDATION

That the City Council:
1. That the Mayor propose the appointment of the membership for each of the three City Council Committees; and
2. That the City Council consider the approval of the proposed appointments to each of the three City Council Committees.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/WpNR3eqGBBI

BACKGROUND

Under Oxnard City Code Section 2-1.1, the members of the three City Council Committees (Finance and Governance; Community Services, Public Safety, Housing and Development; and Public Works) are appointed by the Mayor, subject to the subsequent approval by at least four Councilmembers.

With the election of a new Mayor and three new Councilmembers in November 2024, no existing members of the City Council are currently members of the Community Services, Public Safety, Housing and Development Committee. Mayor Pro Tem Teran and Councilwoman Basua are currently members of the Finance and Governance Committee, while Councilmember Perello is currently the chair of the Public Works Committee.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS

1. Presentation (final)

COUNCIL COMMITTEE MEMBERSHIP

Prepared By: Alexander Nguyen, City Manager

City Council
01/07/2025

CITY OF OXNARD CALIFORNIA

Background - 2024 Membership

•	COMMITTEE	MEMBERSHIP
1.	Finance & Governance	Mayor – Chair (Now Vacant) Councilwoman Basua, District 5 Councilmember Teran, District 2
2.	Community Services, Public Safety, Housing & Development	Mayor Pro Tem, District 4– Chair (Now Vacant) Councilmember Madrigal, District 3 (Now Vacant) Mayor (Now Vacant)
3.	Public Works & Transportation	Councilmember Perello, District 1- Chair Councilmember Valenzuela Jr, District 6 (Now Vacant) Mayor (Now Vacant)

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. J.5

DATE: January 7, 2025

TO: City Council

FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org

SUBJECT: Appointments of Councilmembers to Serve on Various Boards, Commissions, and Committees.

RECOMMENDATION

1. That the Mayor, with approval of the City Council, appoint members and alternates from the City Council to the:
a) Association of Water Agencies for Ventura County (one primary and alternate);
b) Beach Erosion Authority for Control of Operation & Nourishment (BEACON) (one primary and alternate);
c) Clean Power Alliance Board of Directors (one primary and two alternates);*
d) Economic Development Collaborative - Ventura County (one primary);
e) Gold Coast Transit District (one primary and alternate);
f) Las Cortes Housing Development corporation (two primary);
g) Oxnard Convention & Visitors Bureau (one primary and alternate);
h) Regional Defense Partnership for the 21st Century (one primary and alternate);
i) Ventura Council of Governments (one primary and alternate);
j) Ventura County Animal Regulation Commission (one primary and alternate);
k) Ventura County Regional Energy Alliance (one primary and alternate);
l) Ventura County Transportation Commission (one primary)
m) Ventura Regional Sanitation District (one primary and alternate);

*Alternate may be a staff member.

2. That the City Council, as a whole, appoint two Councilmembers to the Oxnard Airport Authority and one Councilmember as an alternate.

BACKGROUND

Every two years, the Mayor makes appointments, with the approval of the City Council, of Councilmembers to various boards, commissions and committees. The City Council makes appointments to the Oxnard Airport Authority. A list of the proposed committee appointments is attached.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. Boards-Commissions-Committee Assignments 2024
2. Description of the Boards

Organization	Number of Members	How Often Do they Meet	Compensation	Who Pays the Members	Members
Association of Water Agencies for Ventura County	1 member and Alternate	First Thursday at 3:00 p.m.	$0	$0	Member: **vacant** Alternate Member: **vacant**
Beach Erosion Authority for Control of Operation and Nourishment	1 member and Alternate	Third Friday at 9:00 a.m.	$0	$0	Member: Mayor Pro Tem Teran Alternate Member: **vacant**
Big Independent Cities Excess Pool Joint Powers Authority	1 member	Quarterly at 10:00 a.m. and as needed	$0	$0	Member: Councilmember Perello
Clean Power Alliance Board of Directors - Executive Committee - Energy Planning & Resources	1 member and 2 alternates	First Thursday at 2:00 p.m.	$0	$0	Member: Councilmember Perello Alternate Members: Mayor Pro Tem Teran and Kathleen Mallory
Economic Development Collaborative – Ventura County	1 member	Third Thursday at 3:30 p.m.	$0	$0	Member: **Vacant**
Gold Coast Transit District	1 member and Alternate	First Wednesday at 10:00 a.m.	$100	Gold Coast Transit District	Member: **Vacant** Alternate Member: **vacant**
Las Cortes Housing Development Corporation	2 members	Third Wednesday at 4:00 p.m.	$0	$0	Members: Councilwoman Basua and Vacant
Oxnard Airport Authority	2 members and Alternate	Second Thursday at 6:30 p.m.	$50	City	Member: Mayor Pro Tem Teran and Councilmember Perello Alternate Member: **vacant**
Oxnard Convention & Visitors Bureau	1 member and Alternate	Fourth Wednesday at 9:00 a.m.	$0	$0	Member: **vacant** Alternate Member: Councilmember Perello
Regional Defense Partnership	1 member and Alternate	First Tuesday at 7:30 a.m.	$0	$0	Member: Councilwoman Basua Alternate Member: **vacant**
Ventura Council of Governments	1 member and Alternate	Second Thursday of every other month at 4:00 p.m.	$0	$0	Member: Councilmember Perello Alternate Member: **vacant**
Ventura County Air Pollution Control District	1 member	Second Tuesday of the month at 1:30 p.m	$0	$0	Member: **vacant**
Ventura County Animal Regulation Commission	1 member and Alternate	Quarterly – Third Thursday at 9:00 a.m.	$50	County pays	Member: **vacant** Alternate Member: **vacant**
Ventura County Regional Energy Alliance	1 member and Alternate	Quarterly – Third Thursday at 10:30 a.m.	$0	$0	Member: Councilwoman Basua Alternate Member: Councilmember Perello

Ventura Regional Sanitation District (VRSD) **Subcommittees:** Executive Committee as needed: $186 per meeting	1 member and Alternate	First Thursday @ 8:30 a.m.	$186 per meeting	VRSD	Member: Councilmember Perello Alternate Member: **vacant**
Ventura County Transportation Commission plus subcommittees: - Intercity Transit - Coastal Express Policy Advisory - LOSSAN	1 member	First Friday at 9:00 a.m.	$100-limit of 2 meetings per month which covers both mtgs.	VCTC	Member: **vacant**

Description of Boards

Association of Water Agencies for Ventura County (AWA)

The Association of Water Agencies of Ventura County (AWA) was formed in 1976 to provide a forum for the exchange of information on local and regional water issues. AWA is governed by a 21-member board of directors comprised of leaders representing various water related entities in our region (agriculture, municipalities, water purveyors, small systems, industrial water users, private business, concerned citizens, students, etc.). The mission is to develop and encourage cooperation among entities for the development, protection, conservation and improvement of the total water resources for Ventura County.

Beach Erosion Authority for Control of Operation and Nourishment (BEACON)

The Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) is a California Joint Powers Agency (JPA) established in 1986 to address coastal erosion, beach nourishment and clean oceans within the Central California Coast from Point Conception to Point Mugu. The member agencies of BEACON include the Counties of Santa Barbara and Ventura as well as the coastal cities of Santa Barbara, Goleta, Carpinteria, Ventura, Oxnard and Port Hueneme. The BEACON Board is made up of two Supervisors from each county and one counsel person from each coastal city for a total of ten. The Board meets every two months at the City of Carpinteria City Council Chambers located at 5775 Carpinteria Avenue.

Big Independent Cities Excess Pool Joint Powers Authority (BICEP)

The Big Independent Cities Excess Pool Joint Powers Authority (BICEP) was established in 1988, in accordance with the Government Code of the State of California, as a way to "risk-share" insurance coverage programs by medium-to-large cities within the state.

Membership in BICEP allows municipalities to self-insure, pool their large liability losses and obtain additional insurance through the commercial market.

As a joint powers authority, BICEP is governed by a Board of Directors consisting of one representative from each of its member cities. There are currently five members: Huntington Beach, Oxnard, Santa Ana, San Buenaventura, and West Covina.

Clean Power Alliance Board of Directors

Founded in 2017, Clean Power Alliance (CPA) is the 4th largest electricity provider in California. CPA is a community-driven organization that believes in a clean energy future that empowers communities and customers to choose their energy source. Clean Power Alliance was ranked as the #1 green power provider by the U.S. Department of Energy's National Renewable Energy Laboratory in the NREL 2022 Utility Green Power Rankings.

Clean Power Alliance is a Joint Powers Authority (JPA) governed by a Board of Directors comprised of elected officials from each city and county we serve. City staff are permitted to serve on the CPA board.

Economic Development Collaborative – Ventura County

A private nonprofit, the EDC was founded in 1996 with funding from the County of Ventura, the 10 cities in the county and key private-sector companies to provide a pathway to business growth, economic prosperity and high quality of life for all.

Today, in partnership with the Small Business Development Center, the EDC is a regional asset for economic vitality in Ventura, Santa Barbara and Los Angeles counties, giving businesses, community partners and civic leaders the resources they need to succeed. By leveraging public and private funds, the EDC has become a key player in delivering business consulting, funding and strategic initiatives that support the regional economy.

Gold Coast Transit District

Gold Coast Transit District provides public fixed-route and paratransit service in the cities of Ojai, Oxnard, Port Hueneme, Ventura and the unincorporated areas of Ventura County. With nearly 2 million passenger trips provided each year, GCTD is the largest public transportation operator in Ventura County. The fleet includes 61 buses and 26 paratransit vehicles all powered by clean natural gas supplied by an on-site CNG fueling station.

Las Cortes Housing Development Corporation

Las Cortes, Inc. is a corporation that was authorized by the City Council on December 20, 2005, for the sole purpose of creating affordable housing, and is currently the only Oxnard based non-profit that produces affordable housing.

Las Cortes, Inc. is involved in the development of three affordable housing projects: Las Cortes, which is the demolition and replacement of 260 public housing units, Las Villas de Paseo Nuevo, a 72 unit affordable rental housing project located in the Cypress Neighborhood, and Terraza de las Cortes, which involves the development of 4.22 acres located North of Carmelita Court and East of Felicia Court, Oxnard, CA 93030.

Oxnard Convention and Visitors Bureau

Visit Oxnard (previously Oxnard Convention & Visitors Bureau) is the destination marketing organization working hand-in-hand with the City of Oxnard and its hotels, transportation entities, restaurants, retailers, attractions, historic districts and more. Visit Oxnard is an independent, public non-profit 501 (c) (4) organization funded by a 2 percent tourism assessment charged by area hotels with 55+ rooms as well as a yearly contracted amount from the City of Oxnard.

Visit Oxnard's goals are to: 1) Increase overnight stays and visitation during off-season; 2) Heighten the destination profile as perceived by residents and visitors; and 3) Increase online audience across social and digital platforms.

Regional Defense Partnership

RDP is Ventura County's community-based organization that advocates for and supports the county's military facilities and defense contractors as community assets and essential to national defense. Ventura County's military commands and defense contractors, which total more than 17,000 employees among military, federal, civilian and contractor jobs, generates about $2 billion annually to the regional economy.

RDP is a working partnership between elected officials from the County of Ventura and the 10 cities in the county, retired federal and state political leaders, senior military officials, defense contractors, local colleges and others. RDP-21 supports, advocates and facilitates among the military, private enterprise and government to preserve Ventura County's military assets and regional economy.

Ventura Council of Governments (VCOG)

A voluntary joint powers authority representing the 10 cities of Ventura County as well as the County. VCOG's goal is to facilitate cooperative subregional and regional planning, coordination and technical assistance on issues of mutual concern.

VCOG is based on the premise that Ventura County can have more representation without more government and that issues of common concern often extend beyond the purview of local jurisdictions and agencies, requiring insight and input from a wide range of affected interests.

VCOG works efficiently by utilizing existing resources to the greatest extent possible, collaboratively finding new ways to perform needed activities for less, while eliminating duplication of effort.

Ventura County Air Pollution Control District (APCD)

The District was formed by the Ventura County Board of Supervisors in 1968, in response to the county's first air pollution study. The study identified Ventura County as having a severe air quality problem. Currently, Ventura County does not meet the federal air quality standards for ozone. It also exceeds the state standards for ozone and particulate matter. With over 800,000 county residents, the District is committed to programs that will clean the air to protect public health.

The District is classified as a Special District separate and independent from the County of Ventura agencies. Division 26 of the California Health and Safety Code establishes the District's structure, operating procedures, and authority. The District provides a full range of air pollution control activities, including permitting, facility inspection, air quality attainment planning, rulemaking, air quality monitoring, and incentive programs. The District shares responsibility with the California Air Resources Board for ensuring that all state and federal air quality standards are achieved and maintained within Ventura County.

Ventura County Regional Energy Alliance

The Ventura County Regional Energy Alliance (VCREA) is taking the lead in addressing good energy stewardship and sustainability practices in the Ventura Region. VCREA is a Joint Powers Authority (JPA) comprised of public agencies working in collaboration with various entities in the region to collectively preserve and enhance the area in which we live.
VCREA coordinates and assists public agencies including local jurisdictions, schools, and special districts, as well as businesses and residents of Ventura County to best utilize the many resources available to achieve our goal of creating a more sustainable future for the entire region. Our mission is to partner local resources for residential, commercial, and municipal energy efficiency, serving as a one source resource.

Ventura Regional Sanitation District (VRSD)

The Ventura Regional Sanitation District (VRSD), a public waste management agency, was organized in 1970 pursuant to the County Sanitation District Act of the California Health and Safety Code Section 4700. VRSD is overseen by a nine-member Board of Directors who represent the eight cities and various special districts that receive services from the District**.**

VRSD added solid waste disposal to its range of services in 1972 and today owns and operates one active solid waste disposal site (Toland Road Landfill near Santa Paula) and is responsible for post-closure operations at five more.

In 1999, VRSD completed a plan to redistribute public monies to local cities and Ventura County, making the District a truly entrepreneurial public agency. VRSD receives no tax-based support-- its operations are funded by fees for the services we provide.

Ventura County Transportation Commission

The Ventura County Transportation Commission (VCTC), is a regional transportation planning agency committed to keeping Ventura County moving. VCTC is composed of all five members of the Ventura County Board of Supervisors, one member from each city council, one citizen member representing Ventura County cities and one citizen member representing the county.