

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.



AMENDED AGENDA
(Amended 10/3/2025 Revised Closed Session Item No. C-3 and I-3)

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

Meeting Location: Council Chambers, 305 West Third Street

October 7, 2025

Closed Session - 4:30 PM

Appointment Items - 5:00 PM

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: 834 0973 5166
3. Passcode: 977030

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/](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](https://www.youtube.com/oxnardnews). Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. 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 3:00 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.

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)

- b. Submit an email to cityclerk@oxnard.org by 3:00 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.

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, Community Development Commission Successor Agency, Financing Authority and Oxnard Housing Authority

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
Agency designated representatives: Ashley Golden, Assistant City Manager and Steve Naveau, Director of Human Resources
Employee organizations: Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721)
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: *Beatriz Elizarraras v. City of Oxnard, et al.*
Ventura Superior Court Case No. 2025CUPP037741
Legislative Body: City Council
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4))
Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in five potential cases.
Legislative Body: City Council

4. Housing Department

SUBJECT: Amendment and Extension of the Agreements with local hotel operators in support of the Encampment Resolution Funding Program.

RECOMMENDATION: That the City Council approve and authorize the City Manager, or designee, to negotiate and execute agreement amendments with local hotel operators to offer non-congregate shelter.

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

Legislative Body: City Council

Contact: Brenda Lopez, (805) 385-8092

5. Human Resources Department

SUBJECT: Approving Resolutions Amending the City's Classification and Salary Resolution, and Amending the City's Position Control Resolution to Add the Deputy City Treasurer Position.

RECOMMENDATION: That the City Council:

1. Adopt a resolution Amending the Classification and Salary Schedule Resolution No.15,886; and
2. Adopt a resolution Amending the Full-Time Equivalent Resolution No. 15,885.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

6. Public Works Department

SUBJECT: FY 2025-26 Harbour Island Homeowners Association Donation to Waterways Maintenance Assessment District Zone 2 - Harbour Island (Agreement A-8597) and Budget Adjustment.

RECOMMENDATION: That the City Council, acting as the legislative body of the Waterways Maintenance Assessment District, approve and authorize:

1. Acceptance of a \$17,400 donation from the Harbour Island Homeowners Association (HOA) to support landscape maintenance and on-call services within the Harbour Island linear park; and
2. Approval of Agreement A-8597, entered by and between the City of Oxnard and the Harbour Island Homeowners Association for the donation; and
3. Approval of associated budget appropriations within Waterways Maintenance Assessment District Zone 2 – Harbour Island Fund (120-40203801) to recognize the full amount of the donation revenue and to authorize expenditures up to the full amount of available funding consistent with the specific purposes outlined in the Agreement.

(Public Works and Transportation Committee approved 3-0 on September 9, 2025)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department

SUBJECT: Purchase Orders with Gibbs International, Inc. and The Charles Machine Works, Inc. for Heavy Equipment for the Public Works Water Division.

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute two purchase orders for the following:

1. Gibbs International Inc. for a not-to-exceed value up to \$300,000.00 for the purchase of a 2026 HV607 SBA International Truck, 10-Ton Dump Truck (dump truck); and
2. The Charles Machine Works, Inc. for a not-to-exceed value up to \$700,000.00 for the purchase of a 2025 Kenworth T480 with a Ditch Witch Hydro Vacuum Truck/Excavator W8 Standard Package (vacuum truck).

(Public Works and Transportation Committee approved 3-0 on September 9, 2025)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

8. Public Works Department

SUBJECT: Multiple Agreements for On-Call Real Property Services and Right of Way Acquisition.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from October 9, 2025 to October 8, 2026, with an option for four consecutive one-year period extensions ending October 8, 2030, for on-call Professional Real Property Services and Right of Way Acquisition:

1. Agreement 32600016 with Beacon Integrated Professional Resources, Inc. DBA Hamner, Jewell & Associates for a total amount not to exceed \$500,000;
2. Agreement 32600017 with Bender Rosenthal, Inc. for a total amount not to exceed \$500,000; and
3. Agreement 32600018 with Clark Land Resources, Inc. for a total amount not to exceed \$500,000.

(Public Works and Transportation Committee approved 3-0 on September 9, 2025)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

9. Public Works Department

SUBJECT: Multiple Agreements for On-Call Landscape Architect Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of three years from October 8, 2025, to October 7, 2028, with an option for two consecutive one-year period extensions ending October 7, 2030, for on-call Professional Landscape Architect Services:

1. Agreement 32600006 with David Volz Design Landscape Architects, Inc. DBA David Volz Design for a total amount not to exceed \$750,000;
2. Agreement 32600007 with IDS Group, Inc. for a total amount not to exceed \$750,000;

in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/VJkxFI100Do>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

2. Community Development Department

SUBJECT: Pre-Application Review of the Colonia Townhomes Project, located at 245 Colonia Road, Planning and Zoning Permit No. 25-600-01 (APN: 201-0-021-160). (30 minutes)

RECOMMENDATION: That the City Council review and provide preliminary comments on a Pre-Application for a General Plan Amendment, Zone Change, Planned Development Permit, Tentative Map, and Density Bonus to allow for the construction of a 121-unit for-sale condominium project.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/q66d_kDOqJE

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

3. Public Works Department

SUBJECT: Budget Appropriations for the Automated Meter Infrastructure Installation Project PW 17-32. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize an appropriation in an amount up to \$2,750,000 for Fiscal Year 2025-26 from the available fund balance in the Water Operating Fund (601) and corresponding transfers in the Water Capital Fund (602) for the Automated Meter Infrastructure Installation Project PW 17-32 (C2022).

(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.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/N1BScKow8Us>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Police Department

SUBJECT: Police Department Standard-Issue Firearm Replacement: Agreement with Adamson Police Products to Purchase New Standard-Issue Handguns for the Police Department. (15 minutes)

RECOMMENDATION: That the City Council:

1. Approve a budget appropriation not to exceed \$300,000.00 from the General Fund (101) available fund balance for the payment of firearm purchases; and
2. Authorizes the Mayor to sign the contract agreement with Adamson Police Products to purchase equipment for an amount not to exceed \$300,000.00.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/3UmPVz-QqC8>

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

O. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM) AGENDA ITEM NO. D.1

DATE: October 7, 2025

TO: City Council

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Cultural Arts Commission Annual Report. (30 minutes)

RECOMMENDATION

That the City Council receives the Cultural Arts Commission annual report.

BACKGROUND

The Cultural Arts Commission serves as an advisory body to the City Council focused on fostering cultural arts in the City through the development of public arts projects.

The Cultural Arts Commission is responsible for providing an annual report of activities to the City Council. This live presentation will include highlights of the commission's activities over the past 12 months, showcasing work on Commission goals, arts programming and community involvement.

The Cultural Arts Commission will continue to work with the community to fulfill their powers and duties and advise the City Council on such matters.

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

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Julie Estrada, Management Analyst

ATTACHMENTS

1. CAC Annual Report 2025_FINAL



ANNUAL REPORT TO CITY COUNCIL

October 7, 2025



Teodoro Lopez
Chair
Web & Multimedia
Communications



Paloma B. Concordia
Vice Chair
Public Relations
Vice-Chair, Wagon Wheel
Neighborhood Council

A first generation Filipina and Spanish American, born and raised in the San Francisco Bay Area. She founded the PapaLoDown Agency in 2009, a boutique public relations company specializing in a client base of entrepreneurs and organizations in the arts, culture, and community spaces.



Sandra Diaz
Commissioner
Retired Elementary School Teacher
Rio Lindo Neighborhood Council
Chair

I was part of the fascinating process of reviewing the first two City Hall murals. I enjoy art as a hobby. I love to create my own art, specializing in small pieces like postcard greeting cards, wooden block jewelry art, and holiday art for family.



Elisa Torres
Commissioner
Public Artist, Muralist

She creates murals, designs sculptures and creates community-based art projects that celebrate local culture, history, and identity, with work featured across Ventura County in schools, neighborhoods, and cultural centers.



Jose Cano
Commissioner

Musician, Arts Advocate, Mentor

He's dedicated much of his time to championing local musicians, sharing his knowledge and experience working in the music industry. He's done this through mentoring, advising, providing free studio time, producing, as well as creating a music industry speaking series InSite In Sound connecting local and professional musicians.



Velia Soto
Commissioner

Teacher, K-12 Special Education, Disability Rights Advocate, Intertribal Cultural Artist

The CAC currently has six appointed Commissioners with one vacancy (Mayor/City-wide)

- 1. Review the Cultural Arts Commission Powers and Duties and prepare a recommendation to staff.**
 - **Complete:** Ordinance passed 7-1-2025
- 2. Review the City of Oxnard's Public Art Inventory and determine needs for repairs and maintenance of the artwork under the City of Oxnard's authority.**
 - On-going: Repair & restoration of the "History of la Colonia" Mural is currently underway.
- 3. Develop a future project idea list that can create public art installations that support safety, such as lighting, crosswalks, etc.**
 - Research to be presented at October commission meeting
- 4. Increase the public art installations throughout Oxnard.**

Cultural Arts Commission

Sec 2-134. POWERS AND DUTIES.

The powers and duties of the cultural arts commission shall be as follows:

- (A) Advise the city council on all matters pertaining to the cultural arts in the community;
- (B) Advise and make recommendations on the quality, quantity, scope, and style of public arts projects administered by the City, nominate members to serve on selection panels, and review and recommend funding for these projects.
- (C) Recommend to the city council the distribution of revenues collected through fundraising, grants and public art funds consistent with the needs of the community, including solicitation and analysis of cultural arts grant proposals.
- (D) Participate in the development of the strategic public art plan and longer-ranged strategic public art plans.
- (E) Perform other art, cultural and arts education duties as may from time to time be prescribed by the city council.
- (F) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations from time as the cultural arts commission may determine necessary to support cultural arts in the community.

The CAC currently has six appointed Commissioners with one vacancy (Mayor/City-wide)

Goal 2: Review of Public Art Inventory

Artwork	Artist	Location	Type
Unknown	Jesse Arms Botke	Oxnard Public Library	Mural on Canvas
Performing Arts	Unknown	Oxnard Performing Arts & Convention Center	Sculpture
Unknown - Emilie Ritchen Mural	Unknown	South Oxnard Branch Library	Mural on Canvas
Historical Images of La Colonia	Judy Suzuki	Colonia Park	Mural on Stucco
California Immigrants	Celeste Byers	Civic Center West Wing	Mural on Stucco
Growth	Mauricio Ramirez	Civic Center East Wing	Mural on Stucco





Programs and Activities 2024-2025



Mini Mural Program

- August 2024
 - Children's Library with Cartoonist Robb Armstrong
- January 2025
 - MLK CommUNITY Weekend, Oxnard PAL Gymnasium
- February 2025
 - Oxnard PAL at Southwinds Youth Center
- May 2025
 - South Oxnard Rec Center Mural
- July 2025
 - Oxnard Sterling Summer Festival Community Paint #1
- August 2025
 - Oxnard Parking Structure
 - Oxnard Sterling Summer Festival Community Paint #2&3





- Music Classes
 - Colonia Recreation Center
- Art Classes - Elementary Students
 - Oxnard PAL at Southwinds Youth Center
 - 6 Afterschool Programs
- Art Classes - Teens
 - Oxnard Public Library Main Branch
 - South Oxnard Branch Library





Dia de los Muertos Community Altar
November 1-3
Carnegie Museum Steps
424 South C Street, Oxnard



Sterling Oxnard Summer Festival

- Concert
- Crafters/Arts Market
- Food Trucks
- Family Fun Area (bounce houses, crafts, games)

CCS Drop-in Art Programs

- Chill Color & Craft
 - Oxnard Library & Oxnard Special Populations
- Senior Services Art in the Garden
 - Wilson Senior Center
- Oxnard Traffic Boxes
 - Rose Shopping Center



2025 City Council Chambers Art by CCS

- January/February - MLK Mural for Black History Month
 - Completed by Oxnard Youth
- March/April - Cesar Chavez Day
 - Painted by Oxnard Arts Academy Instructor
- May - Older Americans Month
 - Painted by Oxnard Senior Services Participants
- June - Insect Festival
 - Painted by City Corps Youth
- July - Parks & Recreation Month
 - Painted by Oxnard Cultural Arts Team
- September - Hispanic Heritage Month
 - Painted by the Summer At City Hall Interns
- October - Dia de los Muertos





Educational Programs

7,705 unduplicated

Oxnard Arts Academy, Oxnard Scholars Afterschool Program, SHINE Afterschool Program, Oxnard PAL, Senior Services, Youth Development Programs

Recreational Art Programs

52,335 duplicated

Oxnard Mini Murals, Oxnard Special Populations (OSP) Art Class, Chill Color & Craft (Library & OSP), Youth Centers, Senior Centers, Library Programs

Special Events

57,447 duplicated

Dia de los Muertos, World Art Day, Art Gala, Eggstravaganza, Insect Festival, Fall Festival, Halloween Float, Tamale Festival, Santa Float

Upcoming Calls for Artists for Public Art Projects

- Parking Structure Mural
- 4th Street Mobility Project (request coming soon)

OCA Art Special Programs and Events

- Mini Murals at the South Oxnard Branch Library
- World Art Day - April 15, 2026
- Art Gala - April 23, 2026
- Sterling Oxnard Summer Festival 2026



THANK YOU



CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM) AGENDA ITEM NO. D.2

DATE: October 7, 2025

TO: City Council

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Community Relations Commission Annual Report. (30 minutes)

RECOMMENDATION

That the City Council: 1) Receive the 2025 annual report from the Community Relations Commission; and 2) Present a Proclamation designating October 2025 as "Global Diversity Awareness Month" in the City of Oxnard.

BACKGROUND

The Community Relations Commission (CRC) serves as an advisory body to the City Council focused on community relations issues and needs in the City. Their efforts are focused on promoting mutual understanding and respect among all residents of the city, sharing educational resources that will assist in eliminating discriminatory practices, and serving as an information resource and promoting community events and organizations focused on these efforts.

The CRC is responsible for providing an annual report of activities to the City Council. This live presentation will include highlights of the commission's activities over the past 12 months, showcasing the annual Community Recognition Awards and the various community programs and organizations who provided presentations at the commission meetings.

The CRC will continue to work with local organizations and staff to showcase the valuable work these organizations do in Oxnard to promote mutual understanding and work to discourage and prevent practices of discrimination in all forms.

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

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Martha Guillen, Executive Assistant

ATTACHMENTS

1. 2025 CRC Annual Report

COMMUNITY RELATIONS COMMISSION ANNUAL REPORT TO CITY COUNCIL

2025 Commissioners:

- Khalilah Durias, Chair
- Cynthia Gonzalez, Vice Chair
- Tiffany Lopez
- Meaghan T. Salas
- Helaine Rochelle Stallion



October 7, 2025

The Powers & Duties of the CRC are included in the Oxnard City Code and define the focus area of the CRC, including:

- Analyze, define, and investigate community relations issues and needs in the city and advise the city council on matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit
- Disseminate information and educational materials and reports that will assist in the elimination of practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit
- Endorse community events that improve community relations in the city and are consistent with the duties of the community relations commission

The CRC currently has five appointed Commissioners with two vacancies (at large & D4)

The CRC regularly invites local organizations, City staff, and other groups to showcase the work they do to further the mission of the CRC.

In the past year, the CRC has received the following presentations:

- OPD Drone as a First Responder (DFR) Plan
- EMS Corps Program & Women in Fire Initiative opportunities from Oxnard Fire Department
- History of Cesar Chavez & 2025 Cesar Chavez Memorial Event
- City Updates from City Manager Alexander Nguyen
- Fatherhood Summit
- City Enforcement and Issuance of Gun Violence Restraining Orders from City Attorney's Office
- Efforts to Combat Housing Discrimination from Housing Department
- Update Regarding ICE Raids from Oxnard Police Department
- Voting Rights from County Clerk-Recorder Michelle Ascencion

The **Community Recognition Awards** recognize deserving individuals and groups that support the mission of the CRC. These are recognized annually by the Community Relations Commission in the following categories:

- Community Volunteer
- Youth Volunteer
- Senior Volunteer
- Business
- Non-Profit Organization/Community Group

The 2025 award recipients will be selected at the November CRC meeting.

To further the mission of the CRC, Commissioners attend and participate in various community events during the year. This collaboration further educates the CRC members on community interests and concerns. These events include:

- Insect Festival
- Juneteenth
- Martin Luther King Jr Day
- Immigration Forums
- Various community events and activities



THANK YOU



CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS
AGENDA ITEM NO. I.1

DATE: October 7, 2025
TO: City Council and Oxnard Housing Authority
FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org
SUBJECT: City Council Meeting Schedule. (5 minutes)

RECOMMENDATION

That the City Council conduct a regular meeting on Monday, November 3, 2025 and cancel the meeting currently scheduled for Tuesday, November 4, 2025.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/7s_5HrIxtl8

BACKGROUND

On September 3, 2024, the Oxnard City Council adopted the 2025 regular meeting schedule for the legislative bodies.

California's Proposition 50, a constitutional amendment, was officially qualified for the ballot when Governor Gavin Newsom signed the authorizing legislation, Senate Bill 280 on August 21, 2025. This action set the measure for a statewide special election on Tuesday, November 4, 2025.

For this reason, staff is recommending that the City Council hold a regular meeting on Monday, November 3, 2025 and cancel the meeting currently scheduled for Tuesday, November 4, 2025. The City Council also has the ability to schedule additional meetings or cancel meetings as necessary.

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. 2025 City Council Calendar

2. City Council Meeting Schedule

2025 Oxnard City Council Meetings

 City Council (1st & 3rd Tues)

 Committee (2nd & 4th Tues)

 Closed Friday

 Holiday

 Half-Day Holiday

 Election Day

JANUARY						
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JULY						
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Revised 9/23/2025

City Council Meeting Schedule

City Council

October 7, 2025

Luly A. López, City Clerk



That the City Council conduct a regular meeting on Monday, November 3, 2025 and cancel the meeting currently scheduled for Tuesday, November 4, 2025.

BACKGROUND

California's Proposition 50, a constitutional amendment, was officially qualified for the ballot when Governor Gavin Newsom signed the authorizing legislation, Senate Bill 280 on August 21, 2025. This action set the measure for a statewide special election on Tuesday, November 4, 2025.





CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS
AGENDA ITEM NO. I.2

DATE: October 7, 2025
TO: City Council
FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org
SUBJECT: League of California Cities Annual Conference Voting Delegate 2025. (5 minutes)

RECOMMENDATION

That the City Council designate a voting delegate and a voting alternate to attend the League of California Cities Annual Conference.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Q31udwxPSDU>

BACKGROUND

This year's League of California Cities Annual Conference is scheduled for Wednesday, October 8 through Friday, October 10, 2025, at the Long Beach Convention Center. The League's Annual Business meeting will be held at 8:30 a.m. on Friday, October 10. At this meeting, the League members will consider and take action on a resolution that establishes League policy. At the request of the League, and in order to expedite the conduct of business at this policy-making meeting, a City Councilmember from each City is designated as the voting delegate. Only the individual who is the voting delegate (or alternate voting delegates) may sign petitions to initiate a resolution pertaining to League policy.

Each City Council is asked to designate a voting delegate and a voting alternate who will be present at the annual business meeting. League bylaws provide that each city is entitled to one vote in matters affecting municipal or League policy. It has been past practice for the City Council to designate the Mayor as the voting delegate and the Mayor Pro Tem as the voting alternate; however, City Council may choose to designate the voting delegate and alternate differently. This year, Councilwoman Perez and Councilwoman Rodriguez will be the two City representatives attending the conference.

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

This action alone does not require funding.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. 2025 Voting Delegate Information Packet
2. League of California Cities Annual Conference Voting Delegate 2025



Council Action Advised by September 24, 2025

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 8, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 9, 7:30 a.m.-4:00 p.m. On Friday, Oct. 10, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

League of California Cities Annual Conference Voting Delegate 2025

City Council

October 7, 2025

Luly A. López, City Clerk



That the City Council designate a voting delegate and a voting alternate to attend the League of California Cities Annual Conference.

BACKGROUND

This year's League of California Cities Annual Conference is scheduled for Wednesday, October 8 through Friday, October 10, 2025, at the Long Beach Convention Center. The League's Annual Business meeting will be held at 8:30 a.m. on Friday, October 10 and League members consider and take action on a resolution that establishes League policy.

At the request of the League, and in order to expedite the conduct of business at this policy-making meeting, a City Councilmember from each City is designated as the voting delegate. Only the individual who is the voting delegate (or alternate voting delegates) may sign petitions to initiate a resolution pertaining to League policy.

This year, Councilwoman Perez and Councilwoman Rodriguez will be the two City representatives attending the conference.





CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS
AGENDA ITEM NO. I.3

DATE: October 7, 2025

TO: City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority Board

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

SUBJECT: 2026 Regular Meeting Schedule for Legislative Bodies. (5 minutes)

RECOMMENDATION

That the City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority adopt the proposed regular meeting dates for the calendar year 2026.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/1R_S3yTb0l8

BACKGROUND

On November 13, 2018, the City Council adopted Ordinance No. 2949 amending Chapter 2, Article 1, Section 2-1 and adding Section 2-1.1 to the City Code regarding the regular City Council meeting schedule and establishing City Council committees, to take effect January 1, 2019. Per Oxnard City Code Section 2-1, the City Council will meet the first and third Tuesdays of the month. Per Oxnard City Code Section 2-1.1, City Committees will meet the second and fourth Tuesdays of the month. The Council has the ability to schedule additional meetings or cancel meetings as necessary.

Staff proposes the following regular meeting dates for the City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority for calendar year 2026:

January 6 and 20
February 3 and 17
March 3 and 17
April 7, 21 and 30
May 5 and 19
June 1, 16 and 30
July 7, 21 and 30
September 1 and 15
October 6 and 20
November 17
December 1 and 15

Staff proposes the following regular meeting dates for the City Council Committees for calendar year 2026:

January 13 and 27
February 10 and 24
March 10 and 24

April 14 and 28
May 12 and 26
June 9 and 23
July 14 and 28
September 8 and 22
October 13 and 27
November 10 and 24
December 8 and 22

The Tuesdays on which the Council would not meet, along with the reasons, are listed below:

June 2 - Statewide primary election
August 4, 11, 18 and 25 - Council recess the month of August
November 3 - Election Day
December 29 - day before holidays

This schedule results in a total of 24 City Council meetings and 22 meetings of the City Council Committees for the 2026 calendar year. The Council has the ability to schedule additional special meetings as needed.

Per Oxnard City Code Section 2-1.2, Council meetings open sessions shall commence no earlier than 5:00 p.m. As set forth in the Council Procedures Manual, public hearings are scheduled to commence at 6:15 p.m., unless otherwise approved by the Council. Closed sessions generally start as early as 4:30 p.m., as needed.

Residents are invited to participate in the Council and Committee meetings in person or virtually. These meetings are also televised on Spectrum, Channel 10 and Frontier Communications, Channel 35. Finally, residents have access to these public meetings via the City's webpage or YouTube, both in real time and archived following the meetings at www.oxnard.gov/city-meetings.

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. 2026 Calendar revised September 30th with changes
2. City Council Meeting Schedule 2026 presentation

2026 Oxnard City Council Meetings

 City Council (1st and 3rd Tues)

 Committee (2nd & 4th Tues)

 Closed Friday

 Holiday

 Half-Day Holiday

 Election Day

January						
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Revised 9/30/2025

2026 Regular Meeting Schedule for Legislative Bodies

City Council

October 7, 2025

Luly A. López, City Clerk



That the City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority adopt the proposed regular meeting dates for the calendar year 2026.

BACKGROUND

On November 13, 2018, the City Council adopted Ordinance No. 2949 amending Chapter 2, Article 1, Section 2-1 and adding Section 2-1.1 to the City Code regarding the regular City Council meeting schedule and establishing City Council committees, to take effect January 1, 2019.

Per Oxnard City Code Section 2-1 and 2-1.1, the City Council will meet the first and third Tuesdays and City Committees will meet the second and fourth Tuesdays of the month. The Council has the ability to schedule additional meetings or cancel meetings as necessary.

BACKGROUND

2026 Oxnard City Council Meetings



City Council (1st and 3rd Tues)



Committee (2nd & 4th Tues)



Closed Friday



Holiday



Half-Day Holiday



Election Day

January						
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December						
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Revised 9/30/2025





CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1

DATE: October 7, 2025
TO: City Council and Oxnard Housing Authority
FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the regular meeting minutes for July 15 and September 16, 2025.

That the Oxnard Housing Authority Board of Commissioners approve the minutes for July 15, July 29, September 2 and September 16, 2025.

BACKGROUND

On July 29, 2025, the City Council approved the regular meeting minutes for July 15, 2025; however, I noticed that the information/consent item nos. 4 and 8 were omitted from the minutes. For that reason, I am asking that the City Council reapprove the July 15, 2025 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 meeting of July 15 2025 (2)
2. City Council meeting of September 16, 2025
3. Housing Authority meeting of July 15 2025
4. Housing Authority meeting of July 29 2025
5. Housing Authority meeting of September 2 2025
6. Housing Authority meeting of September 16, 2025

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
July 15, 2025

A. ROLL CALL, POSTING OF AGENDA

At 4:32 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council convened in the Council Chambers at 305 West Third Street, Oxnard, California. Councilmembers Luis A. Mc Arthur; Bert E. Perello; Gabriela Rodriguez; Aaron Starr and Gabriel Teran were present. Councilwoman Michaela Perez joined the meeting virtually. The City Clerk stated that the agenda was posted on Wednesday, July 2, 2025 and the amended agenda on Thursday, July 10, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

Staff members present were Alexander Nguyen, City Manager, Ashley Golden, Assistant City Manager; Stephen Fischer, City Attorney; Steve Naveau, Human Resources Director; Javier Chagoyen-Lázaro, Chief Financial Officer; Brenda Lopez, Interim Housing Director; Albert Ramirez, Assistant Housing Director and Lourdes A. López, City Clerk.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO
ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received. At 4:35 p.m., the City Council recessed to a closed session. At 4:58 p.m. Councilwoman Gabriela Basua was present.

At 6:15 p.m., the City Council reconvened in an open session in the Council Chambers. City Attorney announced that no reportable actions resulted from the closed session.

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LABOR NEGOTIATORS—(Government Code section 54957.6)
Agency designated representatives: Ashley Golden, Assistant City Manager and Steve Naveau, Director of Human Resources
Employee organizations: Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); Oxnard Mid-Managers Association (OMMA); International Association of Firefighters, AFL-CIO (IAFF), Local 1684
Legislative Body: City Council
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS—(Government Code section 54956.8)
Property: Property designated as APN 132-0-33-010 located between U.S. 101 and Riverpark Boulevard, west of the East Vineyard Avenue and Riverpark Boulevard intersection

Agency Negotiator: Brenda Lopez, Interim Housing Director
 Negotiating Party: Dynamic Retail Partners, LLC
 Under Negotiation: Price and terms of payment
 Legislative Body: City Council

3. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
 Name of case: Salvador Olea Rodriguez v. City of Oxnard
 Workers' Compensation Case No.: ADJ18967126
 Legislative Body: City Council
4. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
 Name of case: David Walker v. City of Oxnard
 Workers' Compensation Case Nos.: ADJ14083086 and ADJ15688978
 Legislative Body: City Council
5. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
 Name of case: Bo Espinoza v. City of Oxnard
 Workers' Compensation Case Nos.: ADJ19938324, ADJ19938325, and ADJ19938326
 Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

At 6:16 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council concurrently with the Oxnard Housing Authority in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Gabriela Basua, Luis Mc Arthur, Bert E. Perello, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present. Councilwoman Michaela Perez joined the meeting virtually. The City Clerk stated that the agenda was posted on Wednesday, July 2, 2025 and the amended agenda on Thursday, July 10th at the Library, City Hall kiosk, City Administrative Offices and on the website.

The meeting opened with the pledge of allegiance to the flag of the United States led by Councilwoman Rodriguez, followed by a moment of silence in honor of Jaime Alanis Garcia and all that is happening around our country.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Stephen Fischer, City Attorney; Kenneth Rozell, Chief Assistant City Attorney; Andrew Gonzalez, Deputy City Attorney; Mira Saleh, Deputy City Attorney; Javier Chagoyen-Lázaro, Chief Financial Officer; Michael Wolfe, Public Works Director; Anthony Miller, Special Districts Manager; Jason Benites, Police Chief; Dale McAlpine, Police Commander; Andrew Dickinson, Code Compliance Manager and Lourdes A. López, City Clerk.

E. CEREMONIAL ITEMSF. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND NON-ACTION ITEMS

Public comments were received from Martina Gallegos (various issues); Ava Schmidt (national night out); Paul Scott (fireworks); Fabio Vitale (fireworks); Ray Blattel (fireworks); Dalilah and Emily (Ventura County fair poster); Victor Solis (recent ICE events); Veronica Miranda (recent ICE incident); Doug Partello (fireworks); Leonard Castillo (SEIU); Ren Studinarz (SEIU); Adriana Olivas (SEIU); Emily Santiago (Glass Farm incident); Cynthia Salas (prevention plan); KC Roadriguez; Elidet Reyes Bordon; Greg Runyon (events that transpired); Vanessa Valdez (Glass House incident); Angela Garcia (Glass House incident); Odette Moran (Glass Farm incident); Red Wolf; Julie Pena; Juan Carlos Villagomez (recent ICE incident); Alex Auclair (donations); Eric Andrist (video).

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARYH. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

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

Councilwoman Perez requested that we have a vetted, credible immigration expert or entity come in person to a future City Council meeting with legal resources and Know-Your-Rights information. She also requests that the City join the City of Los Angeles in their lawsuit against the DHS.

1. City Clerk Department

SUBJECT: Appointment of a Member to Serve on the City's Citizen Advisory Groups (CAGs). (5 minutes)

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Henry Barcena to the Planning Commission representing District 3.

(This item did not originate in Committee.)

Public comment was received from Henry Barcena. Discussion ensued among the Council.

It was moved by Mayor Mc Arthur, seconded by Councilmember Perello, to approve the appointment of Henry Barcena to the Planning Commission. VOTE: Mc Arthur, Perello, Perez, Rodriguez, Starr, Teran and Basua voted in favor; motion carried 7-0.

I. REVIEW OF INFORMATION/CONSENT AGENDA

The City Clerk announced that Item K-1, City Council minutes of July 1, 2025 were being removed from the agenda and will be rescheduled.

Item Nos. K-3 and K-6 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Greg Runyon (K-3); Dawn Durazo (K-6); Maria Navarro (K-6); Barbara Macri-Ortiz (K-6); Olivia Lopez (K-6); Yoselyn Gomez (K-6); Jocelyn Lucas (K-6) and Marbely Cruz (K-6).

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the June 26, and July 1, 2025 regular meeting as presented.

2. 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 December 6, 2024 through June 30, 2025.

(This item did not originate in Committee.)

3. Community Development Department

SUBJECT: Planning Commission Stipend Ordinance.

RECOMMENDATION: That the Oxnard City Council:

Adopt **Ordinance 3064** titled "AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING CHAPTER 2 ARTICLE II DIVISION 7 SECTIONS 2-96 AND 2-97 OF THE OXNARD CITY CODE ESTABLISHING A STIPEND FOR SERVICE ON THE OXNARD PLANNING COMMISSION"

(The Finance & Governance Committee approved 2-1 on March 11, 2025.)

4. Community Development Department

SUBJECT: Private Parking Ordinance.

RECOMMENDATION: That the Oxnard City Council:

RECOMMENDATION: That the City Council:

Adopt **Ordinance No. 3063** titled "AN ORDINANCE OF THE CITY COUNCIL OF

THE CITY OF OXNARD ADDING DIVISION 3 TO ARTICLE IV OF CHAPTER 8 OF THE OXNARD CITY CODE REGARDING PRIVATE PARKING; FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.”

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on May 13, 2025.)

6. Housing Department

SUBJECT: Adoption of the Tenant Anti-Harassment Ordinance.

RECOMMENDATION: That the City Council adopt **Ordinance 3057** titled: ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE III TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING TENANT ANTI-HARASSMENT PROTECTIONS

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 25, 2025.)

7. Public Works Department

SUBJECT: Annual Purchase Orders with Astra Backflow, Inc. for Backflow Equipment and Supplies.

RECOMMENDATION: The City Council approve and authorize the Purchasing Agent to execute annual purchase orders with Astra Backflow, Inc. (Astra) for an initial term of one year from July 1, 2025, to June 30, 2026, with an option for four consecutive one-year period extensions ending June 30, 2030, for a total contract amount not to exceed \$860,000 for backflow equipment and supplies.

(Public Works and Transportation Committee approved 3-0 on June 24, 2025)

8. Public Works Department

SUBJECT: Public Project Agreement 32600023 with BSN Construction Inc. for Asphalt Repairs in Multiple Neighborhood Locations, Specification No. PW 25-107.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with BSN Construction Inc., in the amount of \$504,768 for the Project and approve a Project contingency amount of \$50,477 (~10%) for a total not to exceed value of \$555,245 for the Project.

(Public Works and Transportation Committee approved 3-0 on June 24, 2025)

9. Public Works Department

SUBJECT: Agreement 32600002 with Pirate California Holdings, LLC dba Pirate Staffing for Temporary and Supplemental Labor Services at the Del Norte Regional Recycling and Transfer Station.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with Pirate California Holdings, LLC dba Pirate Staffing with an initial term of three years from July 16, 2025 through July 15, 2028, with an option for two

one-year extensions ending July 15, 2030 for a total amount not to exceed \$1,250,000, for temporary and supplemental labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte).

(Public Works and Transportation Committee approved 3-0 on June 24, 2025)

10. Public Works Department

SUBJECT: Agreement 32500487 with Cragoe Pest Services, Inc. for Landscape Pest Control Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with Cragoe Pest Services, Inc. with an initial term of three years from July 16, 2025 to July 15, 2028, with an option for two consecutive one-year period extensions ending July 15, 2030, and for a total amount not to exceed \$660,000 for landscape pest control services at City parks and other City landscaped areas.

(Public Works and Transportation Committee approved 3-0 on June 24, 2025)

11. Cultural & Community Services Department

SUBJECT: Ordinance Revising the Cultural Arts Commission Powers & Duties.

RECOMMENDATION: That the City Council adopt **Ordinance 3061** titled:

"ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTION 2-131 TO THE OXNARD CITY CODE UPDATING THE POWERS AND DUTIES OF THE CULTURAL ARTS COMMISSION"

Consent Items K-1, K-2, K-4, K-7, K-8, K-9, K-10, and K-11

It was moved by Mayor Pro Tem Teran, seconded by Councilwoman Rodriguez, to approve the Information/Consent item as presented (with the removal of the City Council minutes of July 1, 2025). VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua and Mc Arthur voted in favor; motion carried 7-0.

OXNARD HOUSING AUTHORITY

At 8:55 p.m., the joint meeting with the Oxnard Housing Authority concluded.

Consent Item K-3

It was moved by Mayor Pro Tem Teran, seconded by Councilmember Perello, to approve the Information/Consent K-3 item as presented. VOTE: Perez, Rodriguez, Teran, Basua, Mc Arthur and Perello voted in favor; motion carried 6-1 with Councilman Starr voting no.

Consent Item K-6

It was moved by Mayor Mc Arthur, seconded by Councilwoman Basua, to approve the Information/Consent K-6 item as presented. VOTE: Rodriguez, Teran, Basua, Mc Arthur, Perello and Perez voted in favor; motion carried 6-1 with Councilman Starr voting no.

It was moved by Mayor Pro Tem Teran, seconded by Councilmember Perello, to extend the meeting past 10:00 p.m. VOTE: Basua, Mc Arthur, Perello, Perez, Rodriguez, Starr and Teran voted in favor; the motion carried 7-0.

RECESS

At 9:43 p.m., the City Council recessed and at 9:53 p.m., the City Council reconvened.

L. PUBLIC HEARINGS

1. Public Works Department

SUBJECT: Public Hearing and Election on Modification of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) and Approval of Amendment to Funding and Acquisition Agreement. (20 minutes)

RECOMMENDATION: That the City Council, acting as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay):

1. Hold a public hearing to receive public testimony regarding the proposed changes to Community Facilities District No. 9 (Northshore at Mandalay Bay);
2. Adopt **Resolution No. 15,995** Calling a Special Election to Modify the Rate and Method of Apportionment of the Special Tax Relating to the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), Increase Certain Special Tax Rates, Add a New Special Tax, Increase the Maximum Bonded Indebtedness, and Revise the Appropriations Limit of Said Community Facilities District;
3. Conduct an Election;
4. Adopt **Resolution No. 15,996** Canvassing the Results of the Change Proceedings Election Held within the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay); and
5. Adopt **Resolution No. 15,997** of Approving Certain Modifications to the City of Oxnard Community Facilities District No. 9 (Northshore At Mandalay Bay), and Approving the Execution and Delivery of An Amendment to Funding and Acquisition Agreement A-8376 in Connection Therewith.

The City Clerk announced the affidavit of publication published in Vida Newspaper on July 3, 2025 in accordance with the Mello-Roos Community Facilities Act of 1982 and stated there were no written communications received on this item.

The Public Works Director and Special Districts Manager were available to answer questions. Discussion ensued among the Council and staff.

Mayor Mc Arthur opened the public testimony portion of the public hearing.

No public comments were received.

Without objection, the Council approved closing the public testimony portion of the public hearing.

Discussion ensued among the Council and staff. Bill Myers representative for the developer Fifth Harbor Owner presented and answered questions from the Council as they relate to the non-profit.

Resolution Calling a Special Election to Modify the Rate and Method of Apportionment

It was moved by Councilmember Perello, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Teran, Basua, Mc Arthur, Perello, Perez and Rodriguez voted in favor; the motion carried 6-1 with Councilman Starr voting no.

The City Clerk tabulated the ballots and announced 100% in support of the propositions.

Resolution Canvassing the Results of the Election

It was moved by Councilwoman Basua, seconded by Mayor Pro Tem Teran, to approve the recommended action. VOTE: Basua, Mc Arthur, Perello, Perez, Rodriguez and Teran voted in favor; the motion carried 6-1 with Councilman Starr voting no.

Resolution of Change Approving the Modifications

It was moved by Mayor Pro Tem Teran, seconded by Councilwoman Basua, to approve the recommended action. VOTE: Mc Arthur, Perello, Perez, Rodriguez, Teran and Basua voted in favor; the motion carried 6-1 with Councilman Starr voting no.

M. REPORTS

1. Public Works Department

SUBJECT: Adoption of Resolution Establishing a Maintenance and Funding Policy for Landscape Maintenance Districts for the City of Oxnard. (30 minutes)

RECOMMENDATION: That the City Council Adopt **Resolution No. 15,998** Establishing a Maintenance and Funding Policy for Landscape Maintenance Districts managed by the City of Oxnard.

(Public Works and Transportation Committee approved 3-0 on March 25, 2025)

At 10:10 p.m. Mayor Mc Arthur (LMD 54) and Councilmember Perello (LMD 13) recused themselves because they live within an LMD. Councilman Starr recused himself because of his employer located in LMD 30. All three Councilmembers left the dias.

Mayor Pro Tem Teran presided. No public comments were received. The Public Works Director and Special Districts Manager were available to answer questions. Discussion ensued among the Council and staff.

It was moved by Councilwoman Basua, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Basua, Perez, Rodriguez and Teran voted in favor; motion carried 4-0-3 with Councilmembers Perello (LMD No. 13), Mc Arthur (LMD No. 52) and Starr (LMD No. 30) recusing themselves because of conflict of interests.

At 10:18 p.m., Mayor Mc Arthur presided and Councilmember Perello and Councilman Starr were present.

2. Public Works Department

SUBJECT: Response to Grand Jury Report - Prioritizing Best Practice Street Maintenance. (10 minutes)

RECOMMENDATION: That the City Council authorize the Mayor to sign on behalf of the City Council, the City of Oxnard's response to the 2024-2025 Ventura County Grand Jury Report - Prioritizing Best Practice Street Maintenance.

(This item did not originate in Committee.)

No public comments were received. The Public Works Director was available to answer questions. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Mc Arthur, Perello, Perez, Rodriguez, Teran and Basua voted in favor; motion carried 6-1 with Councilman Starr voting no.

3. City Attorney Department

SUBJECT: Prohibition of Nitrous Oxide Ordinance. (10 minutes)

RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of the proposed **Ordinance No. 3065** titled:

“ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE XXVII TO CHAPTER 7 TO THE OXNARD CITY CODE PERTAINING TO THE PROHIBITION OF NITROUS OXIDE.”

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 24, 2025.)

No public comments were received. Written comments were received from Arielle, Brian Schumacher, Yaderi Salazar, Heather Schmidt, Esperanza Gómez and Vicky Gonzales. Deputy City Attorney Gonzalez and Commander McAlpine were available to answer questions. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Teran, to approve the recommended action. VOTE: Perello, Perez, Rodriguez, Teran, Basua and Mc Arthur voted in favor; motion carried 6-1 with Councilman Starr voting no.

4. City Attorney Department

SUBJECT: Disposal of Confiscated, Impounded And Unclaimed Property Ordinance. (10 minutes)

RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of the proposed **Ordinance No. 3066** titled: "ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING ARTICLE III OF CHAPTER 7 OF THE OXNARD CITY CODE REGARDING DISPOSAL OF CONFISCATED, IMPOUNDED AND UNCLAIMED PROPERTY."

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 24, 2025.)

No public comments were received. Deputy City Attorney Gonzalez and Code Compliance Manager were available to answer questions. Discussion ensued among the Council and staff.

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

5. City Attorney Department

SUBJECT: Regulation of Skateboard Parks. (10 minutes)

RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of an **Ordinance No. 3067** titled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XXVIII TO CHAPTER 7 OF THE OXNARD CITY CODE PERTAINING TO THE REGULATION OF CITY SKATEBOARD PARKS."

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 24, 2025.)

No public comments were received. Deputy City Attorney Saleh was available to answer questions. Discussion ensued among the Council and staff.

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

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 11:35 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
September 16, 2025

A. ROLL CALL, POSTING OF AGENDA

At 5:01 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Gabriela Basua (arrived at 5:08 p.m.), Luis A. Mc Arthur, Bert E. Perello, Michaela Perez, Gabriela Rodriguez (arrived at 5:10 p.m.), Aaron Starr and Gabriel Teran were present. The City Clerk stated that the agenda was posted on Thursday, September 4, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Kenneth Rozell, Chief Assistant City Attorney and Lourdes A. López, City Clerk.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO
ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received. Mayor Pro Tem Teran recused himself due to a conflict of interest and his professional involvement with the County of Ventura. At 5:03 p.m., the City Council recessed to a closed session.

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section
54956.9(d)(1))
Name of case: *In re: Purdue Pharma L.P., et al.*
United States Bankruptcy Court Southern District of New York, Case No. 19-23649
(SHL)
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section
54956.9(d)(1))
Name of case: National Prescription Opiate Litigation commonly known as the
“*Secondary Manufacturers Settlements*” (see, www.nationalopioidsettlement.com
and www.oag.ca.gov/opioids).
Legislative Body: City Council

At 5:34 p.m., the City Council reconvened in an open session in the Council Chambers. The Chief Assistant City Attorney announced that there were no reportable actions out of closed session.

D. APPOINTMENT ITEMS (5:30 PM)

1. SUBJECT: Presentation by the County of Ventura Public Health Agency on Measles. (30 minutes)

Dr. Uldine Castel, Ventura County's Public Health Officer provided an update on measles and encouraged the community to stay up to date with vaccines. Discussion ensued among the Council and Dr. Castel. No public comments were received. No action was required.

RECESSED

The City Council took a brief recess at 5:54 p.m.; the meeting resumed at 6:03 p.m.

E. OPENING CEREMONIES (6:00 PM)

At 6:03 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council concurrently with the Oxnard Housing Authority in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Gabriela Basua, Luis A. Mc Arthur, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present. The City Clerk stated that the agenda was posted on Thursday, September 4, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

The meeting opened with the pledge of allegiance to the flag of the United States led by Councilwoman Rodriguez, followed by a moment of silence for Albert Garcia, retired Equipment Operator with the City of Oxnard Environmental Resources.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Eric Sonstegard, Assistant City Manager; Kenneth Rozell, Chief Assistant City Attorney; Javier Chagoyen-Lázaro, Chief Financial Officer; Michael Wolfe, Public Works Director; KJ May, Construction Project Manager; Eric Humel, Grants Coordinator; Steve Naveau, Human Resources Director; Samantha Shapiro, Project Manager and Lourdes A. López, City Clerk.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Week of September 17 - 23, 2025 as "Constitution Week."

Mayor Mc Arthur read the proclamation and presented it to Jason Zaragoza, Assistant City Attorney. No public comments were received.

2. SUBJECT: Presentation of a Commendation to the El Rio Fastpitch 12u for Winning the 2025 USA Softball Western B National Championship, and El Rio Fastpitch 14u for Winning the 2025 USA Softball C State Championship.

Councilmembers presented certificates to the players and coaches. League President Albert Trevino made some remarks. No public comments were received.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND NON-ACTION ITEMS

Public comments were received from Yajaira Arroyo; Alondra Mendoza; Juan Carlos Diaz; Marlen Ramirez; Valeria Reyes; Chris Cisneros; Genevieve Flores-Haro; Willie Lubka; Julissa Peña; Aurora; Maria Navarro; Karla Godinez Lopez; Sarah Wilczewski; Karla Alejandra; Julio Almazan; Eulalia Mendoza; Jorge Toledano; Vanessa Teran; Estella; Glenn Sutherland; Ronald Arruejo; Vanessa Valdez; Greg Runyon; Fernando Gutierrez; Vivana Barajas; Larry Stein; Bev Dransfeldt and Odette Moran.

At 6:56 p.m. the City Council voted to continue with Items Not on the Agenda and Non-Action Items past the 30 minutes allotted.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Teran, to suspend the rules to allow the Council to accept speakers past the allotted thirty minutes. VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua and Mc Arthur voted in favor; the motion carried 7-0.

RECESSED

The City Council took a brief recess at 7:52 p.m.; the meeting resumed at 8:03 p.m.

Note: The City Manager requested to give his update after Council Business.

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

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

Mayor Pro Tem Teran asked that the City Manager bring back to the City Council an agenda item that would provide options for legal representation and services for those facing legal challenges.

Councilwoman Basua directed the City Manager to discuss with the County the possibility of entering into an MOU with the Public Defender's Office to match one attorney and bring back to the City Council an agenda item for consideration.

Councilwoman Perez and Mayor Mc Arthur requesting an agenda item regarding SB 627, SB 805, AB 1108 and look into Newsom vs Trump case.

Mayor Mc Arthur also requested that staff look at alternate resources besides the County of Ventura to provide legal representation for Oxnard residents.

Councilmember Perello and Councilwoman Basua requested an agenda item on background checks for soccer coaches.

Councilmember Perello requested an update on the parking structure elevators.

Public comment was received from Manuel Herrera.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

Candy Campbell, Emergency Services Manager provided an update on Disaster Preparedness work that is taking place in our City. The Chief Financial Officer and Assistant City Manager Sonstegard provided an update regarding Standard & Poor's (S&P) two credit rating upgrades (Water Fund upgrade to A+ and Wastewater Fund to A+ with a stable outlook).

J. REVIEW OF INFORMATION/CONSENT AGENDA

Item Nos. L-2 and L-6 were reviewed and discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

No public comments were received.

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the regular meeting minutes for September 2, 2025 and the special meeting minutes for August 19, 2025.

2. City Manager Department

SUBJECT: Updates to Citizen Advisory Group (CAG) Bylaws & Adoption of Library Board Bylaws.

RECOMMENDATION: That the City Council adopt **Resolution No. 16,003**:

1. Incorporating modifications to the Citizen Advisory Group (CAG) Bylaws; and
2. Establishing Bylaws for the Library Board.

(This item did not originate in committee.)

3. Finance Department

SUBJECT: Monthly Report and Accounting of All Receipts, Disbursements, and Fund Balances.

RECOMMENDATION: That the City Council receive and file this report and accounting of all receipts, disbursements and fund balances for the months of June 2024 and July 2025.

(This item did not originate in Committee)

4. Finance Department

SUBJECT: City's Monthly Investment Report for the period ending July 2025.

RECOMMENDATION: That the City Council receive and file the monthly investment report. This is an information item.

(This item did not originate in Committee.)

6. Public Works Department

SUBJECT: Third Amendment to Agreement 32300182 with MERITO Foundation for Education and Engagement Services at Ormond Beach.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to Professional Services Agreement 32300182 with MERITO Foundation in the amount of \$65,999 for a new total not-to-exceed amount of \$285,000 and extend the term to March 1, 2028, for education and engagement services.

(This item did not originate in Committee as it is a continuation of an item previously approved by the City Council on February 21, 2023.)

Consent Item Nos. L-1, L-3*, L-4*

It was moved by Councilmember Perello, seconded by Councilwoman Perez, to approve the Information/Consent items as presented. VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua and Mc Arthur voted in favor; the motion carried 7-0.

*Items L-3 and L-4 were for information only. No action was required.

Consent Item No. L-2

It was moved by Councilman Starr, seconded by Councilwoman Rodriguez, to approve Information/Consent L-2 as amended by staff. VOTE: Perez, Rodriguez, Starr, Teran, Basua, Perello and Mc Arthur voted in favor; the motion carried 7-0.

Consent Item No. L-6

The Public Works Director and Grants Coordinator presented and were available to answer questions. Discussion ensued among the Council and staff. No public comments were received.

It was moved by Councilwoman Perez, seconded by Mayor Pro Tem Teran, to approve Information/Consent Item L-6 as presented. VOTE: Rodriguez, Starr, Teran, Basua, Perello, Perez and Mc Arthur voted in favor; the motion carried 7-0.

OXNARD HOUSING AUTHORITY

At 9:24 p.m., the joint meeting with the Oxnard Housing Authority concluded.

At 9:24 p.m., it was moved by Mayor Pro Tem Teran, seconded by Councilmember Perello, to extend the meeting past 10:00 p.m. VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua and Mc Arthur voted in favor; the motion carried 7-0.

M. PUBLIC HEARINGS**N. REPORTS****1. Public Works Department**

SUBJECT: Agreement 32600091 with Hazen and Sawyer for Professional Engineering & Consulting Services for Effluent Pump Station Improvements. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Hazen and Sawyer for a term of five years from September 15, 2025, to September 15, 2030, for a total amount not to exceed \$2,415,738 for Professional Engineering Services related to the Effluent Pump Station Improvements Project PW 25-100.

(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.)

No public comments were received.

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

2. Public Works Department

SUBJECT: Public Project Agreement 32600126 with Jilk Heavy Construction, Inc. for Mandalay Bay Seawalls (West Hemlock Street Seawall Repairs) Project, Specification No. PW 24-129. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$2,586,765 in Project funds for the Mandalay Bay Seawalls (West Hemlock Street Seawall Repairs) Project, Specification No. PW 24-129;
2. The Mayor to Execute an Agreement with Jilk Heavy Construction, Inc. in the amount of \$2,210,910 for the Project and approve a Project contingency amount of \$221,091 (10%) with Jilk Heavy Construction, Inc. for a total not to exceed value of \$2,432,001 for the Project; and
3. A Project allocation amount of \$154,764 (~7%) 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.)

The Public Works Director and Construction Project Manager May presented and were available to answer questions. Discussion ensued among the Council and staff. No public comments were received. The City Clerk stated that there were 32 written comments in support of this contract.

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

3. Human Resources Department

SUBJECT: Resolutions Approving the Ratified Tentative Agreements with the Oxnard Mid-Managers Association, International Union of Operating Engineers, and a Resolution Approving the Salary and Benefits for Executive and Unrepresented Employees. (10 minutes)

RECOMMENDATION: That the City Council adopt the resolutions approving the tentative agreements with the Oxnard Mid-Managers Association (**Resolution No. 16,004**), the International Union of Operating Engineers (**Resolution No. 16,005**), and approving the salary and benefits for the Executive and Unrepresented Employees (**Resolution No. 16,006**).

(This item did not originate in Committee.)

The Human Resources Director and Chief Financial Officer presented and were available to answer questions. Discussion ensued among the Council and staff. Public comment was received from Larry Stein.

It was moved by Councilwoman Basua, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Teran, Basua, Perello, Perez, Rodriguez and Mc Arthur voted in favor; the motion carried 6-1 with Councilman Starr voting no.

4. Finance Department

SUBJECT: Delegation of City Council Investment Authority. (10 minutes)

RECOMMENDATION: That City Council provide direction to staff on the Delegation of City Council Investment Authority.

The Chief Financial Officer, Assistant City Manager Sonstegard and Chief Assistant City Attorney reviewed the options available under Government Code Section 53601(p) and 53060 and were available to answer questions. Discussion ensued among the Council and staff. No public comments were received.

It was moved by Councilman Starr, seconded by Councilwoman Basua, directed staff to investigate Option No. 1, including the request for proposals and return to City Council. VOTE: Basua, Perello, Perez, Rodriguez, Starr, Teran and Mc Arthur voted in favor; the motion carried 7-0.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 10:45 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Mayor

MINUTES
OXNARD HOUSING AUTHORITY
Regular Meeting
July 15, 2025

A. ROLL CALL, POSTING OF AGENDA

At 6:16 p.m., Chair Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard Housing Authority concurrently with the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Commissioners Jose Andrade, Gabriela Basua, Luis Mc Arthur, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present. Commissioner Francisco Vega was absent. The Secretary Designate stated that the agenda was posted on Wednesday, July 2, 2025 and the amended agenda on Thursday, July 10th at the Library, City Hall kiosk, City Administrative Offices and on the website.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO
ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States led by Commissioner Rodriguez, followed by a moment of silence in honor of Jaime Alanis Garcia and all that is happening around our country.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Stephen Fischer, City Attorney; Kenneth Rozell, Chief Assistant City Attorney; Andrew Gonzalez, Deputy City Attorney; Mira Saleh, Deputy City Attorney; Financial Officer; Michael Wolfe, Public Works Director; Anthony Miller, Special Districts Manager; Jason Benites, Police Chief; Andrew Dickinson, Code Compliance Manager and Lourdes A. López, City Clerk.

E. CEREMONIAL ITEMS

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND NON-ACTION ITEMS

G. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

H. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

I. REVIEW OF INFORMATION/CONSENT AGENDA

The City Clerk announced that Item K-1, City Council minutes of July 1, 2025 were being removed from the agenda and will be rescheduled.

Item Nos. K-3 and K-6 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 Oxnard Housing Authority Board of Commissioners approve the minutes of the June 3, 17 and 26, 2025 regular meetings as presented.

5. Housing Department

SUBJECT: Policy, Portfolio Guidelines, and Investment Delegation for the Housing Authority of the City of Oxnard.

RECOMMENDATION: That the Oxnard Housing Authority Board of Commissioners adopt **Resolution No. 1,353** approving an investment policy and investment portfolio guidelines for the Housing Authority of the City of Oxnard, and delegating investment authority to the Housing Finance Officer for Fiscal Year 2025-2026.

(The Finance and Governance Committee approved 3-0 on June 24, 2025.)

It was moved by Mayor Pro Tem Teran, seconded by Councilmember Perello, to extend the meeting past 10:00 p.m. VOTE: Basua, Mc Arthur, Perello, Perez, Rodriguez, Starr and Teran voted in favor; the motion carried 7-0.

RECESS

At 9:43 p.m., the City Council recessed and at 9:53 p.m., the City Council reconvened.

L. PUBLIC HEARINGS

M. REPORTS

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 11:35 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Chair

MINUTES
OXNARD HOUSING AUTHORITY
Regular Meeting
July 29, 2025

Because there were no items requiring consideration on this date, there was no regular meeting.

LOURDES A. LÓPEZ
Secretary Designate

LUIS A. MC ARTHUR
Chair

MINUTES
OXNARD HOUSING AUTHORITY
Regular Meeting
September 2, 2025

Because there were no items requiring consideration on this date, there was no regular meeting.

LOURDES A. LÓPEZ
Secretary Designate

LUIS A. MC ARTHUR
Chair

MINUTES
OXNARD HOUSING AUTHORITY
Regular Meeting
September 16, 2025

A. ROLL CALL, POSTING OF AGENDA

At 6:03 p.m., Chair Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard Housing Authority concurrently with the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Commissioners Jose Andrade, Gabriela Basua, Luis A. Mc Arthur, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present. Commissioner Francisco Vega was absent. The Secretary Designate stated that the agenda was posted on Thursday, September 4, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

**CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO
ASSEMBLY BILL 2449**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. APPOINTMENT ITEMS

E. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States led by Commissioner Rodriguez, followed by a moment of silence for Albert Garcia, retired Equipment Operator with the City of Oxnard Environmental Resources.

Staff members present were Alexander Nguyen, Executive Secretary; Ashley Golden, Assistant Executive Secretary; Kenneth Rozell, Chief Assistant General Counsel; Brenda Lopez, Housing Director and Lourdes A. López, Secretary Designate.

F. CEREMONIAL ITEMS

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND NON-ACTION
ITEMS

RECESSED

The Oxnard Housing Authority took a brief recess at 7:52 p.m.; the meeting resumed at 8:03 p.m.

- H. REPORT OF EXECUTIVE DIRECTOR/SECRETARY
- I. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS
- J. REVIEW OF INFORMATION/CONSENT AGENDA
- K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

No public comments were received.

- L. INFORMATION/CONSENT AGENDA

- 5. Housing Department

SUBJECT: Oxnard Housing Authority's Monthly Investment Report for period ending July 2025.

RECOMMENDATION: That the Oxnard Housing Authority Board of Commissioners to receive and file the monthly investment report. This is an information item.

(This item did not originate in Committee.)

Consent Item No. L-5

It was moved by Commissioner Andrade, seconded by Vice Chair Teran, to approve Information/Consent L-2 as recommended. VOTE: Andrade, Perez, Rodriguez, Starr, Teran, Basua, Perello and Mc Arthur voted in favor; the motion carried 8-0-1. Commissioner Vega absent.

OXNARD CITY COUNCIL

At 9:24 p.m., the joint meeting with the Oxnard City Council concluded.

- M. PUBLIC HEARINGS
- N. REPORTS
- O. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Mc Arthur adjourned the meeting at 9:24 p.m.

LOURDES A. LÓPEZ
Secretary Designate

LUIS A. MC ARTHUR
Chair



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. L.2

DATE: October 7, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Approving the 2025 City of Oxnard Water System Design and Construction Standards and an update to the 2002 City of Oxnard Standard Plates and Design Criteria.

RECOMMENDATION

That the City Council:

1. Adopt a resolution approving the 2025 Water System Design and Construction Standards and an update to the 2002 City of Oxnard Standard Plates and Design Criteria for public works construction; and
2. Delegating discretionary authority to the Public Works City Engineer to approve future revisions to the 2025 Water System Design and Construction Standards and 2002 City of Oxnard Standard Plates and Design Criteria; and
3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

(The Public Works and Transportation Committee approved 3-0 on September 9, 2025)

BACKGROUND

The 2002 City of Oxnard Standard Plates and Design Criteria has been used by engineers, developers, contractors, and the general public for guidance to construct improvements to the City's infrastructure. It covers commonly encountered aspects of public improvements such as street construction, stormwater conveyance, and water/wastewater infrastructure. The proposed update to the water system design and construction standards reflects the collaboration of engineering and water works staff from the Public Works and Community Development Departments, and reflects the latest industry standards, State requirements, and waterworks requirements. This helps ensure that the highest quality of public and private water improvements are used throughout the City. To allow for certain legal protections under design immunity consistent with Government Code Section 830.6, staff recommends the City Council delegate discretionary authority to the Public Works City Engineer to approve future revisions.

DISCUSSION

A comprehensive update effort for the water system design and construction requirements commenced in 2023. Engineering and waterworks staff from the Community Development and Public Works Departments combined their expertise to develop an updated set of engineering standard drawings and specifications for the public water system. This update aligns with industry standards, state requirements, and the latest waterworks regulations.

The core of the update focuses mainly on the municipal water system engineering and construction requirements. Staff incorporated changes in construction practice and specification formatting for the public water system as a standalone document, as shown in Attachment 2, and detaching it from the 2002 Standard Plates and Design Criteria. These updated water standards, presented in a clear and concise manner, will assist engineers, developers, contractors, and the general

public by providing guidance for the City's requirements for quality public works construction.

The present 2002 Standard Plates and Design Criteria, with the removal of the old water standards, is over 200 pages long. Revisions have been periodically performed to keep the standard plates and design criteria relevant to current engineering and construction standards. The Public Works City Engineer, as the City's technical lead, is responsible for overseeing and approving such revisions; this process provides proper quality control and assurance steps to ensure that the document is continuously updated.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Public Works and Transportation Committee recommended 3-0 on September 9, 2025, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tai Chau, Assistant Community Development Director

ATTACHMENTS

1. Draft City Council Resolution
2. 2025 Water System Design and Construction Standards
3. Updated 2002 Standard Plates and Design Criteria

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING AN UPDATE TO THE 2002 STANDARD PLATES AND
DESIGN CRITERIA FOR PUBLIC WORKS CONSTRUCTION AND THE
2025 CITY OF OXNARD WATER SYSTEM DESIGN AND CONSTRUCTION
STANDARDS AND DELEGATING DISCRETIONARY AUTHORITY TO THE
CITY ENGINEER TO APPROVE FUTURE REVISIONS

WHEREAS, the City of Oxnard Standard Plates and Design Criteria was originally published in 2002; and

WHEREAS, the 2002 City of Oxnard Standard Plates and Design Criteria have been used by engineers, developers, contractors, and the general public to construct improvements to the City's infrastructure; and

WHEREAS, it is in the best interest of the City and developers to have the engineering standards and specifications continued to be updated to align with industry standards and State of California Requirements for public works construction; and

WHEREAS, each succeeding revision to the 2002 City of Oxnard Standard Plates and Design Criteria reflects the constantly changing technology and advanced thinking of the construction industry, and

WHEREAS, the American Water Works Association Standards and the Standard Specifications for Public Works Construction ("Greenbook") were used in developing the 2025 City of Oxnard Water Design and Construction Standards for adoption herein; and

WHEREAS, from time to time, the Public Works City Engineer will deem it necessary to make revisions to the 2002 City of Oxnard Standard Plates and Design Criteria and the 2025 City of Oxnard Water System Design and Construction Standards.

WHEREAS, the Public Works and Transportation Committee reviewed at its regular meeting of September 9, 2025 and recommended that the City Council consider and approve the 2025 City of Oxnard Water System Design and Construction Standards and an update to the 2002 City of Oxnard Standard Plates and Design Criteria.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES
RESOLVE AS FOLLOWS:

1. Approves the 2025 City of Oxnard Water System Design and Construction Standards and an update to the 2002 City of Oxnard Standard Plates and Design Criteria; and

2. Authorizes the Public Works City Engineer to approve future revisions to the 2002 City of Oxnard Standard Plates and Design Criteria and the 2025 City of Oxnard Water System Design and Construction Standards; and
3. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

PASSED AND ADOPTED this ____ day of _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FROM:

Stephen M. Fischer, City Attorney



CITY OF OXNARD WATER SYSTEM DESIGN AND CONSTRUCTION STANDARDS

**2025 EDITION
CITY COUNCIL RESOLUTION NO. XXX**

2002 STANDARD PLATES AND DESIGN CRITERIA

REVISION TRACKER

[illegible]

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WATER STANDARD PLATES

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W-3	Gate Valve Installation
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W-5	1-inch Polyethylene Water Service
W-7	Blowoff Valve Installation
W-8	Combination Air-Vac Valve
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W-10	3-inch & Larger Water Meter and Backflow
W-11	2-inch Fire Backflow
W-12	3-inch & Larger Fire Backflow
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W-14	Fire Hydrant Air Gap Method
W-15	Water Sampling Station
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W-21	Standard Trench
W-22	Residential Fire Line Service

SECTION 1 – PURPOSE AND SCOPE

The design and construction of water mains and other appurtenances in the City of Oxnard (City) shall comply with these standards herein called **2025 Water Design and Construction Standards (WDCS)**, except where specific modifications have been approved, in writing by the Director of Public Works, City Engineer, or Water Division Manager. A registered civil engineer shall sign all submitted plans, and all work shall be done in accordance with good engineering practice. This document sets forth the procedure for designing and preparing plans and specifications for the public water systems built for the City of Oxnard. Wherever there are differences between these standards, state or federal regulations, the most stringent or highest requirement shall govern. Specifications and Standard Plates relating to pipelines are intended for pipes up to 18-inches in diameter. Pipe size larger than 18-inches shall be reviewed and approved by the City Engineer. Based on field conditions, the City Engineer has the discretion to impose additional requirements beyond the WDCS.

The City intends to provide uniformity of design and construction; the design engineer shall review the methods and procedures contained herein to ensure they apply to the project under design or construction. The City will revise the WDCS as needed to keep them current and include new or changed policies, data, and methods. The City Engineer shall have the primary responsibility for the coordination and preparation of new materials or revisions to the WDCS.

1.1 CITY JURISDICTION

Public facilities are public water infrastructure located within public streets, City properties, easements, or other rights-of-way, including water services from the public water mains to the City meters. The City shall operate, maintain, and repair its facilities. For all projects subject to City approval, the applicant's design engineer shall submit all water improvement plans to the City for review. All plans, specifications, reports, and/or documents shall be prepared, signed, and stamped by a registered civil engineer licensed to practice in California and shall be in conformance with the most current edition of the WDCS.

1.2 EXCEPTIONS & INTERPRETATIONS

Requests to modify or deviate from the WDCS must be submitted in writing to the City Engineer for review and approval. The City Engineer along with the Water Division Manager, shall have sole authority to determine the interpretation of all design and construction standards requiring clarification.

1.3 WATER SERVICE AREA

Developers and project proponents are advised to coordinate with the City Community Development Department and, if deemed necessary, the Public Works Department Water Division to confirm that a property is within the City Service Area and to determine water availability and service requirements for a property prior to its purchase and development. The City shall not be held liable for any decision made to purchase a property based on the information provided. It is the responsibility of the interested party to practice due diligence and perform an independent verification from a licensed engineer as to the feasibility and constructability of water improvements to the property.

SECTION 2 - DESIGN CRITERIA

The WDCS outlines design criteria that apply to the design and construction of all waterworks facilities owned and/or operated by the City. Variance from the requirements specified in this section may be requested by the design engineer. The City Engineer has sole discretion to approve or reject all variance requests.

The applicant and project proponents shall be responsible for the construction of any improvements to the City's water distribution system to satisfy the WDCS requirements. The applicant shall be responsible for demonstrating that the WDCS requirements can be met through hydraulic calculations.

2.1 WATER MAIN DESIGN REQUIREMENTS

A. Water Main Location

The city water mains shall be located on the public streets minimum 5-feet from the south or east curb face unless the City of Oxnard Street Standard Plates or City Engineer requires otherwise.

B. Fire Hydrants

Fire hydrants shall be installed along the public water main at an interval of 500-feet maximum for low density residential areas. The fire hydrant interval shall be 300-feet maximum for high density residential, commercial and industrial areas with sufficient numbers so that all points of all structures are within 150-feet of a fire hydrant, or as otherwise approved by the Fire Department.

C. Depth of Water Main

The standard uniform minimum depth of cover to the top of the pipe shall be **42-inches** unless the City Engineer permits a shallower depth with special trench backfill.

D. Water Main Flow Velocity

City water mains shall be sized to limit the flow velocity to not exceed 5-feet per second under peak hourly flow and 10-feet per second with fire flow.

E. Water Main Sizing & Hydraulic Calculations

Water mains shall be a minimum of 8-inches in diameter. Any exceptions shall be reviewed and approved by the City Engineer on a case-by-case basis. All hydraulic calculations shall be prepared, signed, and sealed by a registered Civil Engineer licensed in the State of California. The calculations shall be submitted to the City Engineer for review and approval.

For pipeline analysis, the maximum Hazen-Williams coefficient (C) shall be assumed to be 120 for cement mortar-lined pipes and 130 for polyvinyl chloride pipes.

F. Title 22 Separation Requirements

The separation of water mains adjacent to sewers, storm drains, and other conduits carrying hazardous fluids shall comply with Section 64572, Title 22, California Code of Regulations, entitled "California Waterworks Standards," as set forth by the California State Water Resource Control Board, Division of Drinking Water (DDW).

The basic separation requirements are listed below for guidance purposes only. The design engineers and contractors shall refer to the Title 22 requirements for details.

- 1) Parallel Construction: The horizontal distance (outside diameter to outside diameter) between water mains and sewer lines shall be a minimum of 10-feet and 4-feet minimum for storm drain lines. The water mains shall be located 1-foot vertically above the top of the sewer and storm drain lines.
- 2) Perpendicular Construction (Crossing): Pressure water mains shall be at least 1-foot above the top of sanitary sewer and storm drain lines without joints within 8-feet over the crossings.
- 3) Common Trench Prohibition: Construction of water and wastewater main lines in the same (common) trench is prohibited.
- 4) Exceptions to Basic Separation Standards: All efforts shall be made to comply with the separation requirements described above; any exceptions shall be reviewed and approved by DDW via a Waiver Process. Title 22 Waivers shall first be reviewed and approved by the City Engineer and Water Manager. The City will coordinate with DDW for final approval.

2.2 PUBLIC WATER EASEMENT

Where a fire line or a water main crosses private property, a licensed surveyor or registered civil engineer (licensed to practice land surveying) shall submit the proposed easements to the City Engineer for review and approval prior to the start of construction. Each sheet is to bear the seal and signature of the responsible person. The easement information shall be legibly, professionally, and sufficiently ready for the retracement of the survey without further research. The project proponents shall provide additional information requested by the City Engineer needed to complete the review and approval of the easement.

A. Public Easement Requirements

The easement will be a minimum of 15-feet wide, with the water line located 5-feet from one side to allow a 10-foot work area. Except for crossings and where approved by the City Engineer, other utilities are not permitted to be installed parallel to the public water main inside the water easement. The water easement will be recorded in the Tract or Parcel Map and shall be indicated on the improvement plans prior to approval by the City. The water easement shall be recorded on a Grant Deed if no map is recorded.

All water service lines from the main up to and including the meter box shall be within the water easement. The developer is responsible for paying all necessary fees to the City to cover the review approval and recordation of the water easement. Fire line or water main on private property within the exclusive water easement will not be classified as a point of service connection unless approved by the City Engineer and Fire Department under unique/special circumstances.

B. Variance & Deviation

Where approved by the City of Oxnard Fire Department for the design of the onsite water system that supplies water to the onsite hydrants to be privately owned, the system shall have backflow prevention device(s) located to prevent possible contamination of the public water from the private water line. The location and type of backflow device will be subject to the City's review and approval prior to installation.

SECTION 3 – MATERIAL REQUIREMENTS

The materials outlined herein have been selected for their strength, durability, and ease of maintenance. Unless specifically approved otherwise by the City Engineer or Water Division Manager, all materials shall be new and unused. American Water Works Association (AWWA), Standard Specifications for Public Works Construction (SSPW), or other standards are referenced where applicable, and it shall be the responsibility of the design engineer and contractor to become familiar with those standards to ensure compliance.

The City established parts standardization, including manufacturer and product names or approved equals. Other products may also meet City requirements; the contractor must indicate that the product/material is equal to the one specified in the construction documents and submit any requested change of materials in writing for City approval prior to placement.

The City reserves the right to discontinue or prohibit the use of any specific product or material. The City Engineer has the sole authority to make such changes based on engineering judgment, product performance, or maintenance criteria.

3.1 MATERIALS OVERVIEW

A. Summary

- 1) All potable water components shall be certified as NSF 61 and lead-free.
- 2) For grant-funded projects and where specified by the City Engineer or Water Manager, any material or item installed in the water system shall be of **American origin** with a certificate of origin.
- 3) Approved equal products from Ford, Jones, Mueller, and McDonald are all acceptable products.
- 4) Each PVC pipeline and polyethylene service shall include a 12-gauge blue insulated copper wire above the pipeline.
- 5) All meters shall read in 10-cubic feet. Water meters 3-inches and larger shall be approved by the City and installed by the contractor.
- 6) The table below summarizes the material requirements. Refer to each specific subsection for further details

SUMMARY OF MATERIALS (1 OF 2)			
Item	Material	Description	Standard/Model
Service Saddles	PVC	CC Thread Outlet	AWWA C800 Ford 202BS
	Ductile Iron, Cast Iron, & AC	CC Thread Outlet	AWWA C800 Ford 202B
Corporation Stops (Ball Type)	1"	AWWA/CC Thread (PEP Pack Joint)	Ford FB 1001-4-NL
	2"	AWWA/CC Thread (CTS Pack Joint)	Ford FB 1000-7-NL
Services	1" service	Polyethylene Pipe IPS SDIR-7	ASTM D2239 PE 4710
	2" Service	Type K Hard Copper Tubing	ASTM B88
		NSF 61 Lead-Free Solder	ASTM B-32
Angle Meter/Curb Stops (Ball Type)	¾" & 1" Meters	City (PEP Pack Joint)	Ford BA63-444W-NL
		Customer w/ Handle (CTS Pack Joint)	Ford BA43-444W-NL
	1.5" & 2" Meters	City & Customer (CTS Pack Joint)	Ford BFA43-777W-NL
Meters	2" and Smaller	E-Series Ultrasonic	Badger No. 100-1596 or Equal
	3" – 8"	E-Series Ultra Sonic Lead-Free Bronze	Badger No. 101-5832
	10" and Larger	Badger Ultra Sonic - TBD by the City	TBD by the City
Meter Boxes	1" Meter	Non-Traffic Rated	Fibrelyte FL30 with AMI Lid
	1.5" & 2" Meter	Non-Traffic Rated	Fibrelyte FL36 with AMI Lid
	1" Meter	Traffic Rated	Armorcast A6001946PCX12 with AMI Lid
	1.5" & 2" Meter	Traffic Rated	Armorcast A6001640PCX12 with AMI Lid
Tapping Sleeves	4" & Larger	Stainless Steel	AWWA C223
Gate Valves	Resilient-Seated Gate Valves	Epoxy Coated	AWWA C509
	Valve Boxes	Traffic Rated	Bingham & Taylor Mark V Heavy Lid 4" Skirt: CUL10HVVY4W Box Flange: CUL10RHVYF

SUMMARY OF MATERIALS (2 OF 2)			
Item	Material	Description	Standard/Model
Water Main Pipes	PVC	Class 305 DR 14	AWWA C900
	Ductile Iron	Class 350	AWWA C151
Coatings and Linings	Ductile Iron Pipe & Fittings	Asphaltic Seal Coat (Inside and Out)	AWWA C151
		Double Cement Lining	AWWA C104
		Exterior Polyethylene Encasement	AWWA C105
Joints	Ductile Iron Pipe Joints	Push-On (Tyton) & Mechanical Rubber Gasket Joints	AWWA C111
		Flanged Joint	AWWA C115
Fittings	Ductile Iron Fittings	Mechanical Restraint Compact Body	AWWA C153
		Mechanical Restraint Full Body	AWWA C110
		Flanged Connection	AWWA C110
		Double Cement Lining	AWWA C104
		Asphaltic Seal Coat (Inside and Out)	AWWA C104/C153
	Nuts and Bolts	Stainless Steel 304/316	ASTM A240
	Gasket (Push-On & Restraint)	Styrene Butadiene Copolymer (SBR)	AWWA C111
	Full Face Gasket 1/8" minimum (Flanged)	Styrene Butadiene Copolymer (SBR) or Ethylene Propylene Diene Monomer (EPDM)	AWWA C111
Fire Hydrants	Ductile Iron Body	Low Residential Jones J 4040 / Clow 850 (4-1/2" x 2-1/2")	AWWA C503
	Ductile Iron Body	Commercial & High Residential Jones J 4065 / Clow 865 (4-1/2" x 4-1/2" x 2-1/2")	AWWA C503
	Hydrant Check Valve	Hydrant Guard HG1-611-611	AWWA C503
Air-Vacuum Combo Valves	2-in & smaller	ARI D040 / APCO 145-C / Crispen U-20	AWWA C512
	Enclosure	24" DIA. X 36" High Polyethylene	Armorcast P6002002

3.2 WATER SERVICE LINE MATERIALS AND FITTINGS

A. Polyethylene Service

- 1) Polyethylene pipe (PE) shall be SDR-7 PE-4710, meeting the Iron Pipe Size standards and conforming to all applicable requirements of AWWA C901 and ASTM D2239. PE installation shall include tubular stainless-steel inserts per ASTM 240-92B. 1-inch PE service lines shall be installed for 3/4-inch and 1-inch meters.
- 2) Marking: PE pipe or tubing shall be permanently indented/branded indicating size, manufacturer's name, pressure rating, NSF logo, material designation code, applicable ASTM Specification, date code, and any other appropriate code designation.
- 3) Protection: PE pipe or tubing shall be protected for outdoor storage with suitable wrapping material. Materials stored outside without proper protection will not be accepted for installation.

B. Copper Service

- 1) Type K hard copper shall be used for 1.5 to 2-inch water services, and shall also be used for risers and connections to backflow devices.

C. Corporation Stops

- 1) All corporation stops shall be ball-type with AWWA/CC thread. All brass shall conform to AWWA C800.
- 2) 1-inch corporation stops shall be Ford PEP pack joint **FB 1001** or approved equal for PE services.
- 3) 2-inch corporation stops shall be Ford CTS pack joint part number **FB 1000** or approved equal for copper services.

D. Angle Stops

- 1) All 1-inch City angle meter stops shall be ball-type with Ford PEP pack joint part number **BA63** or approved equal compatible with PE services.

- 2) Customer 1-inch angle meter stops shall be Ford CTS pack joint **BA43** (with handle) compatible with building water service lines.
- 3) All 2-inch angle meter stops shall be Ford CTS pack joint with meter flange part number **BFA43** with insert for copper services. Each customer angle meter stop shall be equipped with a handle.

E. Service Saddles

- 1) General: Service saddles shall be double band/strap brass saddle type with stainless steel band or bronze straps with AWWA/CC outlet thread. All brass shall conform to the requirements of AWWA C800. Gaskets shall be EPDM rubber per ASTM D2000. The outlet tap shall be:
 - PVC C900: Ford **202BS** or approved equal.
 - AC, Ductile Iron, Cast Iron: **Ford 202B** or approved equal.
- 2) All 4-inch service connections or larger shall consist of a tee or tapping tee with a flanged outlet and a flange RS gate valve.

3.3 WATER MAIN PIPE MATERIALS

F. Polyvinyl Chloride (PVC)

- 1) PVC Pipe: PVC Pipe for public water lines shall be **Class 305 DR 14** and conform to the quality and strength requirements of the latest edition of AWWA C-900. All PVC pressure pipes for domestic water applications shall be blue color.
- 2) Pipe Marking: Each pipe length shall be marked with the date of manufacture, nominal pipe size, and OD base, the AWWA pressure class, and the AWWA specification designation AWWA C900.
- 3) Joint Mechanisms: One gasket shall be furnished with each length of elastomeric-gasket bell-end in accordance with the requirements of AWWA C900.
- 4) Coupling: PVC couplings shall be supplied with an elastomeric gasket at each end per AWWA C900/C905. Solvent cement joints or couplings are not allowed.
- 5) Fittings: PVC pushed-on fittings are not permitted. Ductile iron fittings shall be used

with PVC pipe, meeting the requirements of AWWA C110 (full body) or C153 (compact). Ductile iron fittings shall be double cement lined with asphaltic coating (inside and out), meeting the requirements of AWWA C104. Nuts and bolts used with fittings shall be stainless steel 304/316. All fittings shall be rated for 250 psi.

- 6) Physical Testing Requirements: All test requirements shall be in accordance with the provisions of AWWA C900.

G. Ductile Iron Pipe

- 1) Ductile Iron Pipe: Ductile iron pipe shall be **Pressure Class 350** with push-on or mechanical joints, restrained joints, plain ends, or cast flange ends conforming to the requirements of the latest edition of AWWA C151.
- 2) Special Thickness Class: Minimum wall thickness for pipe having threaded, grooved, or ball and socket ends shall be Special Thickness Class 53 in accordance with AWWA C150 & C151.
- 3) Lining and Coating: Ductile iron pipe shall be double-cement mortar lined meeting the requirements of AWWA C104. The interior and exterior coating shall have a bituminous coating approximately one (1) mil thick.
- 4) Push Joints: Unless otherwise called out on the plans, "Tyton®" type push-on joints shall be used. The joint dimension and gasket shall be as specified in AWWA C111.
- 5) Fittings: Ductile iron fittings, mechanical joint or flanged, shall be used with ductile iron pipe meeting the requirements of AWWA C110 (full body) or C153 (compact). Ductile iron fittings shall be double cement lined with bituminous coating inside and out, meeting the requirements of AWWA C104. Nuts and bolts used with fittings shall be stainless steel 304/316. All fittings shall be rated for 250 psi
- 6) Polyethylene Encasement shall be furnished and installed in accordance with AWWA C105 and shall protect the outside surface of pipes and fittings. Ductile iron pipes and fittings shall be polyethylene encased.
- 7) Gaskets:
 - Mechanical, push-on, and restrained joints shall be synthetic or natural rubber in accordance with AWWA C111.

- Gaskets for flanged joints shall be 1/8-inch thick. Full-face type gaskets with pre-punched holes shall be used where both flanges have flat faces. Ring gaskets extending to the inner edge of the bolts may be used where a raised face flange is present.

H. Steel Pipe

- 1) General: The use of steel pipe is not permitted unless where deemed necessary and approved by the City Engineer. The specifications provided herein for steel pipe are for guidance only.
- 2) Steel Pipe: Steel Pipe shall conform to AWWA C-200, AWWA M-11, latest edition. Steel shall be ASTM A-36, ASTM A-1011 or A-1018, Grade 36, having a 0.25% maximum carbon content. Cylinders shall be fabricated from hot-rolled carbon steel sheets or plates conforming to ASTM A570 or ASTM A283, with a minimum yield point of 33,000 psi, or shall conform to ASTM A53, Type E or S, Grade B.
- 3) Pipe Thickness: Steel cylinder shall be a minimum of 0.188-inches thick for straight runs of distribution and transmission pipe with diameters less than 30-inches and shall be a minimum of 0.25 inches for diameters 30-inches and larger.

The minimum wall thickness shall be 0.25 inches for all pipe specials, and all pipes regardless of size, within 10-feet of structures, vaults, and other significant pipe appurtenances (such as blow-offs, manways, PRV vaults, valve vaults, meter vaults, pump stations, etc.); wherever the pipe is to be installed or jacked inside pipe casings; and wherever pipe penetrations are required.

- 4) Lining: All steel pipes shall have cement-mortar lining in accordance with AWWA C205. Cement for mortar shall be in accordance with ASTM C150, Type II or V. The minimum lining thickness shall be per AWWA C205 and is summarized below:

<u>Nominal Pipe Diameter</u>	<u>Lining Thickness</u>	<u>Tolerance</u>
4" to 10"	1/4"	-1/16" to +1/8"
11" to 23"	5/16"	-1/16" to +1/8"
24" to 36"	3/8"	-1/16" to +1/8"

- 5) Coating: Cement-mortar coating shall meet the requirements of AWWA C205 and shall be ASTM C150, Type V.

Cement Mortar Coating Thickness		
Nominal Pipe Size	Coating Thickness	Thickness Tolerance
<u>Inches</u>	<u>Inches</u>	<u>Inches</u>
6"-10"	1/2	-0 + 1/ 8
12 "-16"	5/8	-0 + 1/ 8
18" and larger	3/4	-0 + 1/ 8

Reinforcement for the coating of pipe section shall be one of the following as specified by the supplier:

- Spiral wire - 15 gage @ max. 1-1/4" spacing with wire meeting ASTM A82.
- Wire fabric - 2x4 steel wire mesh, 13 gage each way meeting ASTM A185.
- Ribbon mesh - 18 gage wire or 1-1/2 x 1-1/4 mesh of 17 gage wire all meeting ASTM A82.

- 6) Fittings: Minimum wall thickness of all fittings (pipe specials) shall be 0.25-inches. Fittings 4 through 10-inches shall be designed for 250 psi and conform to ANSI B16.9. Fittings 12-inches diameter and larger shall comply with AWWA C208. Note, the minimum plate thickness required for the steel pipe shall also apply to fittings. Reinforcement of fittings shall be in accordance with AWWA M11.

Material for fittings 4 through 10-inches shall comply with ASTM A-234, Grade WPB. Material for fittings larger than 10-inches but less than or equal to 30-inches in diameter shall be the same as the pipe. Cement-mortar lining and ID dimensions shall be the same as the specified pipe.

- 7) Bolts, Nuts, and Gaskets for Joints and Flanges: Bolts and nuts for flanges shall be Type 316 stainless steel. Gaskets shall be NSF 61 certified and be composed of synthetic fiber with rubber binder and shall be "full faced", 1/8-inch thick. Gaskets shall conform dimensionally to ANSI B16.21.
- 8) Grooved End Fittings: Fittings smaller the 24-inches in diameter with grooved ends shall have rolled grooves, flexible type, with dimensions as shown in AWWA C-606, Table 3. Steel wall thickness shall be standard weight, ANSI B36.10. Cement-mortar lining and ID dimensions shall be the same as the specified pipe.

- 9) Welded Fittings: Welded joints shall be lap welded – double lap welded or joined by butt-strap connection. One of each section shall be swaged out to form a female or bell end, which allows the male or spigot end to enter approximately 1-inch with a clearance of approximately 1/32-inch. The spigot end shall be “sized” to permit it to enter the bell end of the adjacent section and the weld bead shall be ground flush for the distance it is to enter the bell end. Welders shall be qualified under the provisions of ANSI/AWS D1.1 by an independent local, approved testing agency not more than 6 months prior to commencing work on the pipeline.

3.4 MAIN LINE COUPLINGS

A. Ductile Iron Flexible Couplings

- 1) Ductile iron couplings meeting the requirements of ASTM A536 and manufactured in accordance with the requirements of AWWA C219 for unrestrained coupling used to join plain end pipes shall be either two-bolt or multi-bolts with a minimum rated pressure of 250 psi working pressure. All flexible couplings shall be fusion-bonded epoxy lined and coated in accordance with AWWA C213. The minimum center sleeve length shall be 7-inches for pipe sizes up to 6-inches in diameter; 10- inches for pipe sizes larger than 6-inches pipe diameters.
- 2) Sleeve Bolts: Sleeve bolts shall be corrosion-resistant Type 304/316 stainless steel with minimum yield strength of 45,000 psi and shall conform to ASTM-A-193 and AWWA C111.
- 3) Transition Couplings: These are designed to connect pipes of the nominal size, but different materials shall be ductile iron, meeting the requirements of ASTM A536 and manufactured in accordance with the requirements of AWWA C219. Transitional coupling shall have a 250 psi rated working pressure with fusion-bonded epoxy lined and coated in accordance with AWWAC213 using stainless steel 316 fasteners, nuts, and bolts.

B. Restraint Couplings

- 1) Ductile iron restraint couplings shall meet the requirements of ASTM A536 with 250-psi rated working pressure with fusion-bonded epoxy lined and coated in accordance with AWWAC213 with stainless steel 304/316 fasteners, nuts, and bolts.

3.5 MAIN LINE VALVES

A. Gate Valve (4" – 12")

- 1) General: For 4-inch through 12-inch diameter valves, the contractor shall provide epoxy-coated, resilient-seated gate valves with FL x MJ. Valves larger than 12-inches in diameter shall be project-specific and receive approval from the City Engineer or Water Division Manager.
- 2) Resilient Seated Gate Valves: 4-Inches Through 12-Inches: Resilient seated wedge-type gate valves shall conform to AWWA 509 and the following requirements. Valve shall have a wedge-type resilient seat, fully encapsulated in peroxide-cured EPDM. Valves shall be designed for a minimum working pressure of 200 psi.
- 3) Stem: Valves shall have non-rising stems fabricated of Type 304 or Type 316 stainless steel. As an alternative stem material may be high-strength bronze alloy. Stem nuts shall be independent of the gate and shall be made of bronze.

Low friction and torque reduction thrust bearings shall be provided both above and below the stem collar. Stuffing boxes shall be O-ring seal type with two rings located in the stem above the thrust collar. Stem shall be equipped with a 2-inch AWWA square nut and shall turn in a counter-clockwise direction to open the valve.

- 4) Valve Stem Extension: A valve stem extension shall be provided for each valve having an operating nut more than 40" below finished grade. Extension stem either of standard manufacture or shop fabricated shall bring the operating nut within 12-inches of the surface.

The extension stem shall be made of a solid round steel bar of a diameter equal to the valve stem diameter with a minimum of 1-inch diameter or extra heavy steel pipe of diameter equal to 1.25 times the valve stem diameter with a minimum of 1.25-inch diameter.

- 5) Coating: Valves shall be factory-coated with fusion-bonded epoxy on all interior and exterior surfaces. Epoxy coating shall be in accordance with ANSI/AWWA C550 Standard.
- 6) Polyethylene Wrap: Buried valves shall be wrapped with two layers of 8-mil polyethylene wrap per AWWA C105 and secured with a 10-mil thick corrosion protection tape.

- 7) Valve Anchor: Valves shall be anchored in concrete as specified by the Standard Plate. Supports are not required for buried valves bolted to flanged pipe or fixed or supported fittings. Supports shall be installed prior to pressurizing the system.
- 8) Boxes & Risers: Valve boxes shall be **Bingham & Taylor Mark V Heavy** with 8-inch PVC SDR-35 risers.

B. Butterfly Valves

- 1) General: Butterfly valves shall be in accordance with the requirements of AWWA C504, Class 250B, and shall be permitted only when specifically called for in the plans and approved by the City Engineer or Water Division Manager.
- 2) Valve Body: Shall be ductile iron with integrally cast mechanical joint or flanged ends.
- 3) Nuts and Bolts: Body bolts for all valves shall be Type 304/316 stainless steel.
- 4) Valve Operators: Shall be of the manual traveling nut design. Operators shall be equipped with a 2-inch AWWA square operating nut and shall turn in a counter-clockwise direction to open the valve. The valve operators shall be sealed and gasketed and lubricated for underground service and have stops in the open/close position. The actuator shall have a mechanical stop which will withstand an input torque of 450 ft-lbs against the stop.
- 5) Coating: Valves shall be factory-coated with fusion-bonded epoxy on all interior and exterior surfaces. Epoxy coating shall be in accordance with ANSI/AWWA C550 Standard.
- 6) Polyethylene Wrap: Buried valves shall be wrapped with two layers of 8-mil polyethylene wrap per AWWA C105 and secured with a 10-mil thick corrosion protection tape.
- 7) Valve Anchor: Valves shall be anchored in concrete as specified by the Standard Plate. Supports are not required for buried valves bolted to flanged pipe or fixed or supported fittings. Supports shall be installed prior to pressurizing the system.
- 8) Valve Boxes & Risers: Valve boxes shall be Bingham & Taylor Mark V Heavy with 4-inch skirt and box flange along with 8-inch PVC SDR-35 risers.

C. Tapping Sleeves and Valves

- 1) Tapping sleeves shall be made of stainless steel, including the bolts, nuts, and washers, and shall be made in accordance with AWWA C223 and shall be 200 psi working rated pressure.
- 2) Tapping valves shall be resilient-wedge gate valves.

3.6 SPECIALTY VALVES

D. Combination Air Release and Vacuum Assemblies

- 1) Combination Air Release and Vacuum Relief Valves (1-inch through 2-inch): Shall consist of both an air and vacuum valve and air-release functions contained in one body. The air and vacuum shall serve to release and admit large quantities of air when pipelines are filled and drained. The air-release shall serve to release small quantities of air that accumulate during pipeline operation. Valves shall have an operating pressure of 150 psi. Valves shall be **ARI D-040** or equal.
- 2) Air-Release Valves: 3-inch and greater, shall be project-specific and approved by the City Water Division.
- 3) Vented Cover: 2-inch and smaller valves shall be enclosed inside a removable, cylindrically-shaped, vented cover. Vented covers shall be manufactured of linear-low-density polyethylene (LLDPE) as made by **Amorcast** Products, Pipeline Products, Inc. or equal. The color of the vented cover shall be Sandstone for potable water applications and purple for recycled water applications. The cover shall be 18-inches diameter by 30-inches high vented enclosure.
- 4) 3-inch and Greater: Valves enclosure shall be project-specific and approved by the City Water Division.

3.7 FIRE HYDRANTS

E. Fire Hydrants

- 1) General: Fire Hydrants shall conform to AWWA C503 unless otherwise specified. Hydrant bodies will be all ductile iron construction. Fluted design. Fire hydrants shall have a 6-inch barrel unless otherwise noted. The sizing and type of City of Oxnard-approved hydrants are as follows:

Type Residential R-1	4" x 2-1/2" Jones Triton J-4040 or equal
Type II R-2 or greater Multi-Family, Commercial, Industrial	4" x 4" x 2-1/2" Jones Triton J-4065 or equal

- 2) Bury shall have a minimum inlet size of 6-inches with mechanical joint. Hydrant mounting flange shall be six-hole pattern on 9.44 centers. Bury and extension sections shall be as manufactured by Clow, Tyler, South Bay Foundry, or equal.
- 3) Hydrant bodies shall have a mounting flange with six-hole pattern on 9.44 centers. Required nozzles shall be individually controlled with rubber disc, compression type valve and shall be fitted with threaded protecting caps. Nozzle threads shall conform to ANSI (ASA) B 26 National Standard fire hose coupling screw threads.
- 4) Break-Off Check Valves: Break-off check valves shall be installed with all fire hydrants meeting the requirements of AWWA C503. The product shall be Hydrant Guard HG1-611-611 or approved equal.
- 5) Coating: Interior ferrous surfaces of the bury and spool shall be coated with cement mortar and bituminous asphalt inside and out.
- 6) Exterior Painting: Fire hydrants shall be surface prepared to receive paint by scraping and wire brushing, and shall be painted with one coat of primer, Dunn-Edwards 42-44 and two coats of Dunn-Edwards Hi-Visibility Yellow, Syn-Lustro #10-14, or approved equal.

3.8 TRENCH BACKFILL

A. Pipe Zone

- 1) The pipe zone shall include the full width of the trench from the bottom of the pipe or conduit to a horizontal level 12-inches above the top of the pipe. Where multiple pipes or conduits are placed in the same trench, the pipe zone shall extend from the bottom of the lowest pipes to a horizontal level above the top of the highest or topmost pipe.

- 2) **Pipe Zone and Pipe Base** - The pipe base and pipe zone backfill material shall be imported sand and shall conform to the following gradation with a minimum sand equivalent of 50 per ASTM D2419:

Sieve Size	Percent Passing
3/8 – inch	100
No. 4	75-100
No. 30	12-50
No. 100	5-20
No. 200	0-10

B. Trench Zone

- 1) **Trench Zone** - Native or imported backfill with a minimum sand equivalent of 20 per ASTM D2419 and shall be fine-grained non-organic materials free from peat, roots, debris, and rocks larger than 3-inches, and which can be compacted to 95% relative compaction, unless otherwise directed by the jurisdictional agency. Trench zone backfill for all public streets shall be in accordance with City Standard Plates or as specified by the jurisdictional agency and as shown on the agency's typical trench detail.
- 2) **Slurry Backfill**: A cement/sand slurry mix of 1-1/2 sacks may be used in lieu of compacted soils backfill.

C. Slurry Backfill

- 3) **Trench Zone** - Native or imported backfill shall be excavated, fine-grained non-organic materials free from peat, roots, debris, and rocks larger than 3-inches, and which can be compacted to the specified relative compaction unless otherwise directed by the jurisdictional agency. Trench zone backfill for all public streets shall be in accordance with City Standard Plates or as specified by the jurisdictional agency and as shown on the agency's typical trench detail.

D. Gravel or Crushed Rock.

- 1) **Refill Material for Foundation Stabilization** - Refill material below the pipe shall be material conforming to the size requirement for gravel or crushed rock conforming to the Standard Specifications for Public Works Construction, Section 200-1.2 and shall meet the following gradation:

Sieve Size	Designated Material Size Percent Passing by Weight		
	1-1/2-inch	1-inch	3/4-inch
2-inches	100	--	--
1-1/2-inches	90-100	100	--
1-inch	20-55	90-100	100
3/4-inch	0-15	30-60	90-100
1/2-inch	--	0-20	30-60
3/8-inch	0-5	--	0-20
No. 4	--	0-5	0-5
No. 8	--	--	--

3.8 CONCRETE AND REINFORCING STEEL

A. Concrete

- 1) Concrete material shall consist of portland cement, concrete aggregates, and water, meeting Standard Specifications for Public Works Construction Concrete Class 560-C-3250.

B. Reinforcing Steel

- 1) Concrete reinforcement bars shall be Grade 40 minimum deformed bars meeting the requirements of ASTM A615. Where bars are used as tie-down in anchor or thrust blocks, they shall be with a bitumastic coal tar epoxy coating.
- 2) Steel mesh reinforcement shall be in accordance with the requirements of ASTM A185.

E. Bollards

- 1) Steel bollards: Where fire hydrants are not located behind a curb, bollards constructed to protect fire hydrants shall be A-120 steel pipe 4-inches in diameter and a minimum of 0.25-inches of wall thickness filled with concrete or approved equal. The bollards shall be painted yellow, matching the fire hydrant.

SECTION 4 – EXISTING FACILITIES

The contractor shall be responsible for potholing and determining in advance the location and elevation of all existing pipelines to which connections are to be made. Discrepancies shall be reported to the City and design engineer prior to the fabrication of or purchase of material affected by the discrepancy.

The contractor shall notify Underground Service Alert of Southern California (**USA Dig Alert**) at least two working days prior to construction at 1-800-422-4133.

The City does not warranty the condition, size, material, and location of existing facilities. The contractor shall be responsible for verifying the properties of the existing pipe that will be connected to the proposed piping.

4.1 PROTECTION

A. Protection of Existing Utilities and Facilities

- 1) The contractor shall be responsible for the care and protection of all existing sewer pipes, water pipes, gas mains, culverts, power or communications lines, sidewalks, curbs, pavement, or other facilities and structures that may be encountered in or near the area of the work.
- 2) It shall be the duty of the contractor to notify **USA Dig Alert** and each agency of jurisdiction and make arrangements for locating their facilities prior to construction.
- 3) The contractor shall submit a plan as to the method the contractor will use to protect and support any utilities that will become exposed during excavation or that are vulnerable to failure due to unsupported trenches or other construction activity.
- 4) In the event of damage to any existing facilities during the work progress and of the failure of the contractor to exercise the proper precautions, the contractor will pay for the cost of all repairs and protection to said facilities. The contractor's work may be stopped until repair operations are complete.
- 5) The contractor shall provide temporary support for all pipelines crossing the proposed trench. All pipelines 18-inches in diameter or larger crossing over the proposed water main with less than four (4) feet of clearance shall have concrete support poured as

shown on the drawings or as directed by the City Representative. All pipelines less than 18-inches in diameter and crossing over the proposed water main with less than two (2) feet of clearance shall be protected by pouring a 1.5-sack sand/cement slurry from the top of the water main to the bottom of the crossing pipeline.

- 6) The contractor shall protect the thrust blocks in place or shore to resist the thrust by a means acceptable to the City.
- 7) If the thrust blocks are exposed or rendered to be ineffective in the opinion of the City, the contractor shall reconstruct the thrust block to bear against firm unexcavated or backfill material. Provide firm support by backfilling that portion of the trench for a distance of a minimum of two (2) feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with 1.5-sack sand-cement slurry. Excavate the backfill material for construction of the thrust block.

4.2 REMOVAL

A. Removal of Existing Utilities and Facilities

- 1) Removal of existing pipelines shall mean complete removal of the existing pipeline and disposal of the pipe and appurtenances designated as unsalvageable. The contractor is responsible for the disposal of all pipe materials and associated costs.
- 2) All water service surface fittings, meters, meter boxes, and customer service valves shall be removed. The service line and corporation stop shall be removed, the service saddle plugged with a brass (lead-free) plug, or its service saddle and corporation stop removed, and the tap plugged with a repair clamp unless directed otherwise by the City. If there is no corporation stop on the service, the adapter shall be removed, and a brass plug shall be installed in the service saddle. If the water service is a direct tap, the corporation stop shall be removed, and a repair clamp shall be installed.
- 3) All portions of the vault or structure to be abandoned shall be removed to a point six (6) feet below the finished ground surface. The remaining portions of the vault shall be filled with 1.5-sack sand cement slurry. A sufficient quantity of holes shall be provided through the bottom of the vault to allow for water to drain out of the abandoned structure.
- 4) All asphalt and concrete and other pavement removed or damaged during the course of construction shall be restored to the standard of the jurisdiction having authority.

SECTION 5 – CONSTRUCTION DETAILS

Improvement plans with proposed service locations shall be submitted to the Community Development Department for review and approval of service locations. The contractor shall install all public water system and components consistent with the Standard Specifications for Public Works Construction (SSPW) except where specified herein.

5.1 GENERAL

- 1) All services shall be installed at the locations as shown on the approved plans. Locations shall be in the public right-of-way at 18 inches or greater from the side property line.
- 2) Water service connections shall be installed in conformance with the water standard plates and other applicable approved drawings.

5.2 HANDLING AND LAYING PIPE

- 1) All foreign matter or dirt shall be removed from the inside of the pipe before it is lowered into its position in the trench, and it shall be kept clean by approved means during and after laying. All openings in the pipeline shall be closed with watertight expandable type sewer plugs or PVC C900 test plugs at the end of each day's operation or whenever the pipe openings are left unattended. The use of burlap, wood, or other similar temporary plugs will not be permitted.
- 2) At times when pipe laying is not in progress, the open ends of the pipe shall be closed by approved means, and no trench water shall be permitted to enter the pipe.
- 3) Whenever water is excluded from the interior of the pipe, adequate backfill shall be deposited on the pipe to prevent floating. Any pipe that has floated shall be removed from the trench and be re-laid as directed by the engineer.
- 4) Neither PVC nor ductile iron pipe shall be de-flected vertically or horizontally in excess of the recommendation by the manufacturer of the coupling.
- 5) Onsite pipe storage shall be limited to a maximum of one week unless an exception is approved by the City.
- 6) Plastic caps placed over the ends of the steel pipe shall not be removed until the pipe is

ready to be placed in the trench. Plastic caps may be opened temporarily to spray water inside the pipe for moisture control.

- 7) Sewer and Storm Crossings: All crossings shall meet the latest Title 22 separation requirements.
- 8) Casings: Casings shall be installed where dedicated on the plans by jacking or boring. Casings shall be of smooth steel, coat tar enamel coated with diameter and cylinder thickness as shown on the plans and Standard Plate. Installations of the water main within the casing shall comply with the applicable pipe manufacturer's recommendations. Synthetic skids used to convey the pipe through the casing shall be sized to maintain a uniform space between the pipe and casing, which shall be sand or a material designated by the design engineer.
- 9) If deemed necessary to fill voids outside the casing well, holes shall be provided at 4-feet intervals, staggered longitudinally for injection of cement mortar grout. The ends of the casings shall be sealed with portland cement concrete or approved flexible material. If a rigid connection is made between the casing and PVC pipe, a flexible joint shall be made at a point not more than two feet from each end of the casing.
- 10) Pipe installed in casing and offset shall be ductile iron. Joints shall be US pipe TR Flex restrain joint or approved equal.
- 11) Offset section will include a blow-off valve and air-vac breaker.
- 12) Thrust blocks are required at each elbow in addition to mechanical restraint joints per standard plate.

5.3 INSTALLING VALVE AND BOXES

- 1) Gate Valves: All resilient gate valves shall be anchored in concrete in the manner shown on standard plate. Care shall be taken to prevent concrete from running over the valve bells against the pipe or into the bells and to keep the bonnet bolts accessible. Any concrete on the operating nut, stem packing glands, or bonnets shall be removed.
- 2) Butterfly Valves: All butterfly valves shall be anchored in concrete in the manner shown on standard plate. Care shall be taken to prevent the concrete from running over the valve bells against the pipe or into the bells and to keep the valve operator bolts accessible. Any concrete on the operating nut, stem packing glands, or bonnets shall be removed.
- 3) Valve Boxes: Valve boxes shall be installed by the contractor at each valve location. The

boxes shall be so placed that they will just cover the packing glands of the valves and so that settlement of one and one-half inches will not bring the bottom of the boxes into contact with the valves. Boxes shall be set plumb and centered over the operating nut of the valve.

5.4 INSTALLING FIRE HYDRANTS

- 1) Standard Fire Hydrant: The location of hydrants shall be shown on the plans. Where hydrants are to be placed at corners, they shall be located five feet before the beginning of the curb curve. At locations on other corners, they shall be placed as close to property lines between lots as field conditions permit, except that they shall not be within five feet of the driveway. The fire hydrant lateral shall be perpendicular to the water main.
- 2) The complete hydrant installation will include a main line MJ tee with a six-inch flanged outlet, and a six-inch flange by MJ valve. A 6-inch MJ bury with a check valve. In parkways, the bury and spool shall be set so that its flanged outlet is approximately three- inches above the top of the curb.
- 3) The hydrant body shall be set on the bury so that the outlets are aligned to the curb, as shown on the standard plate. Acceptable breakaway bolts shall be used with nuts on the underside of the flange. Upon completion of the installation, the hydrant shall be cleaned of all concrete, dirt, and debris, and all exposed iron or steel parts, including bolts, shall be painted.

5.5 THRUST BLOCKING

All fittings, hydrants, reducers, caps, and line valves subject to thrust action from line or test pressure shall be checked against thrust by “poured in place” concrete blocks of sufficient size as determined by the engineer. Thrust blocks shall consist of concrete developing a compressive set strength 3,000 psi in 28 days, poured against undisturbed earth in such a manner that all joints are exposed.

5.6 AIR AND VACUUM VALVES

Air release and vacuum valves shall be installed where indicated on the plans and where directed by the engineer. Installation shall consist of a corporation stop, service saddle, copper tubing, curb stop, air-vac valve with return bend, and housing. Valve assembly shall be installed above ground and in accordance with standard plate.

5.7 SERVICES

- 1) All services, unless otherwise indicated on the plans or specified in the special conditions, of new water services from 1 to 2 inches in size shall be as shown on standard plates and shall include excavation and backfill, furnishing, installing, testing, and disinfection of service tubing, tube fittings, corporation stops, and curb or angle stops with an appropriate fitting for meter connection.
- 2) All services 1 to 2-inches, including the meters, shall be within the City right-of-way or easement. Services include domestic, irrigation, fire sprinkler, and any other type of water service, from the city water system to private property. Water meters 3-inches and larger shall be installed as part of the backflow devices located at a maximum distance of 5-feet from the right-of-way or within the public utilities/water easement.
- 3) Services shall not be installed on private property without easement of public water/utilities.
- 4) A backflow assembly shall be installed on all irrigation, fire, commercial, industrial, and multi-family services. See backflow types and requirements under **CROSS-CONNECTION**. Backflow assemblies shall be located 5 feet maximum from the property line or City water easement closest to the water meters.
- 5) Services 4-inches and larger shall include a tee, valve, thrust block, ductile iron fittings, and cap or plug. All service runs shall be perpendicular to the main for their entire length.
- 6) All polyethylene services shall be perpendicular to the main, with a blue 12 gauge locating wire installed.
- 7) Meter boxes subject to traffic shall be traffic-rated lids.
- 8) If necessary, jumpers may be provided by the City as approved by the Water Manager.
- 9) Contractor shall have a service tapping card on file for each service.
- 10) The service pipe and tailpiece shall be the same size as the meter for 1 to 2-inch meters. A 3/4-inch meter shall have 1-inch service pipe from the main.
- 11) The building service line after the tailpiece may be a larger pipe diameter per approved plans.

- 12) Service saddle shall be used for all service connections. Direct tap or other methods are not to be used unless existing pipe conditions do not allow the installation of the service saddle. In such scenario, the contractor shall submit a proposed method to the City Engineer for approval.
- 13) Corporation stops shall not be located within 12-inches (measured longitudinally along pipe) of each other.
- 14) All copper service pipes and fittings for 1.5-inch and 2-inch services shall be copper Type K sweat joint using lead-free solder. 1-inch water services shall be polyethylene pipe with pack joint style and stainless-steel inserts.
- 15) Services and laterals larger than 2-inches shall be constructed using C900 PVC DR 14 or Ductile Iron Pipe with the minimum service size of 4-inches. All services shall be tested prior to backfilling. A minimum separation of 10-feet shall be maintained between water services and sewer laterals.

5.8 EXISTING WATER SERVICES

- 1) Transferring Services: If an existing service meets the requirements of these specifications and is deemed acceptable by the Water Manager, it need not be renewed or replaced. It may be disconnected from the existing main and reconnected to the main, with all additional material and labor required furnished by the contractor unless otherwise specifically provided in special condition.
- 2) Replacing Services: Galvanized black iron or PVC services not meeting the requirements of these specifications or services acceptable to the Water Manager shall be replaced by new material conforming to the requirements of these specifications. Where an existing service is on flat rate and does not include a meter, the replacement shall consist of a connection to the main (with service saddle, if required), service line, meter stops, meter, meter box, and connection to the customer's service at property line. The contractor shall furnish all necessary labor and materials for the replacement with the approval of the City Engineer.

SECTION 6 – TESTING AND DISINFECTING WATER MAINS

The contractor shall test all newly constructed waterlines, service lines, and appurtenant structures for pressure and leakage; all lines and structures shall be cleaned and disinfected at the contractor's expense prior to acceptance by the City.

Testing and disinfection of water mains and appurtenances shall be per the applicable AWWA Standards except as modified herein. The contractor shall provide written approval of the Water Manager's disinfection plan before conducting the testing and disinfection. The contractor shall coordinate with the City Inspector and establish the testing schedule before the actual time of testing and disinfection. Testing shall not commence until the City Inspector approves the schedule.

When the pressure test, leakage test, chlorination, or bacteriological and plate count tests fail to meet the requirement of the specifications, the contractor shall, at his/her own expense, make the necessary repairs, replacements, or repetition of procedures to conform to the specified requirements. The contractor shall correct all defects in workmanship or materials that become evident by inspection or testing at any time during the work. The contractor shall perform all testing and disinfection after the complete installation and compaction of all underground utilities.

The contractor shall provide city-approved backflow prevention assemblies and a temporary hydrant meter or construction meter to account for water usage prior to the commencement of any procedure(s) hereinafter.

6.1 PRESSURE TESTING

Hydrostatic testing aims to test for the ability of the water system to withstand required pressure and to ensure the pipeline does not leak. Hydrostatic tests shall be conducted in accordance with the following:

Hydrostatic Testing Criteria	
Pipe Material	Criteria
Steel	AWWA Manual of Water Supply Practices M11, Steel Pipe - A Guide for Design and Installation.
Polyvinyl Chloride (PVC)	AWWA Manual of Water Supply Practices M23, PVC Pipe-Design, and Installation, and ANSI/AWWA Standard C605; Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water.
Ductile Iron (DI)	AWWA Manual of Water Supply Practices M41, Ductile-Iron Pipe, and Fittings. ANSI/AWWA Standard C600; Installation of Ductile-Iron Water Mains and Their Appurtenances.

- 1) All water mains and appurtenances shall be tested as described herein; the pressure test shall not be performed until the following conditions have been met:
 - In areas where a pavement surfacing is to be constructed, the pressure test shall be performed only after other utilities such as storm drains and sanitary sewers have been installed;
 - Subgrade materials of the portion of the pavement area have been constructed to proper grade, and all compaction tests, including tests for water trenches, have been approved by the City;
 - All services, fire hydrants, meter boxes, and other appurtenances have been installed and adjusted to final grade and location;
 - All concrete anchor and thrust blocks shall have cured at least three (3) days;
- 2) A blind flange or other approved mechanical separation shall be provided between the backflow prevention assemblies and pipe sections undergoing pressure to prevent pressure from being exerted against the backflow prevention assembly check valves.
- 3) All air shall be purged from the pipeline before checking for leaks or performing pressure tests on the system. To accomplish this, if air valves or other outlets are not available at high points, taps shall be made to expel the air, and these taps shall be tightly plugged after testing.

- 4) The maximum length of pipe to be included in any one test shall be not more than 2,500 feet or the distance between valves, whichever is less. The contractor shall provide suitable test bulkheads, blocking, and fittings to permit such sectionalizing.
- 5) Pressurization:
 - a. After the pipeline has been filled and allowed to sit a minimum of 48 hours (72 hours for mortar-lined pipelines), the pressure in the pipeline shall then be pumped up to the specified test pressure.
 - b. If a large quantity of water is required to increase the pressure during testing, entrapped air, leakage at joints, or a broken pipe may be suspected. TESTS SHOULD BE DISCONTINUED until the source of trouble is identified and corrected.
 - c. Field Test Pressure: Unless otherwise specified, the pipeline shall be subjected to a field hydrostatic pressure of 200 psi pressure for a minimum period of 15 minutes and 4 hours at 150 psi.
- 6) Allowable Leakage Pipelines of Diameter 10-inches and Under:
 - a. When the test pressure has been reached, pumping shall be discontinued until the pressure in the line has dropped 5 psi, at which time the pressure shall again be pumped up to the specified test pressure. This procedure shall be repeated until four hours have elapsed from the time the specified test pressure was first applied. At the end of the four-hour period, the pressure shall be pumped up to the test pressure for the last time.
 - b. The leakage shall be considered as the total amount of water pumped into the pipeline during the four-hour period, including the amount required to reach the test pressure for the final time. The following table indicates the leakage allowance for various sizes of pipe and test pressures:

Allowable Leakage Gallons per Hour (per 100 ft of Pipe)		
Diameter	Test Pressure 150 psi	Test Pressure 200 psi
4"	0.033	0.038
6"	0.050	0.057
8"	0.066	0.760
10"	0.083	0.096
12"	0.099	0.115
14"	0.115	0.134
16"	0.132	0.153
18"	0.149	0.172

- 7) Note the allowable leakage rate for pipeline sections with flanged, welded, and/or grooved-end joints shall show zero.
- 8) Repetition of Test: If the actual leakage exceeds the allowable, the faulty work shall be located and corrected, and the test shall be repeated. The work shall be restored, and all damage resulting from leaks repaired. All visible leakage shall be eliminated.
- 9) Bulkhead and Test Facility Removal: After a satisfactory test, the water shall be drained, test bulkheads and other test facilities removed, pipe coatings restored, and the section of pipe shall be connected to the adjacent piping.

6.2 FLUSHING

- 1) Newly constructed water mains shall be flushed with potable water before disinfection. The primary purpose of flushing is to remove the sediments and miscellaneous products of construction. Included shall be service lines, fire hydrants, valves, and all other accessories.
- 2) The contractor shall provide a sufficient number of suitable outlets at the end(s) of the line(s) being sterilized, in addition to those required by the plans, to permit the main to be flushed with water at a velocity of at least 2.5-feet per second over its entire length.

Minimum Flushing Flow Rate for Velocity of 2.5 (fps)		
Nominal Inside Diameter <u>Inches</u>	Minimum Flushing Flow <u>Gallons Per Min</u>	Minimum Blow-off Size <u>Inches</u>
4	100	1
6	220	1.5
8	390	2
10	610	2.5
12	880	3
14	1200	3.5
16	1565	3.5
18	1980	4

- 3) Flushing shall not be a substitute for preventive measures. If the City Inspector observes dirt in the pipe, the interior of the pipe shall be cleaned and swabbed as necessary with a 12.5% hypochlorite disinfecting solution and may require additional bacteria samples.
- 4) The contractor shall remove the flushing water or the chlorinated water from the project area. The contractor shall be responsible for any damage resulting from flushing operations.
- 5) The contractor shall obtain a wastewater discharge permit from the Environmental Compliance Division before discharging to the public sewer system. The contractor shall ensure that the flushed water has a residual chlorine content that does not exceed 0.10 mg/L.

6.3 DISINFECTION

- 1) All newly constructed water mains and appurtenances shall be disinfected following AWWAC-651, Disinfecting Water Mains, except as modified herein. Disinfection shall be performed after the pressure and leakage tests have been performed by the contractor and accepted by the City.

- 2) Chlorine used for disinfection must be a liquid chlorine solution. The liquid chlorine and sodium salts, making up the sodium hypochlorite solution (sodium hypochlorite less than or equal to 15%; typically 12.5%), shall be fed directly into the water main pipe. NSF/ANSI 61 sodium hypochlorite shall be approved for potable water use. The contractor shall follow the safe handling practices outlined in AWWA M20 - Water Chlorination/Chlorination Practices.
- 3) The chlorine solution shall be used using the continuous feed method as outlined in subsection 5.2 of AWWAC-651-05 except when modified by the Water Manager. Water dosed with chlorine is fed into the line at a constant rate such that the chlorine concentration of the water in the pipe is maintained at a minimum of 50 mg/L and a maximum of 150 mg/L available chlorine. The chlorine application shall not cease until the entire main is filled with the chlorine solution, and all valves and hydrants shall be operated to disinfect the appurtenances.
- 4) The chlorinated water shall then be retained in the main for a minimum 24-hour period. At the end of the 24 hours, the chlorine residual shall be no less than 25 mg/L throughout the main.
- 5) After the applicable retention period, the heavily chlorinated water shall be flushed from the main until the chlorine residual in the water leaving the main is no higher than that in the generally prevailing distribution system.

6.4 BACTERIOLOGICAL TESTS

- 1) After final flushing and before the main is placed into service, a sample or samples shall be collected and tested for bacteriologic quality and shall show the absence of coliform organisms. All bacteriologic testing shall be performed by a State/County certified testing facility.
- 2) If the initial disinfection fails to produce satisfactory samples, or in the case of pressure breaks during hydrostatic testing, complete flushing, and disinfection shall be repeated until satisfactory results are obtained. When all procedures are complete, and the samples are determined to be satisfactory, the City will approve the main being placed into service.
- 3) The contractor shall be solely responsible for constructing a water main that passes the pressure and leakage test and complies with the disinfection requirements specified herein. The fact that the City provides inspections during the construction and testing of

the water facilities and receives laboratory test results shall not relieve the contractor's responsibility in this regard.

- 4) It is the contractor's responsibility to prevent the consumption or use of water from un-disinfected mains, whether by the workers, subcontractors, or any other person to come into contact with the un-disinfected water. The contractor shall indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, suits, or actions of every name, kind, or description, brought by any person or persons for or on account of any injury, sickness or death of any person, including the contractor, sustained or arising out of the consumption of water from the main until final acceptance by the City.

6.5 CONNECTIONS TO EXISTING WATER MAIN LINES

- 1) Under no circumstances shall a connection be made permanent or otherwise, between any existing water main, hydrant, or other source to any unapproved contractor-installed water main, regardless of size.
- 2) The contractor shall make no permanent connection between any contractor-installed water main and existing water mains except for wet-tapped water services. All wet taps require full-time City inspection. Wet-tapped connections with mechanical joint tapping sleeves shall be cleaned and disinfected following AWWAC-651. The work shall include treating the trench with a hypochlorite solution, as deemed necessary by the City Inspector; thoroughly cleaning the main to be tapped and the interiors of the sleeve and tapping gate; and swabbing the tapping sleeve interior with a 12.5% hypochlorite solution.
- 3) Water required for the initial filling, pressure testing, leakage testing, flushing, and chlorination may be obtained from an existing main through the public fire hydrant by use of a City-issued temporary hydrant meter. The temporary hydrant meter shall measure all water usage. The contractor shall supply a City-approved backflow prevention assembly prior to water usage.
- 4) The contractor shall pay a deposit, fees, and water usage charges for the temporary hydrant meter.

SECTION 7 – CROSS-CONNECTION BACKFLOW

The water supplier shall protect the public water supply from contamination by implementing a Cross-Connection Control program. The purpose of this section is to protect the public water supply against actual or potential cross-connections by isolating the water within the premise. Contamination or pollution may occur because of some undiscovered or unauthorized cross-connection on the premises. Minimum cross-connection/backflow protection requirements are contained in Title 17 of the California Administration Code, USC Foundation for Cross-Connection Control and Hydraulic Research Manual of Cross-Connection latest edition, and Chapter 33 Article 4 of the City Code.

7.1 TYPES OF BACKFLOW PREVENTERS:

- 1) Air-gap Separation: An air-gap separation shall be located as close as practical to the user's connection, and all piping between the user's connection and the receiving tank shall be entirely visible unless otherwise approved in writing by the water supplier and the health agency.
- 2) Double-Check Valve Assembly: A double-check valve assembly shall be located as close as practical to the user's connection and shall be installed above grade, if possible, and in a manner where it is readily accessible for testing and maintenance.
- 3) Reduced Pressure Principle Backflow Prevention Device: A reduced pressure principle backflow prevention device shall be located as close as practical to the user's connection and shall be installed a minimum of 12 inches above grade and not more than 36 inches above grade measured from the bottom of the device and with a minimum of 12-inches side clearance.
- 4) Non-approved Backflow Devices: Pressure vacuum breakers (PVB) and atmospheric vacuum breakers (AVB) are not approved for use at user's connections.
- 5) Location, size, and type of backflow prevention shall be approved by the City Engineer. Protection shall be as close to the service connection as practical, with a maximum of 5-feet from the street right-of-way and within three feet of the side property line.

6) Service types requiring backflow prevention include:

- Multi-family (apartment complexes)
- Commercial and industrial services
- Irrigation services (except for single-family)
- Restaurant services
- Fire sprinkler system and service

Services not listed above may require backflow devices and shall be determined on a case-by-case basis.

- 7) All backflow preventers shall be visible from the public right-of-way to allow visual inspection and access at all times. If at any time visual inspection or access is obstructed by fences or any other obstruction, water service will be discontinued per City Code, Chapter 33.

7.2 SERVICE PIPING

The service pipe from the city water meter to the backflow preventer shall be:

- 1) Pipe and fittings smaller than 2-inches in diameter shall be brass/Type K Hard Copper. Short threaded nipples and brass pipe shall conform to ASTM B 43, regular wall thickness, except that nipples and pipe of sizes 1-inch and smaller shall be extra strong. Threads shall conform to ANSI B1.20.1. Brass material shall be lead-free certified and conform to ANSI/AWWA Standard C800.
- 2) Pipe and fittings for 3-inch diameter and larger backflow prevention assemblies shall be double cement mortar ductile iron pipe.

7.3 INSPECTIONS AND TESTING

- 1) All backflow preventers shall be tested by the City Cross-Connection Control personnel.
- 2) Water service to unapproved devices or installations will be discontinued until the device or installation is approved.

7.4 FIRE SPRINKLER SYSTEMS:

- 1) All fire sprinkler systems are required to have a double check-detector valve assembly and a Fire Department connection.
- 2) Bypass meter type and manufacturer shall be approved by the Water Division.
- 3) Installation shall be at the location shown on plans. Other details refer to standard plates.

SECTION 8 – RECYCLED WATER IDENTIFICATION

8.1 RECYCLED WATER IDENTIFICATION

- 1) For buried PVC pipe carrying recycled water:
 - a. Purple-colored pipe marked with the wording “CAUTION: RECYCLED WATER, DO NOT DRINK” on opposite sides of the pipe. Lettering shall be a minimum of ½-inch high black letters and shall be repeated every 12-inches.
 - b. Purple identification tape with the wording “CAUTION: RECYCLED WATER, DO NOT DRINK” may be attached directly to the top of the pipe with plastic adhesive tape.
 - c. Encase PVC pipe with purple-colored polyethylene encasement with the wording “CAUTION: RECYCLED WATER, DO NOT DRINK.”
- 2) For buried Ductile Iron and Copper Pipe:
 - a. Attach purple-colored identification tape with the wording “CAUTION: RECYCLED WATER, DO NOT DRINK” directly to the top of the ductile iron and polyethylene encasement and copper pipe with plastic adhesive tape.
 - b. Encase ductile iron pipe with purple-colored polyethylene encasement with the wording “CAUTION: RECYCLED WATER, DO NOT DRINK”.
- 3) Warning Materials, Signs and Labels: Warning and locator tape shall be as supplied by T. Christy Enterprises, Inc. (714/507-3300); Griffolyn Co., Inc. (800/213-6074); Terra Tape, Division of Reef Industries (800/231-2417); or equal.
- 4) The City requires warning labels on all appurtenances in vaults, such as air release valves, blow-offs, and meters, and on designated facilities, such as, but not limited to, pressure-reducing valves, above-ground valves, and controller panels.
- 5) Each and every pipe shall be identified with a painted label. In a fenced area, at least one sign shall be posted on the fence, which can be readily seen by all operations personnel using the facilities.
- 6) Warning tags shall be inert plastic film or polyurethane formulated explicitly for prolonged exposure. The warning tag shall incorporate an integral attachment neck and reinforced attachment hole. The size of the tag shall be 3-inch by 4-inch with a minimum thickness of 10 mils.

- 7) Warning tags shall be attached with heavy-duty nylon fasteners. The size, type of label, and location will be dictated by each individual application and will be subject to acceptance by the City's Representative. The minimum size shall be 0.5-inch letters.
- 8) Recycled water warning tags shall be prepared on purple field, and shall have the words: "CAUTION: RECYCLED WATER – DO NOT DRINK" printed on the field in black letters. Minimum letter height shall be 0.25-inches.
- 9) Warning labels shall be a minimum 3.5 mil flexible vinyl base with a permanent acrylic adhesive backing on a 90# stayflat liner. Both the background and legend are printed with UV-cured vinyl ink. The entire decal shall be clear flood-printed for superior weathering and UV protection. The size shall be 3.5-inch by 4.3-inch for controllers, 2.5-inch by 8.25-inch for pumping equipment, and 1.25-inch by 5.75-inch for potable water decals.
- 10) In all cases, the warning labels must be approved prior to installation. Failure to receive prior approval may result in the contractor removing and providing approved replacement(s). All costs shall be borne by the contractor for the replacements.

SECTION 9 – STORMWATER POLLUTION PREVENTION

The contractor shall use appropriate Best Management Practices (BMPs) to reduce construction-related impacts and control runoffs to protect channels, storm drains, and bodies of water from pollution.

9.1 POLLUTION PREVENTION PLANS

- 1) For projects that disturb less than one (1) acre of land, the contractor shall prepare a site-specific Local Storm Water Pollution Control Plan (SWCP).
- 2) For projects that disturb one (1) acre of soil or more, the Developer or Contractor shall prepare a site-specific Stormwater Pollution Prevention Plan (SWPPP) per the latest applicable Construction Stormwater General Permit Order.
- 3) Disposal of construction water from operations such as groundwater dewatering and water used for testing, disinfecting, and flushing pipelines is not part of the work under this section.

9.2 DEWATERING

- 1) The contractor shall not be authorized to discharge groundwater, pipeline dewatering, or water for pressure testing or flushing to the storm drain without obtaining a General Water Discharge Permit for Groundwater Remediation and Dewatering Waste Discharges from the Regional Water Quality Control Board. The contractor will be required to obtain and pay for any NPDES permit required for the temporary dewatering and surface drainage control discharges to a storm drain facility.
- 2) The NPDES permit shall be prominently displayed on the site prior to constructing dewatering and surface water discharge operations. If the contractor is under contract with the City, not for a developer, and has been granted prior approval, they can work under the City's NPDES Permit. The contractor shall notify the Water Division of the dewatering activities two working days prior to commencing the activity.
- 3) All water discharged from the temporary dewatering and surface control shall be disposed of in accordance with project permits. Dewatering of non-contaminated or contaminated groundwater via surface erosion is prohibited.
- 4) Excavations for foundations and structures shall be maintained in the dry for a minimum

of four (4) days after concrete placement. In no event shall water be allowed to enter an excavation and rise to cause unbalanced pressure on foundations and structures until the concrete and mortar have set at least 24 hours.

- 5) Dewatering and surface water control operations shall at all times be conducted in such a manner as to preserve the natural undisturbed bearing capacity of the subgrade at the bottom of the excavation. If the subgrade becomes disturbed for any reason, the unsuitable subgrade material shall be removed and replaced with compacted granular fill or other approved material to restore the bearing capacity of the subgrade to its original undisturbed condition.
- 6) Dewatering and surface water control operations shall be conducted in a manner that does not cause loss of ground or disturbance to the pipe bedding or soil that supports overlying or adjacent structures.
- 7) At the contractor's sole expense and to the owner and/or the City's satisfaction, the contractor shall repair and make good all damage or settlement to the foundation or other portion of any new or any existing facilities or structures caused by permanent or temporary failure or operation of the dewatering or by failure to maintain the existing groundwater level outside the dewatering areas.

GENERAL WATER NOTES

1. THE WATER SYSTEM SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE LATEST EDITIONS OF THE CITY OF OXNARD WATER SYSTEM DESIGN AND CONSTRUCTION STANDARDS, DEPARTMENT OF PUBLIC WORKS STANDARDS, "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (SSPWC), AND THE CITY OF OXNARD STANDARD LAND DEVELOPMENT SPECIFICATIONS.
2. CONTRACTOR SHALL NOTIFY THE CITY INSPECTION DIVISION AND ALL OTHER INTERESTED PARTIES AND ARRANGE FOR A PRE-CONSTRUCTION CONFERENCE 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.
3. AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT THE REGIONAL NOTIFICATION CENTER (UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA U.S.A.) AT 1-800-422-4133 TO OBTAIN AN INQUIRY IDENTIFICATION NUMBER AND TO REQUEST THE UTILITY OWNERS TO MARK OR OTHERWISE INDICATE THE LOCATION OF THEIR SUBSURFACE FACILITIES. THE CONTRACTOR SHALL DETERMINE THE LOCATION AND DEPTH OF ALL UTILITIES, INCLUDING ALL SERVICE CONNECTIONS, WHICH HAVE BEEN MARKED BY THE RESPECTIVE OWNERS AND WHICH MAY AFFECT OR BE AFFECTED BY ITS OPERATIONS. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ALL UTILITIES AND ALL STRUCTURES FOUND AT THE SITE.
4. ALL PERMITS NECESSARY PRIOR TO BEGINNING CONSTRUCTION SHALL BE OBTAINED BY THE CONTRACTOR.
5. THROUGHOUT ALL PHASES OF CONSTRUCTION, INCLUDING SUSPENSION OF WORK, UNTIL FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL KEEP THE WORK SITE CLEAN AND FREE FROM RUBBISH AND DEBRIS. THE CONTRACTOR SHALL ALSO ABATE DUST NUISANCE BY CLEANING, SWEEPING AND SPRINKLING WITH WATER AND USING DUST FENCES OR OTHER METHODS AS DIRECTED BY THE CITY THROUGHOUT THE CONSTRUCTION OPERATION.
6. THE DEVELOPER'S ENGINEER SHALL KEEP A STRICT RECORD OF THE LOCATION OF ALL FITTINGS, MAINS AND CONNECTIONS. THIS INFORMATION SHALL BE SUBMITTED TO THE CITY OF OXNARD AS CERTIFIED "AS-BUILT" PLANS. THE "AS-BUILT" PLANS SHALL BE SUBMITTED BY THE DEVELOPER'S ENGINEER BEFORE THE RELEASE FOR OCCUPANCY OR WATER METER INSTALLATION.
7. ALL DAMAGE CAUSED TO PUBLIC STREETS, INCLUDING HAUL ROUTES, ALLEYS, SIDEWALKS, CURBS OR STREET FURNISHINGS, OR TO PRIVATE PROPERTY SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE ENGINEER'S SATISFACTION.
8. SAWCUT EXISTING PAVEMENT TO A CLEAN STRAIGHT EDGE AS DIRECTED BY THE CITY INSPECTOR.
9. PAVEMENT REMOVAL AND REPLACEMENT SHALL BE IN CONFORMANCE WITH THE CITY OF OXNARD STANDARDS AND SPECIFICATIONS. COMPACTION EFFORTS SHALL NOT DISTURB ADJACENT STREET STRUCTURAL SECTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SUCH DAMAGE.
10. ALL UNDERGROUND SEWER, STORM DRAIN, AND WATER PIPELINES, ELECTRIC POWER, TELEPHONE OR CABLE TV CONDUITS AND CABLE AND GAS PIPELINES SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF CURBS, GUTTERS, SIDEWALKS AND PAVEMENT.
11. AT LEAST TWO (2) WORKING DAYS BEFORE COMMENCING EXCAVATION FOR THE WATER, THE CONTRACTOR SHALL POT HOLE AND EXPOSE THE EXISTING UTILITIES AT ALL CROSSINGS AND AT THE POINT OF TIE-IN; THEN CONTACT THE ENGINEER SO THE ELEVATION OF THE EXISTING FACILITIES CAN BE VERIFIED.

	GENERAL NOTES				STANDARD PLATE 2025 W-0
	REV.	BY	DATE	DRAWN. _____ TPC	APPROVED: _____ MORGAN KESSLER, PE, CITY ENGINEER
	CKD.	_____	_____	_____	
SHEET 1 OF 2					

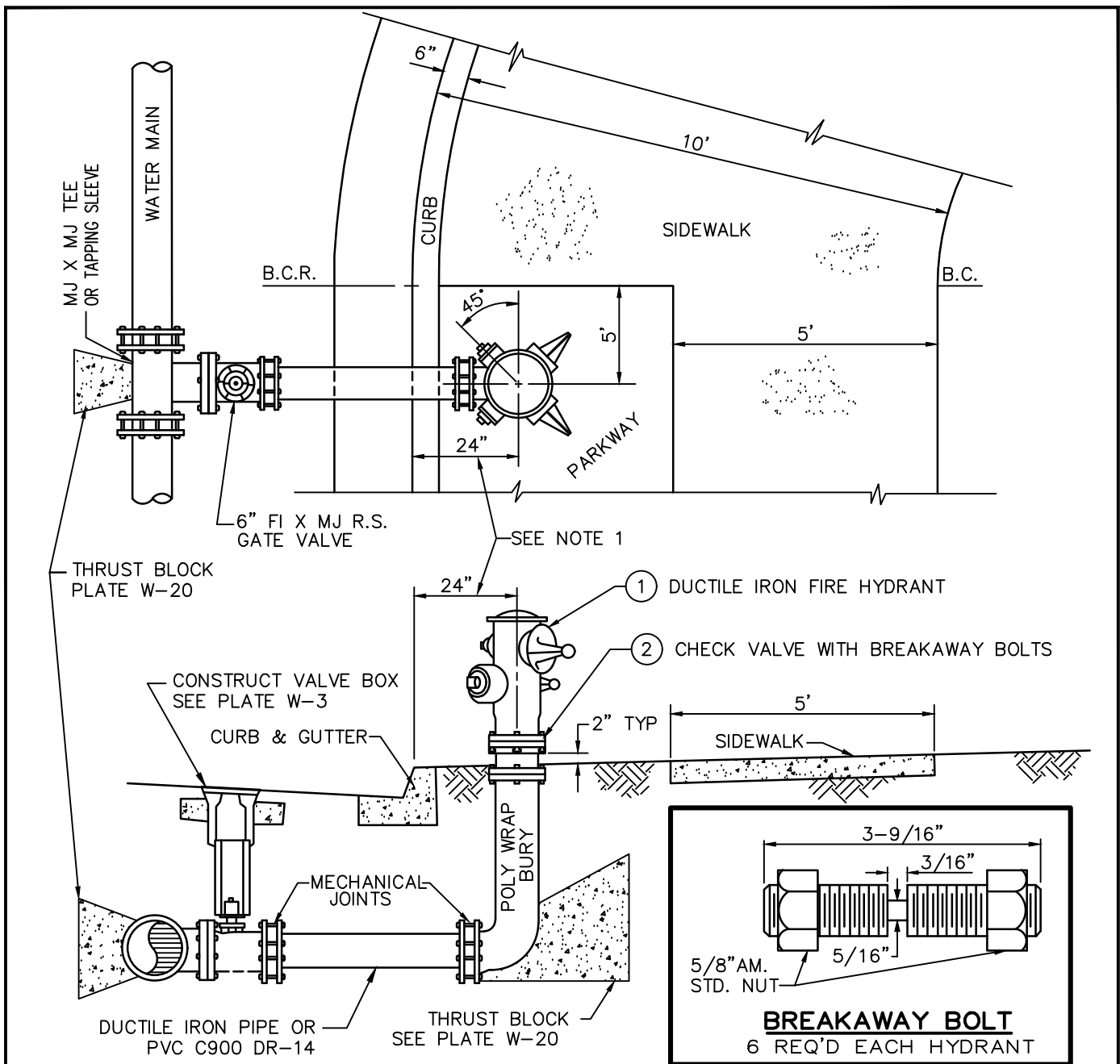
GENERAL WATER NOTES CONTINUED

12. THE DEVELOPER SHALL OBTAIN FINAL APPROVAL OF REIMBURSEMENT AMOUNTS PRIOR TO BEGINNING CONSTRUCTION ON REIMBURSABLE ITEMS.
13. ALL WATER WELLS LOCATED WITHIN THE SITE SHALL BE REPORTED TO THE CITY OF OXNARD WATER MANAGER PRIOR TO THEIR MODIFICATION OR DESTRUCTION (CITY OF OXNARD ORDINANCE NO. 2219). A SEPARATE PERMIT FROM THE CITY IS REQUIRED PRIOR TO DRILLING, ALTERING OR ABANDONING A WATER WELL.
14. STATIONS SHOWN ON WATER DRAWINGS ARE ALONG CENTERLINE OF WATER MAIN.
15. THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING SURVEY MONUMENTATION DURING GRADING AND ALL SUBSEQUENT CONSTRUCTION. CONTRACTOR SHALL GIVE THE ENGINEER ADEQUATE NOTICE, BEFORE DISTURBING SAID MONUMENTS, SO THE ENGINEER CAN REPLACE OR RELOCATE ANY EXISTING SURVEY MONUMENTATION.
16. SEPARATION OF SEWER AND WATER SHALL BE IN CONFORMANCE WITH THE LATEST REQUIREMENTS OF THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH. VERTICAL TRENCH SHORING SHALL CONFORM WITH THE ORDERS OF THE STATE OF CALIFORNIA, DIVISION OF INDUSTRIAL (DIS) SAFETY AND O.S.H.A. STANDARDS. CONTRACTOR SHALL HAVE DIS EXCAVATION PERMIT (COPY TO CITY).
17. TRENCHES SHALL BE BACKFILLED IN ACCORDANCE WITH CITY OF OXNARD STANDARD PLATES.
18. DISINFECTION AND TESTING THE NEW INSTALLATION SHALL BE COMPLETED PRIOR TO MAKING FINAL CONNECTION TO THE EXISTING SYSTEM. THE CONTRACTOR SHALL SEE THAT ALL VALVES IN THE SYSTEM REMAIN OPEN AFTER THE TEST.
19. WATER SERVICES WITH DOUBLE METER STOPS, TAIL ASSEMBLY AND METER BOX SHALL BE INSTALLED PER CITY OF OXNARD STANDARD PLAN PLATES BY THE CONTRACTOR. THE CITY OF OXNARD WILL SET THE METERS AFTER FINANCIAL ARRANGEMENTS ARE MADE.
20. ALL VALVE BOXES SHALL BE SET TO FINISH GRADE BY THE CONTRACTOR AS A PART OF THIS PROJECT.
21. CONTRACTOR SHALL PROVIDE THE WATER DIVISION THROUGH THE CITY INSPECTOR WITH 48 HOURS ADVANCED NOTICE WHEN REQUESTING VALVE CLOSURES.
22. ALL UNDERGROUND UTILITIES OR STRUCTURES REPORTED BY THE OWNER OR THOSE SHOWN ON RECORDS EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT. THE DEVELOPER, BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THERETO, UNDERSTANDS THAT THEY AGREE TO ASSUME LIABILITY, AND AGREE TO HOLD THE UNDERSIGNED HARMLESS FOR ANY LIABILITY FOR DAMAGE RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED, NOT INDICATED ON THE PUBLIC RECORDS EXAMINED, LOCATED AT VARIANCE WITH THAT REPORTED OR SHOWN ON RECORDS EXAMINED. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING TO WORK.

ENGINEER OF RECORD (EOR) = DESIGN ENGINEER

CITY ENGINEER = CITY ENGINEER OF THE CITY OF OXNARD

	GENERAL NOTES				STANDARD PLATE 2025 W-0 SHEET 2 OF 2
	REV.	BY	DATE	DRAWN. _____ TPC	
				CKD. _____ APPROVED: _____ MORGAN KESSLER, PE, CITY ENGINEER	

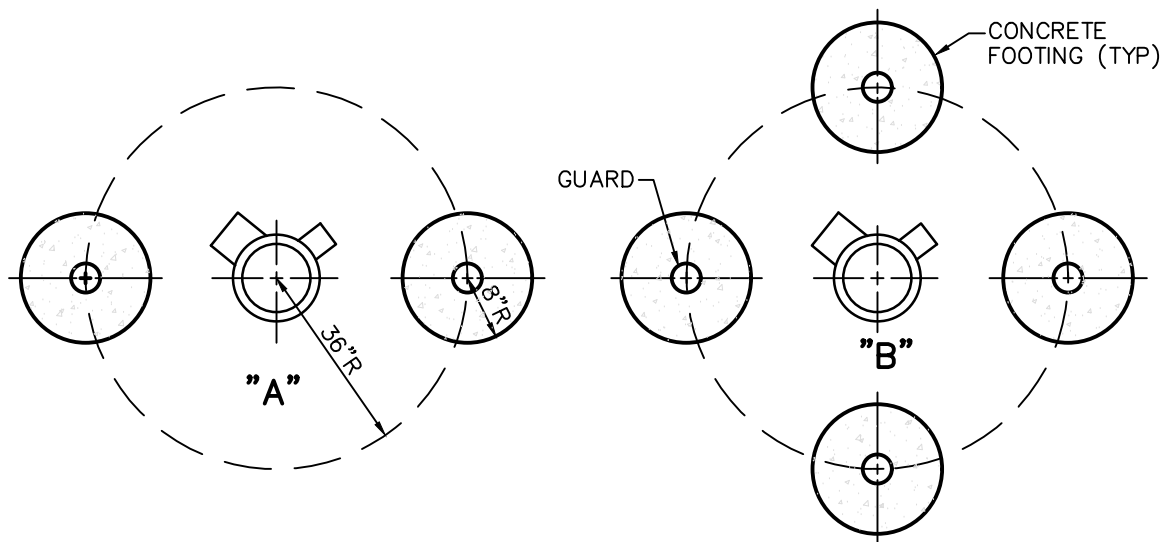


KEY	QUANTITY	DESCRIPTION
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②	1	JONES J6000 OR APPROVED EQUAL

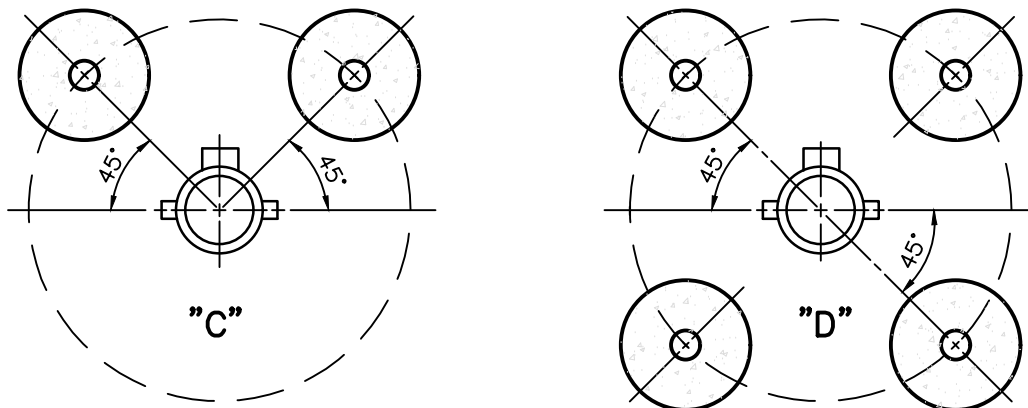
NOTES:

- FIRE HYDRANT MAY BE PERMITTED TO BE PLACED 18 INCHES FROM FACE OF CURB WHERE NECESSARY TO PROVIDE 36 INCHES MINIMUM SIDEWALK CLEARANCE.
- ALL BREAKAWAY BOLTS SHALL BE CADMIUM PLATED. ALL BELOW GRADE BOLTS TO BE STAINLESS STEEL.
- ALL HYDRANTS SHALL BE PAINTED CHROME YELLOW.
- ALTERNATE FIRE HYDRANT LOCATIONS MAY BE APPROVED BY CITY ENGINEER/FIRE MARSHAL.
- COPPER LOCATION WIRE REQUIRED.
- BLUE REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED 6 INCHES FROM THE STRIPE LANE CLOSEST TO THE FIRE HYDRANT.

	FIRE HYDRANT				STANDARD PLATE 2025 W-1 SHEET 1 OF 1
	REV.	BY	DATE	DRAWN. TPC	
				CKD.	
				APPROVED: MORGAN KESSLER, PE, CITY ENGINEER	



RESIDENTIAL FIRE HYDRANT

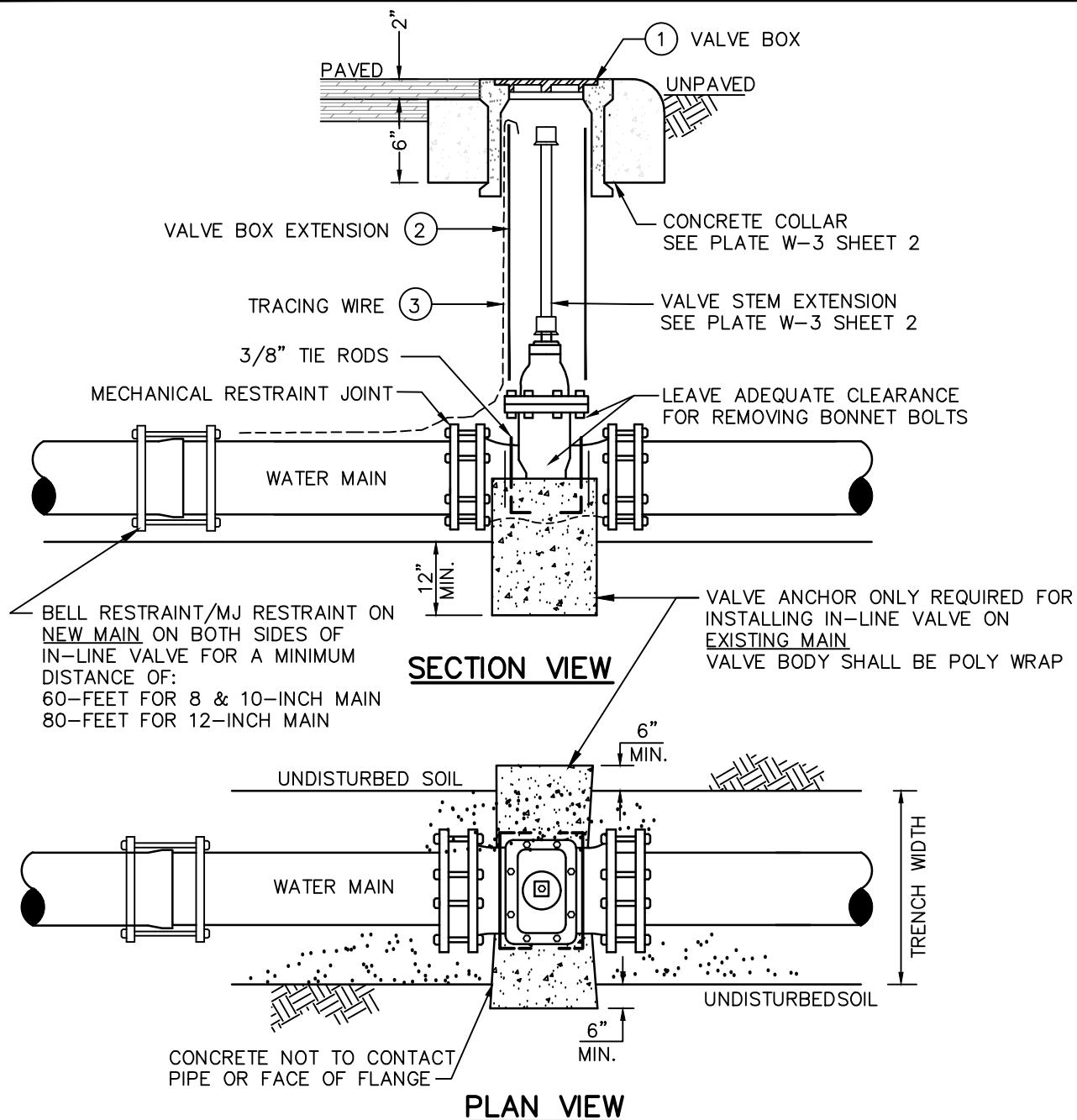


COMMERCIAL FIRE HYDRANT

NOTES:

1. CONCRETE FOOTING SHALL EXTEND 3- FEET BELOW SURFACE.
2. BOLLARD SHALL BE 5.5- FEET IN LENGTH EXTENDING 2.5- FEET ABOVE THE SURFACE AND SHALL BE 3- INCH STEEL PIPE FILLED WITH CONCRETE.
3. VARIATIONS OF THE ABOVE ARRANGEMENTS MAY BE REQUIRED UNDER UNUSUAL CIRCUMSTANCES SUBJECT TO APPROVAL BY THE FIRE DEPARTMENT.
4. BOLLARD TO BE PAINTED THE SAME COLOR AS FIRE HYDRANT.

	FIRE HYDRANT BOLLARDS				STANDARD PLATE 2025	
	REV.	BY	DATE	DRAWN. _____ TPC	APPROVED: _____ MORGAN KESSLER, PE, CITY ENGINEER	
				CKD. _____		
					W-2 SHEET 1 OF 1	

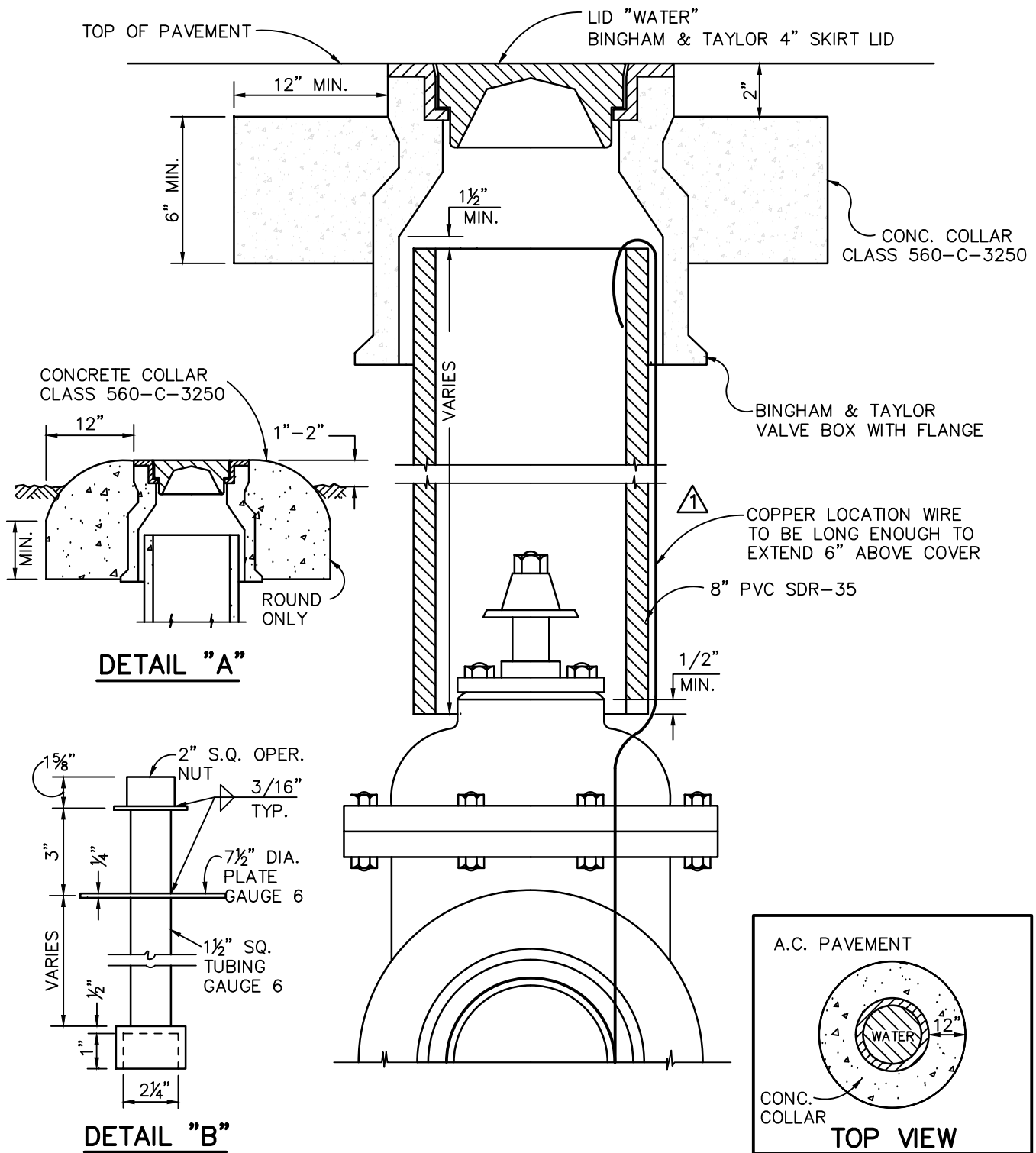


KEY	QUANTITY	DESCRIPTION
①	1	BINGHAM & TAYLOR MARK V HEAVY, LID 4" SKIRT, BOX FLANGE
②	1	8-INCH PVC SDR-26
③	1	12 GAUGE BLUE LOCATING WIRE

NOTES:

1. INSTALL INSULATED COPPER LOCATION WIRE, 12 GAUGE, ON ALL PVC PIPE PER GENERAL REQUIREMENT SECTION.
2. VALVE THRUST BLOCKS ARE SIZED FOR DIFFERENTIAL PRESSURE OF 200 PSI. GREATER DIFFERENTIAL PRESSURES REQUIRE SPECIFIC DESIGN BY ENGINEER.
3. VALVES ON TEMPORARY DEAD ENDS SHALL BE CAPPED AND CLOSED.
4. THE RODS AND BOLTS SHALL BE COATED WITH ASPHALTIC MATERIAL OR EQUAL AND POLYWRAPPED. REFER TO PLATE W-21 FOR TRENCH CONSTRUCTION.

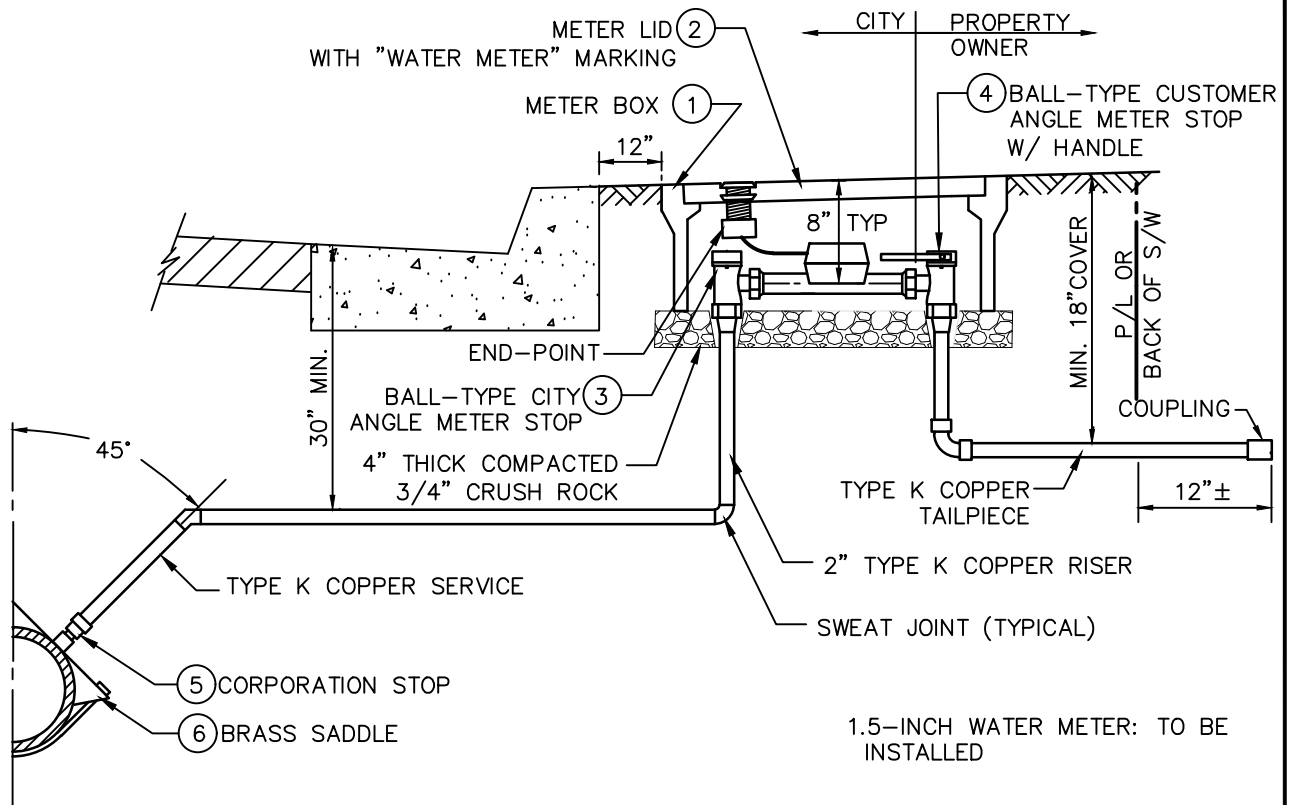
	GATE VALVE INSTALLATION				STANDARD PLATE 2025 W-3 SHEET 1 OF 2
	REV.	BY	DATE	DRAWN. TPC	
				CKD.	
				APPROVED: MORGAN KESSLER, PE, CITY ENGINEER	



NOTES:

1. VALVE BOXES SET IN ROAD SHOULDERS, FIELDS, ETC. SHALL BE AS SHOWN ON DETAIL "A". (ROUND ONLY)
2. CONTRACTOR SHALL PROVIDE A VALVE STEM EXTENSION FOR EACH VALVE HAVING ITS OPERATOR NUT MORE THAN 40-INCHES BELOW FINISHED GRADE. TOP OF EXTENSION SHALL BE BETWEEN 18-INCHES AND 24-INCHES BELOW FINISHED GRADE. (SEE DETAIL "B")
3. FOR ANCHORAGE OF GATE VALVES REFER TO PLATE W-3 SHEET 1 OF 2.

	GATE VALVE INSTALLATION				STANDARD PLATE 2025	
	REV.	BY	DATE	DRAWN.	W-3 SHEET 2 OF 2	
				CKD.		
				APPROVED: <u>MORGAN KESSLER, PE, CITY ENGINEER</u>		

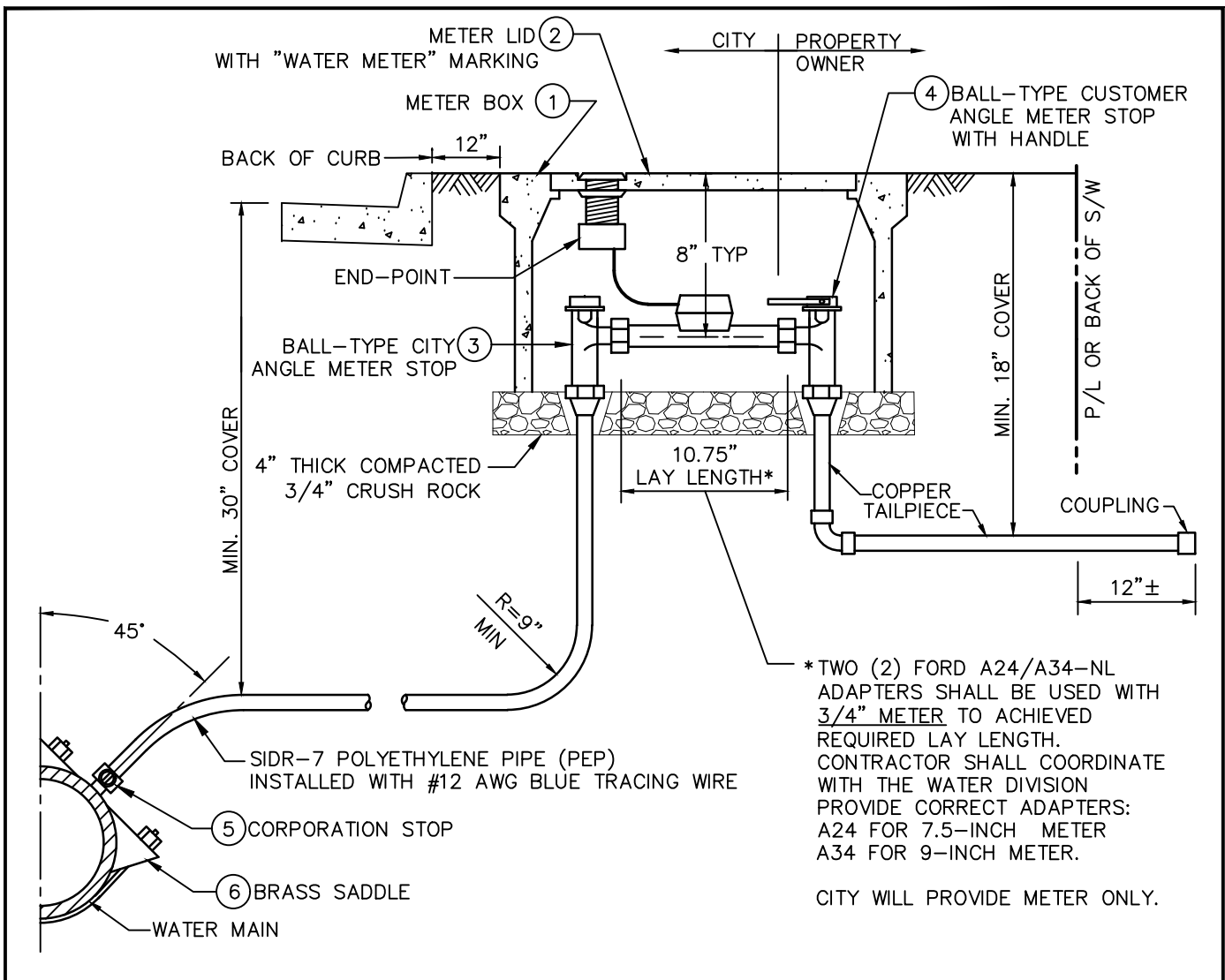


KEY	QUANTITY	DESCRIPTION
①	1	STD: FIBRELYTE FL36 TRAFFIC-RATED: ARMORCAST A6001640PCX12
②	1	STD: FIBRELYTE FL36 WITH AMI PORT TRAFFIC RATED: A6001947 WITH AMI PORT
③	1	FORD CTS-PACK JOINT BFA43-777W-NL
④	1	FORD CTS-PACK JOINT BFA43-777W-NL
⑤	1	2-IN:FORD FB 1000-7-NL
⑥	1	FORD 202B (AC, DCUTILE, CAST IRON), FORD 202BS (PVC)

NOTES:

1. ALL SERVICES SHALL BE PERPENDICULAR TO THE MAIN, WITH 12 GAUGE LOCATING WIRE INSTALLED.
2. ALL METER BOXES INSTALLED IN ALLEYS OR TRAFFIC AREAS SHALL INCLUDE 8" WIDE REINFORCED CURB SIMILAR TO PLATE W-18.
3. CONTRACTOR SHALL PROVIDE 48 HOURS NOTICE PRIOR TO REQUESTING METER INSTALLATION.
4. STAINLESS STEEL INSERTS MUST BE USED WITH P.E-CTS SERVICES. INSERT TO BE SOLID FLARED.
5. CONTRACTOR IS RESPONSIBLE FOR ENTIRE METER ASSEMBLY FOR DAMAGE DURING CONSTRUCTION ACTIVITIES.
6. METER SHALL BE SET AND ADJUSTED PRIOR TO INSTALLATION OF METER.
7. METER SHALL BE INSTALLED BY CITY, CONTRACTOR SHALL MAKE NECESSARY ARRANGEMENTS WITH WATER SERVICES PROGRAM TO COORDINATE INSTALLATION.

	2-INCH COPPER WATER SERVICE (FOR 1.5-INCH AND 2-INCH METERS)				STANDARD PLATE 2025 W-4 SHEET 1 OF 1
	REV.	BY	DATE	DRAWN. _____ TPC	
				CKD. _____	
				APPROVED: _____	MORGAN KESSLER, PE, CITY ENGINEER

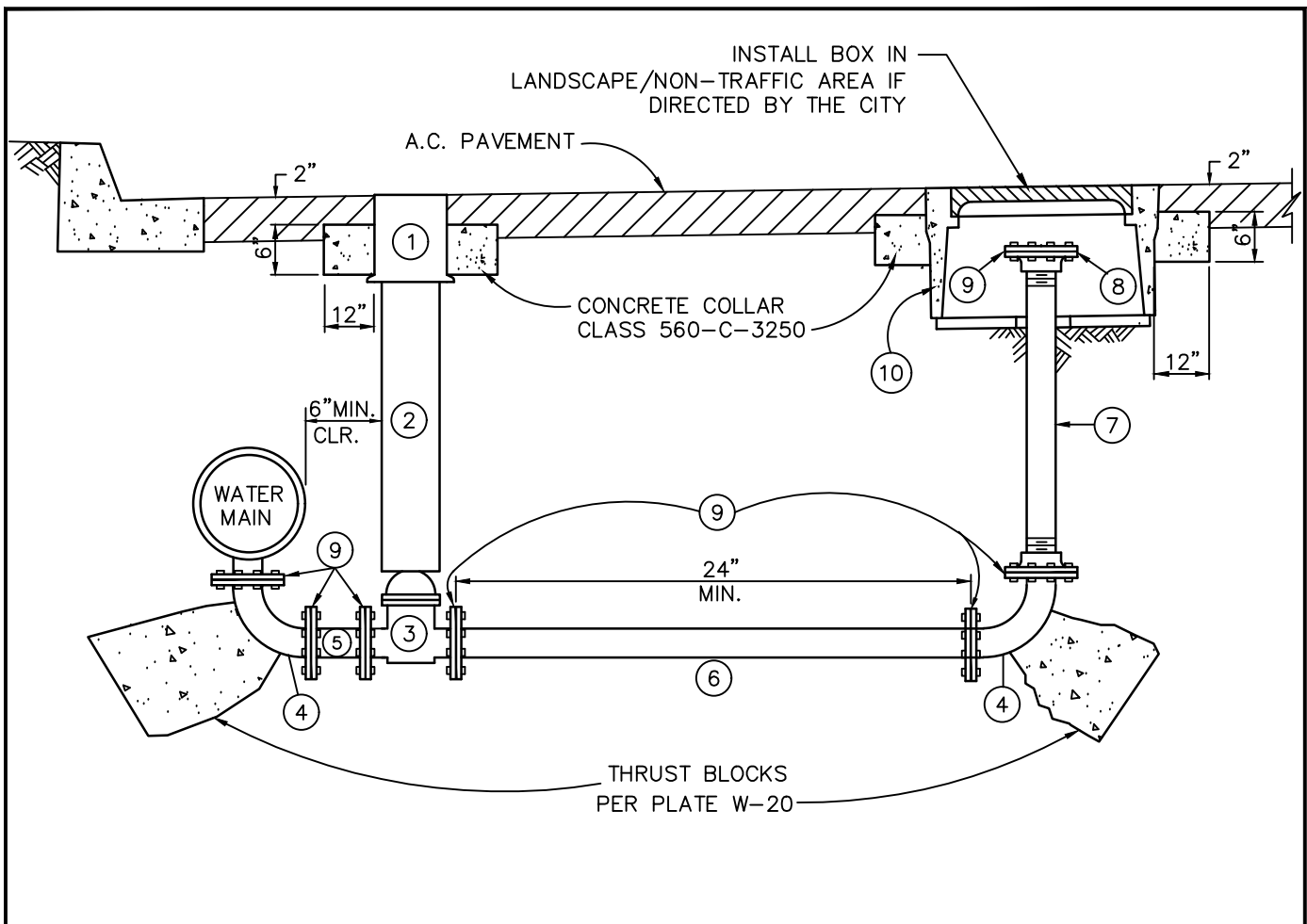


KEY	QUANTITY	DESCRIPTION
(1)	1	FIBRELYTE FL30
(2)	1	FIBRELYTE FL 30 W/ AMI PORT
(3)	1	PEP-PACK JOINT 1-IN: BA63-444W-NL
(4)	1	CTS-PACK JOINT 1-IN: BA43-444W-NL
(5)	1	PEP-PACK JOINT FORD FB 1001-4-NL
(6)	1	FORD 202B (AC, DCUTILE, CAST IRON), FORD 202BS (PVC)

NOTES:

- ALL SERVICES SHALL BE PERPENDICULAR TO THE MAIN, WITH 12 GAUGE LOCATING WIRE INSTALLED.
- ALL METER BOXES INSTALLED IN ALLEYS OR TRAFFIC AREAS SHALL INCLUDE AN 8-INCH WIDE REINFORCED CURB SIMILAR TO PLATE W-18.
- CONTRACTOR SHALL PROVIDE 48 HOURS NOTICE PRIOR TO REQUESTING METER INSTALLATION.
- STAINLESS STEEL INSERTS MUST BE USED WITH P.E. SERVICES. INSERT TO BE SOLID FLARED.
- CONTRACTOR IS RESPONSIBLE FOR ENTIRE METER ASSEMBLY FOR DAMAGE DURING CONSTRUCTION ACTIVITIES.
- METER SHALL BE SET AND ADJUSTED PRIOR TO INSTALLATION OF METER.
- METER SHALL BE INSTALLED BY CITY, CONTRACTOR SHALL MAKE NECESSARY ARRANGEMENTS WITH THE PUBLIC WORKS WATER DIVISION TO COORDINATE INSTALLATION.

	1-INCH POLYETHYLENE WATER SERVICE (FOR 3/4-INCH AND 1-INCH METERS)				STANDARD PLATE 2025 W-5	
	REV.	BY	DATE	DRAWN. _____ TPC	APPROVED: _____ MORGAN KESSLER, PE, CITY ENGINEER	
				CKD. _____		
SHEET 1 OF 1						

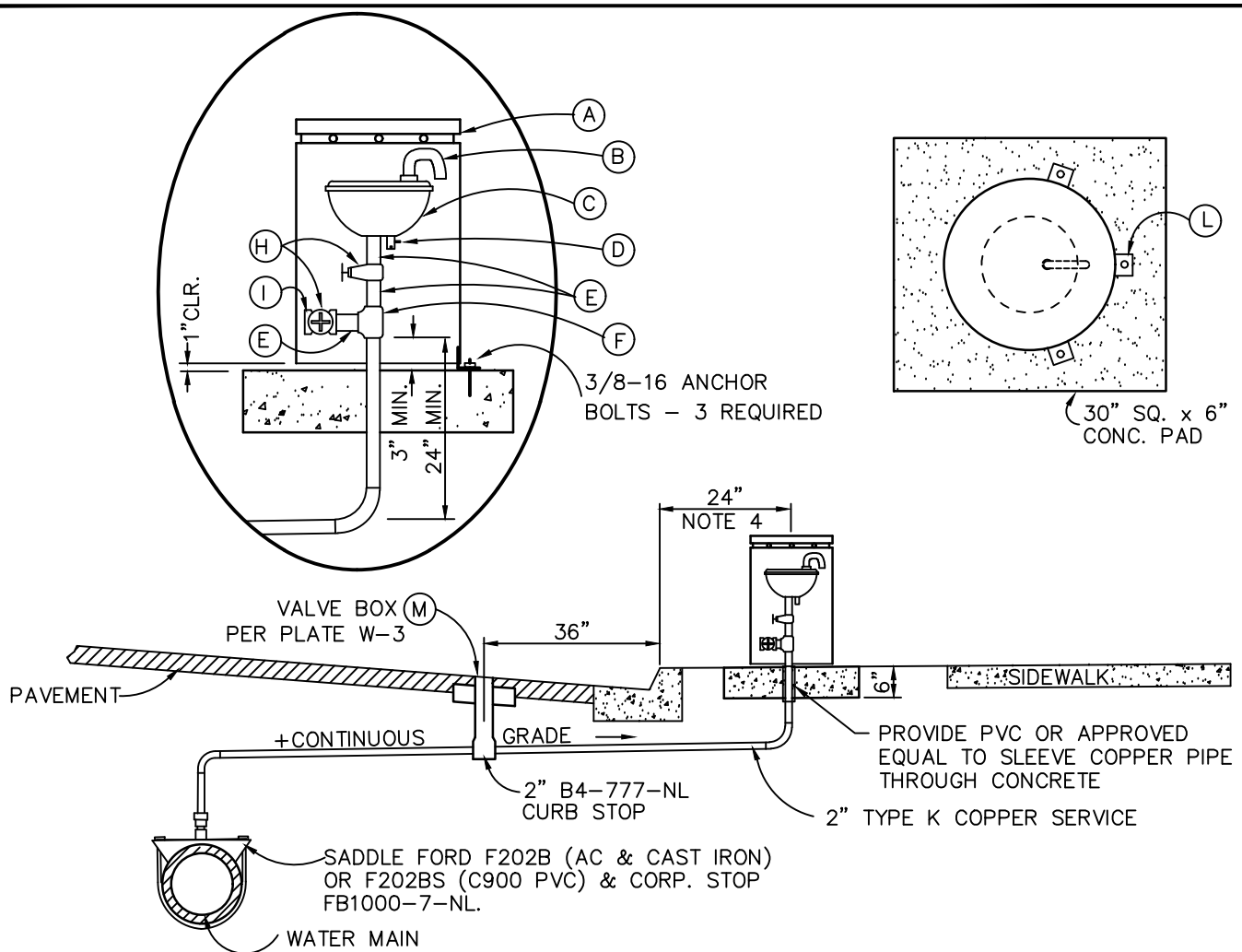


KEY	QUANTITY	DESCRIPTION
①	1	JENSEN PRECAST HTV10-3 VALVE BOX OR APPROVED EQUAL
②	1	8" SDR-35 PVC PIPE
③	1	GATE VALVE (RESILIENT SEAT) FLANGED BOTH ENDS
④	2	90° ELBOW-FLANGED BOTH ENDS
⑤	1	FLANGED SPOOL-LENGTH VARIES (DUCTILE IRON)
⑥	1	C900 PVC DR-14 OR DUCTILE IRON PIPE
⑦	1	THREADED SPOOL, FLANGED BOTH ENDS (DUCTILE IRON)
⑧	1	FLANGE COVER WITH STAINLESS STEEL BOLTS AND NUTS
⑨	7	1/8" THICK FULL FACE CLOTH RUBBER GASKET BETWEEN ALL FLANGES
⑩	1	JENSEN PRECAST HT1324 TRAFFIC BOX BOLT DOWN (SEE NOTE 1) TRAFFIC LIDS

NOTES:

1. H2O RATED IRON OR STEEL LIDS REQUIRED FOR ALL INSTALLATIONS SUBJECT TO TRAFFIC LOADS.
2. INSTALL GATE VALVE, ASSEMBLY PER STANDARD PLATE W-3.
3. ALL FLANGE BOLTS & NUTS TO BE STAINLESS STEEL.
4. BLOW-OFF SIZE: 4-INCH BLOW-OFF FOR 6-INCH THRU 12-INCH WATER MAINS. WATER MAINS OVER 12-INCHES TO BE CITY ENGINEER.
5. POLYWRAP AND ENCASE ALL DUCTILE IRON PIPE AND DUCTILE IRON FITTINGS.
6. ALL FITTINGS SHALL BE DUCTILE IRON.
7. PVC INSTALLATIONS SHALL INCLUDE A BLUE 12 GAUGE LOCATING WIRE.

	BLOW-OFF VALVE INSTALLATION				STANDARD PLATE 2025 W-7 SHEET 1 OF 1
	REV.	BY	DATE	DRAWN. _____ TPC	
				CKD. _____	
				APPROVED: _____ MORGAN KESSLER, PE, CITY ENGINEER	



MATERIALS LIST

- | | |
|--|---|
| (A) 20" DIA. X 36" HIGH POLYETHYLENE ENCLOSURE ARMORCAST P6002002 OR EQUAL | (H) 2" BRASS BALL VALVE |
| (B) 2 - 90° STREET ELBOWS | (I) 2"x2½" INCREASER & 2½" I.P.T. x 2 ½" FIRE HOSE THREAD ADAPTER |
| (C) COMB. AIR RELEASE & AIR VAC. VALVE APCO 145C, ARI D-040 | (J) NOT USED |
| (D) TEST DRAIN VALVE - 1/2" I.P.T. x 3/4" H.T. | (K) 2-3" x 3" HEAVY DUTY HINGES. WELD TO STL. PIPE (NON-REMOVABLE PINS) |
| (E) 2" BRASS NIPPLE (3" LONG) | (L) 3-2" x 2" x STAINLESS STEEL BOLT DOWN |
| (F) 2" x 2" BRASS TEE | (M) BINGHAM & TAYLOR MARK V HEAVY |
| (G) NOT USED. | |

NOTES:

- BOLLARDS SHALL BE PROVIDED FOR ALL INSTALLATIONS IN UNIMPROVED AREAS SIMILAR TO PLATE W-2.
- AIR VACUUM RELEASE VALVES SHALL BE INSTALLED AT HIGH POINT OF MAIN WHEN THE ELEVATION OF THE PIPE IS CHANGED BY 1/2 DIAMETER OR MORE FROM BOTH DIRECTIONS CAUSING AIR TO BE TRAPPED.
- IF SIDEWALK IS ADJACENT TO CURB AND 5- FEET OR LESS IN WIDTH, VALVE ASSEMBLY SHALL BE PLACED 18-INCHES FROM FACE OF CURB TO PROVIDE A 36-INCH MINIMUM SIDEWALK CLEARANCE.
- CONCRETE SHALL BE CLASS 560-C-3250.



COMBINATION AIR-VAC VALVE

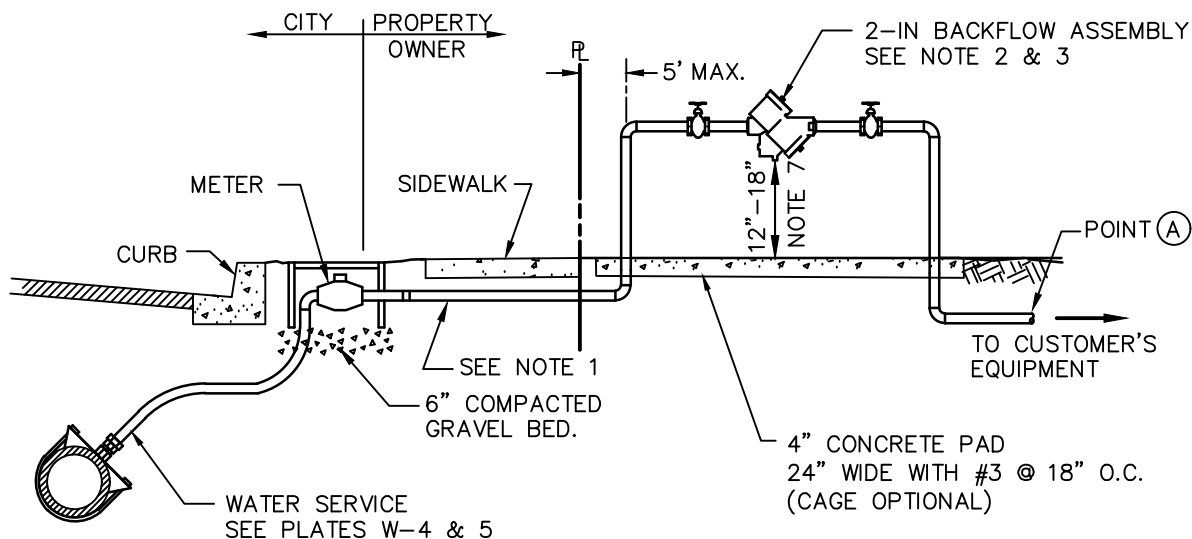
REV.	BY	DATE	DRAWN. TPC
			CKD.

APPROVED: MORGAN KESSLER, PE, CITY ENGINEER

STANDARD PLATE
2025

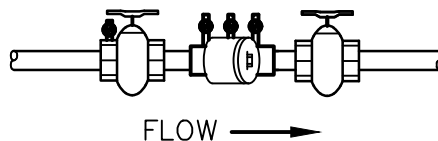
W-8

SHEET 1 OF 1



NO CONNECTIONS PERMITTED BETWEEN MAIN & BACK FLOW DEVICE

NOTE: BALL VALVES AND TEST COCKS ARE REQUIRED.

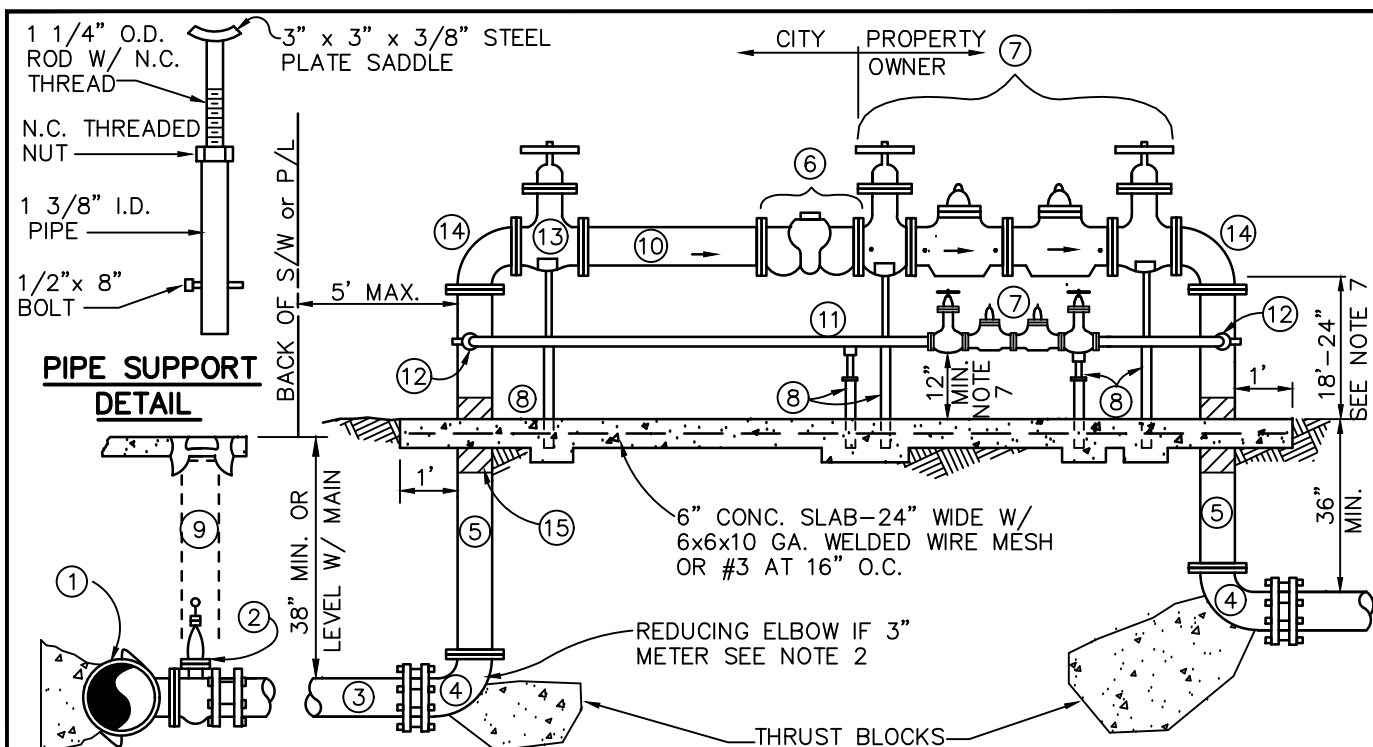


REDUCED PRESSURE BACKFLOW PREVENTER

NOTES:

1. PIPE FROM METER TO BACKFLOW PREVENTION DEVICE AND POINT (A) SHALL BE TYPE "K" RIGID OR BRONZED COPPER PIPE. EXPOSED COPPER SHALL BE PAINTED THE SAME COLOR AS BACKFLOW DEVICE. SEE GENERAL REQUIREMENT SECTION.
2. DOMESTIC SERVICE: USC-APPROVED LEAD-FREE REDUCED PRESSURE ASSEMBLY BACKFLOW DEVICE
3. IRRIGATION SERVICE: USC-APPROVED LEAD-FREE REDUCED PRESSURE ASSEMBLY BACKFLOW DEVICE
4. ALL COPPER JOINTS SHALL BE LEAD-FREE SILVER SOLDERED.
5. BACKFLOW PREVENTERS SHALL BE TESTED BY A CERTIFIED TESTER IMMEDIATELY AFTER THEY ARE INSTALLED.
6. INSTALLATION SHALL BE INSPECTED AND APPROVED BY CROSS-CONNECTION CONTROL PRIOR TO ACTIVATING.
7. CLEARANCES SHALL BE MEASURED TO THE LOWEST PART OF THE DEVICE INCLUDING ANY RELIEF VALVES.
8. CONNECTIONS FOR OTHER SERVICES ARE PROHIBITED BETWEEN THE WATER MAIN AND THE BACKFLOW DEVICE.
9. CONTACT FIRE DEPARTMENT FOR ADDITIONAL CONNECTIONS AND ALARM SYSTEM REQUIREMENTS.

	2-INCH AND SMALLER WATER AND BACKFLOW				STANDARD PLATE 2025	
	REV.	BY	DATE	DRAWN. _____ TPC	APPROVED: _____ MORGAN KESSLER, PE, CITY ENGINEER	W-9
	CKD.	_____	_____	_____		SHEET 1 OF 1

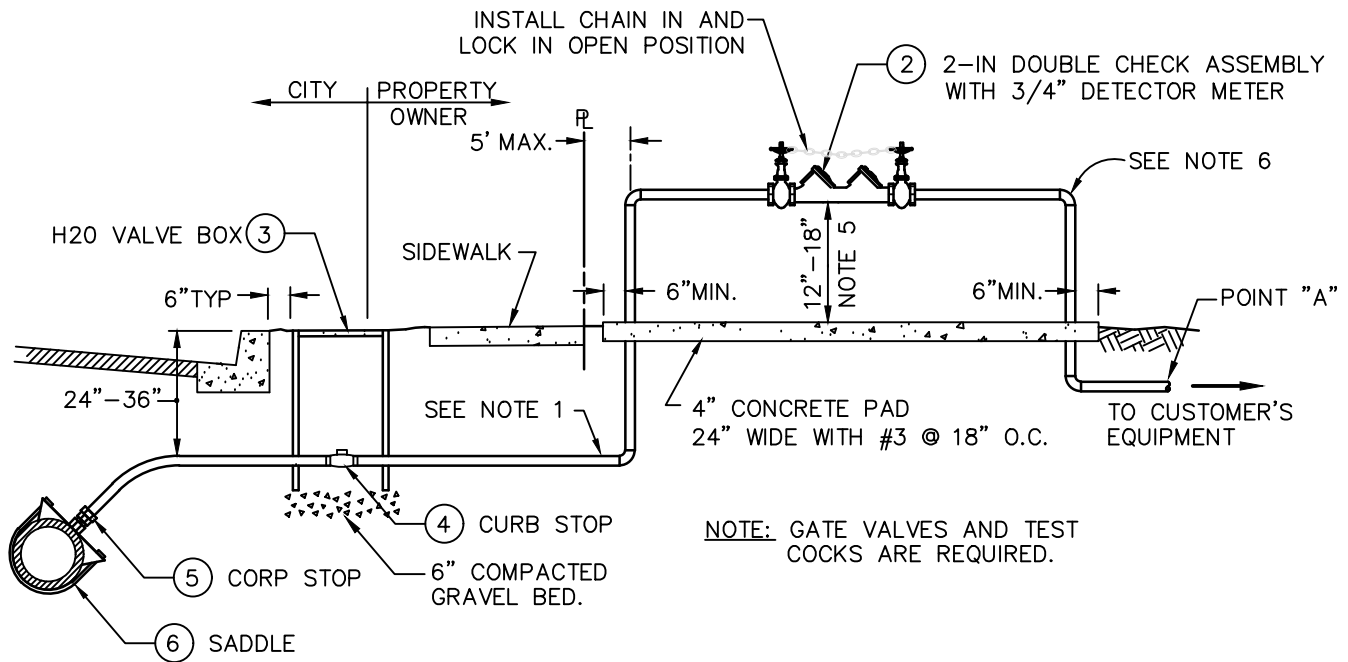


KEY	QUANTITY	DESCRIPTION
①	1	ROMAC STAINLESS STEEL TAPPING SLEEVE OR EQUAL
②	1	TAPPING VALVE (RESILIENT SEAT) WITH FLANGE & MECHANICAL JOINT
③	1	C900 PVC DR-14 PIPE OR POLYWRAP DUCTILE IRON (4" MIN.)
④	2	90° ELBOW-FLANGED BY MECHANICAL JOINT
⑤	2	PRE-FAB THREADED FLANGED SPOOL (DUCTILE IRON) POLYWRAP
⑥	1	METER-NO STRAINER (METER 3" & LARGER SHALL BE APPROVED BY WATER DIVISION)
⑦	2	REDUCED PRESSURE BACKFLOW PREVENTER WITH GATE VALVES (U.S.C. APPROVED)
⑧	5	PIPE SUPPORT (SEE DETAIL)
⑨	1	CHRISTY G3 OR APPROVED EQUAL
⑩	1	THREADED FLANGED SPOOL-5 DIAMETERS LONG (DUCTILE IRON)
⑪	1	1.5" BRONZE PIPE-FOR 3"-6" METER, 2" PIPE FOR 8" & LARGER METER
⑫	1	BY PASS SADDLE & CURB STOPS WITH LOCKS
⑬	1	GATE VALVE
⑭	2	90° ELBOW-FLANGED BY FLANGED
⑮	2	WRAP 2" WIDE 10 MIL POLYVINYL TAPE WHERE PIPE IS IN CONTACT W/ CONCRETE

NOTES:

1. INSTALLATION AND FITTINGS SHALL HAVE A MIN. OF 12-INCHES SIDE CLEARANCE.
2. A 3-INCH METER MUST BE INSTALLED WITH A 4-INCH SERVICE & A REDUCING ELBOW, INSTALLED AS SHOWN.
3. THE COMPLETE ASSEMBLY ABOVE GROUND SHALL BE PAINTED BY CONTRACTOR.
4. INSTALLATION SHALL BE INSPECTED AND APPROVED BY CROSS-CONNECTION CONTROL REPRESENTATIVE PRIOR TO ACTIVATING.
5. BACKFLOW PREVENTERS SHALL BE TESTED BY A CERTIFIED TESTER IMMEDIATELY AFTER THEY ARE INSTALLED.
6. CLEARANCES SHALL BE MEASURED TO THE LOWEST PART OF THE DEVICE INCLUDING ANY RELIEF VALVES.
7. RESTRAINT JOINTS SHALL BE USED IN ADDITION TO CONCRETE THRUST BLOCKS.
8. PVC INSTALLATIONS SHALL INCLUDE A 12 GAUGE LOCATING WIRE.
9. CONCRETE SHALL BE CLASS 560-C-3250.

	3" & LARGER WATER METER AND BACKFLOW				STANDARD PLATE 2025	
	REV.	BY	DATE	DRAWN. _____ TPC	W-10	
				CKD. _____		
				APPROVED: _____ MORGAN KESSLER, PE, CITY ENGINEER		SHEET 1 OF 1



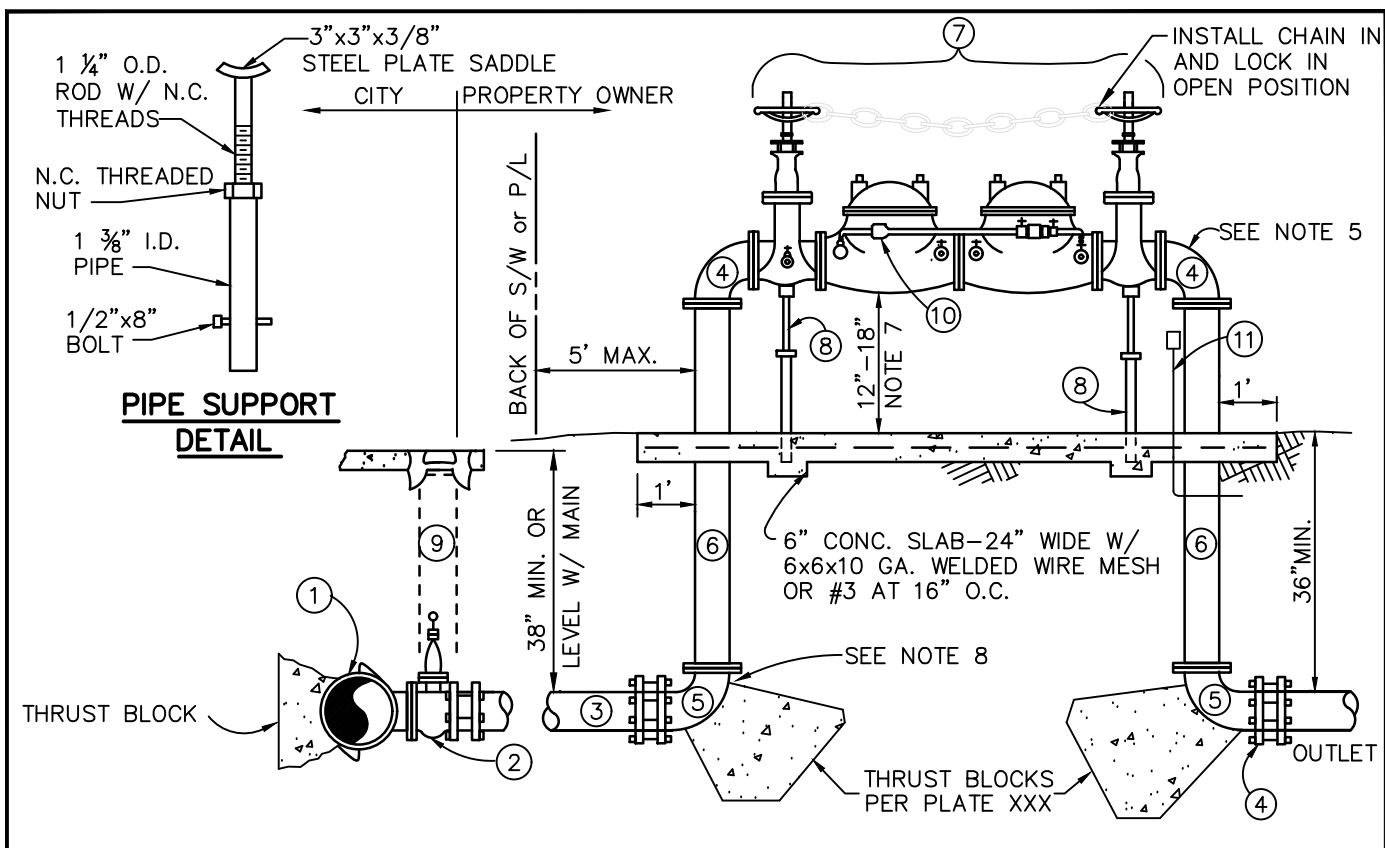
NO CONNECTIONS PERMITTED BETWEEN MAIN & BACK FLOW DEVICE

KEY	QUANTITY	DESCRIPTION
①	—	NOTE USED
②	1	UCS-APPROVED DOUBLE CHECK DETECTOR ASSEMBLY WITH O.S.&Y VALVES
③	1	CHRISTY G3 OR EQUAL
④	1	CTS-PACK JOINT 2-IN: B44-777-NL
⑤	1	CTS-PACK JOINT 2-IN: FB1000-7-NL
⑥	1	FORD 202B (AC, DCUTILE, CAST IRON), FORD 202BS (PVC)

NOTES:

- PIPE FROM METER TO BACKFLOW PREVENTION DEVICE AND POINT "A" SHALL BE TYPE "K" RIGID OR BRONZED COPPER PIPE.
- EXPOSED COPPER SHALL BE PAINTED THE SAME COLOR AS BACKFLOW DEVICE. SEE GENERAL REQUIREMENT SECTION.
- ALL COPPER JOINTS SHALL BE SILVER SOLDERED WITH 85-15.
- BACKFLOW PREVENTERS SHALL BE TESTED BY A CERTIFIED TESTER IMMEDIATELY AFTER THEY ARE INSTALLED.
- INSTALLATION SHALL BE INSPECTED AND APPROVED BY CROSS-CONNECTION CONTROL PRIOR TO ACTIVATING.
- CLEARANCES SHALL BE MEASURED TO THE LOWEST PART OF THE DEVICE INCLUDING ANY RELIEF VALVES.
- CONNECTIONS FOR OTHER SERVICES ARE PROHIBITED BETWEEN THE WATER MAIN AND THE BACKFLOW DEVICE.
- CONTACT FIRE DEPARTMENT FOR ADDITIONAL CONNECTIONS AND ALARM SYSTEM REQUIREMENTS.
- CONCRETE SHALL BE CLASS 560-C-3250.

	2-INCH FIRE BACKFLOW				STANDARD PLATE 2025 W-11 SHEET 1 OF 1
	REV.	BY	DATE	DRAWN. _____ TPC	
				CKD. _____	
				APPROVED: _____ MORGAN KESSLER, PE, CITY ENGINEER	

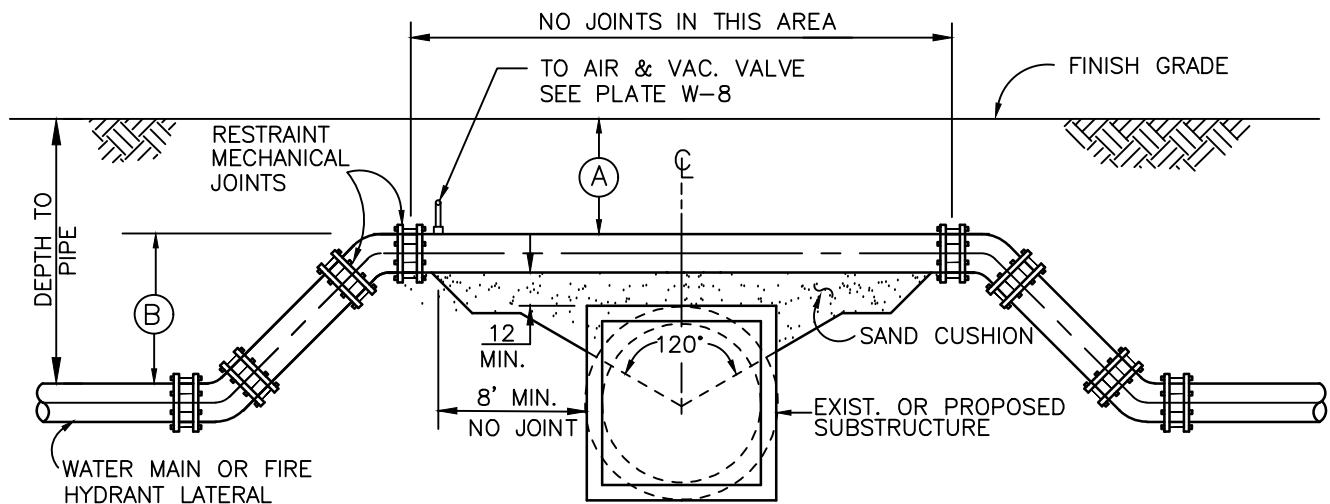


KEY	QUANTITY	DESCRIPTION
(1)	1	ROMAC STAINLESS STEEL TAPPING SLEEVE OR EQUAL (4" MIN.)
(2)	1	TAPPING VALVE (RESILIENT SEAT) WITH FLANGE & MECHANICAL JOINT
(3)	1	C900 PVC DR14 OR POLYWRAP DUCTILE IRON (4" MIN.)
(4)	2	90° ELBOW—FLANGED BY FLANGED
(5)	2	90° ELBOW—FLANGED BY MECHANICAL JOINT
(6)	2	THREADED FLANGED SPOOL (DUCTILE IRON)
(7)	1	DOUBLE DETECTOR CHECK ASSEMBLY WITH O.S. & Y. VALVES (U.S.C. APPROVED)
(8)	2	PIPE SUPPORT (SEE DETAIL)
(9)	1	CHRISTY G3 OR EQUAL
(10)	1	3/4" BYPASS METER
(11)	1	CONDUIT AND BOX FOR FUTURE ALARM SYSTEM

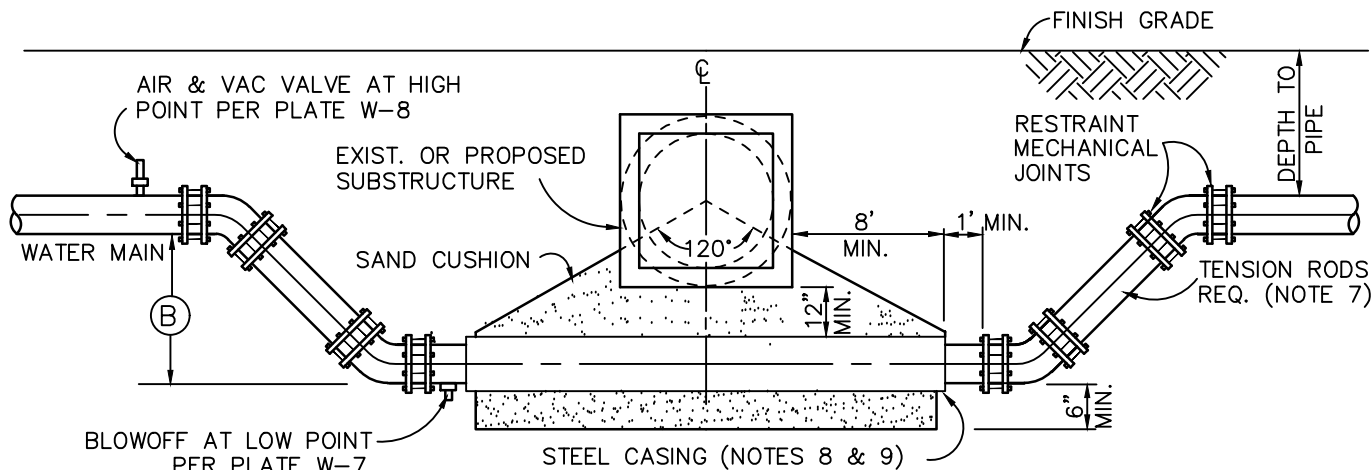
NOTES:

1. INSTALLATION AND FITTINGS SHALL HAVE A MIN. OF 12-INCHES SIDE CLEARANCE.
2. A 3-INCH METER MUST BE INSTALLED WITH A 4-INCH SERVICE & A REDUCING ELBOW, INSTALLED AS SHOWN.
3. ALL FITTINGS SHALL BE ASPHALTIC COATED OR MORTAR LINED. BURIED FITTINGS POLY WRAPPED.
4. THE COMPLETE ASSEMBLY ABOVE GROUND SHALL BE PAINTED BY CONTRACTOR.
5. INSTALLATION SHALL BE INSPECTED AND APPROVED BY CROSS-CONNECTION CONTROL REPRESENTATIVE PRIOR TO ACTIVATING.
6. BACKFLOW PREVENTERS SHALL BE TESTED BY A CERTIFIED TESTER IMMEDIATELY AFTER THEY ARE INSTALLED.
7. CLEARANCES SHALL BE MEASURED TO THE LOWEST PART OF THE DEVICE INCLUDING ANY RELIEF VALVES.
8. A 3-INCH BACKFLOW DEVICE MUST BE INSTALLED WITH A 4-INCH SERVICE & REDUCING ELBOW AS SHOWN.
9. RESTRAINT JOINTS SHALL BE USED IN ADDITION TO CONCRETE THRUST BLOCKS.
10. PVC INSTALLATIONS SHALL INCLUDE A BLUE 12 GAUGE LOCATING WIRE.
11. CONCRETE SHALL BE CLASS 560-C-3250.

	3-INCH & LARGER FIRE BACKFLOW				STANDARD PLATE 2025	
	REV.	BY	DATE	DRAWN. _____ TPC	W-12	
				CKD. _____		
				APPROVED: _____		SHEET 1 OF 1
				MORGAN KESSLER, PE, CITY ENGINEER		



OVERCROSSING (TITLE 22 WAIVER NOT REQUIRED)



CASING TABLE

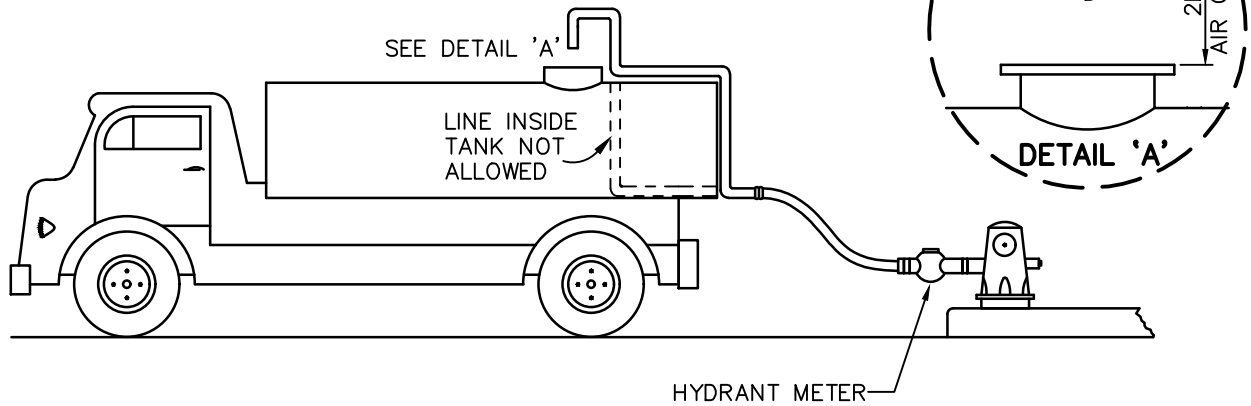
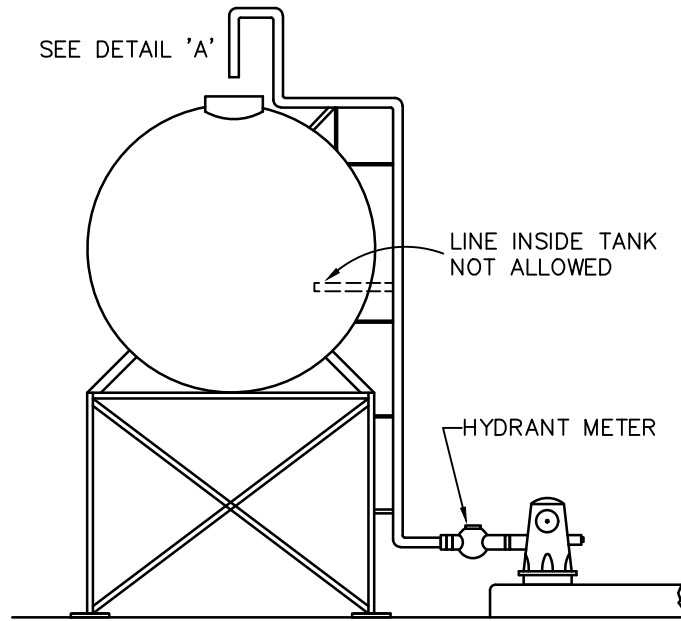
WATER MAIN	CASING-INSIDE DIA.	THICKNESS
6 INCHES	12 INCHES	1/4 INCHES
8 INCHES	14 INCHES	1/4 INCHES
10 INCHES	16 INCHES	3/8 INCHES
12 INCHES	18 INCHES	3/8 INCHES
14 INCHES	20 INCHES	3/8 INCHES

NOTES:

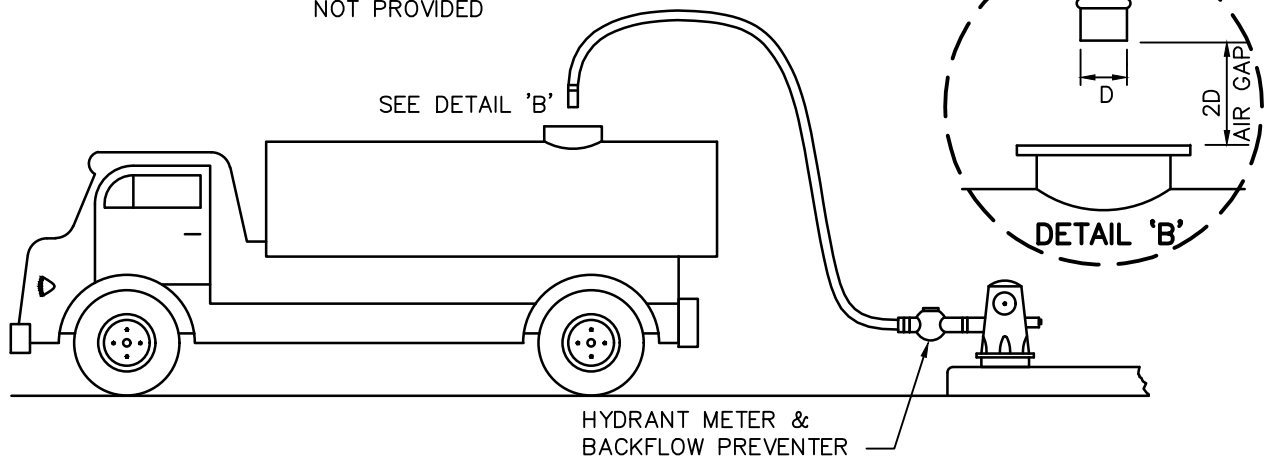
UNDERCROSSING (TITLE 22 WAIVER REQUIRED)

- ALL PIPE JOINTS 22.5 DEGREES OR GREATER SHALL BE THRUST BLOCK PROTECTED.
- RESTRAINT JOINTS SHALL BE USED IN ADDITION TO CONCRETE THRUST BLOCKS.
- IF DIMENSION (A) IS LESS THAN 30 INCHES, PIPE INSTALLATION SHALL BE INSTALL USING UNDERCROSS, UNLESS AN ALTERNATIVE BACKFILL SECTION IS APPROVED BY THE CITY ENGINEER.
- AIR VACUUM RELEASE ASSEMBLY INSTALLATION REQUIRED WHEN DIMENSION (B) IS MORE THAN 1/2 PIPE DIAMETER.
- ALL FITTINGS SHALL BE ASPHALTIC COATED OR MORTAR LINED.
- PVC INSTALLATIONS SHALL INCLUDE A 12 GAUGE LOCATING WIRE.
- TENSION RODS AND ANCHORS SHALL BE USED ON ALL INSTALLATIONS. TWO RODS ARE REQUIRED FROM BOTTOM TO TOP FITTING.
- MORTAR PLUG SHALL PENETRATE THE ENDS OF THE CASING SURROUNDING THE WATER MAIN TO A DEPTH OF 1 FOOT.
- IF 10 FEET OR MORE OF THE WATER LINE IS UNDER STRUCTURE, CASING SHALL BE USED PER TABLE.

	WATER MAIN CROSSINGS				STANDARD PLATE 2025	
	REV.	BY	DATE	DRAWN. TPC	W-13	
				CKD.		
				APPROVED: MORGAN KESSLER, PE, CITY ENGINEER		SHEET 1 OF 1



NOTE: BACKFLOW PREVENTOR
REQUIRED IF AIR-GAP
NOT PROVIDED



FIRE HYDRANT AIR-GAP METHOD

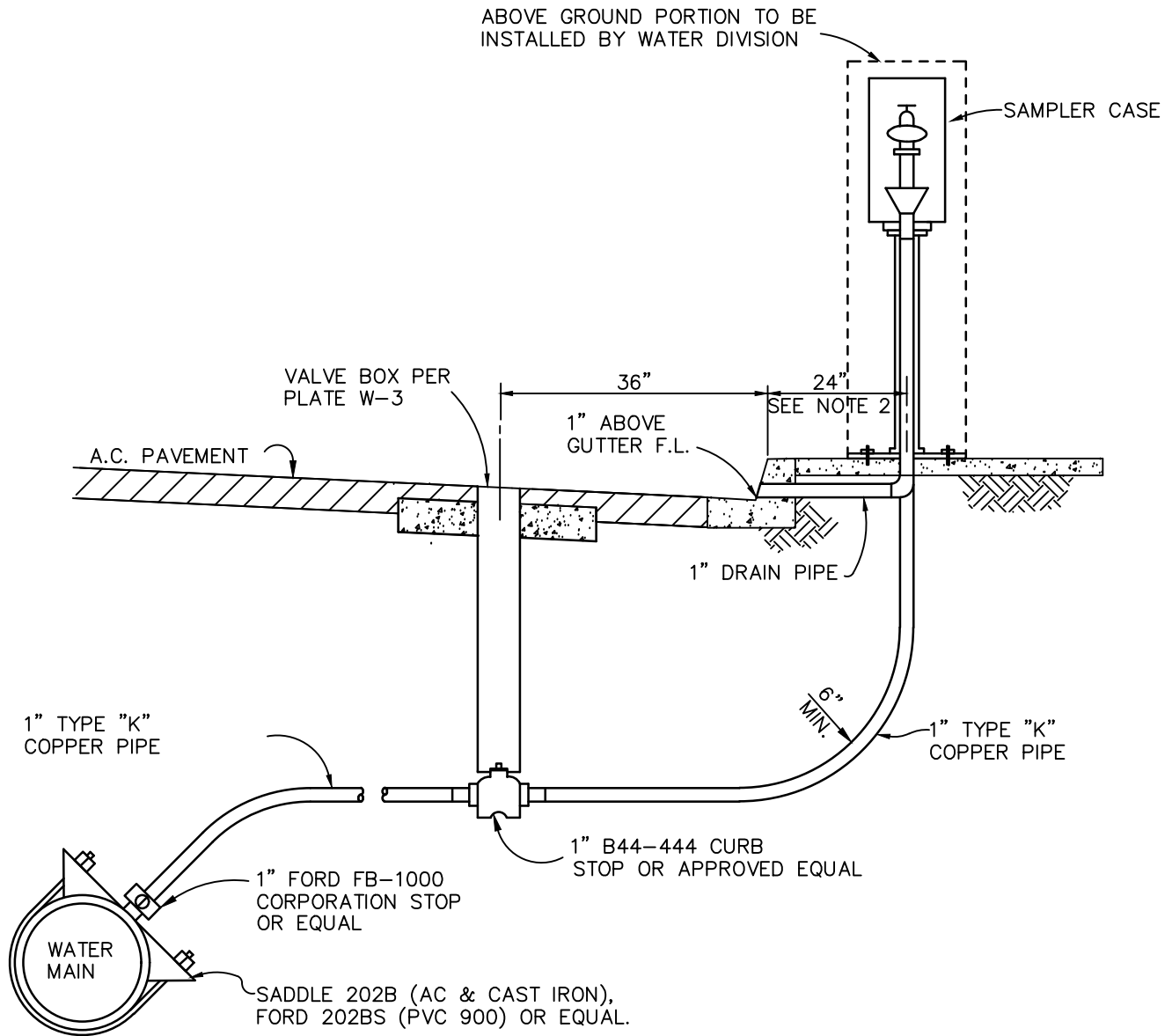
REV.	BY	DATE	DRAWN. _____ TPC
			CKD. _____

APPROVED: _____
MORGAN KESSLER, PE, CITY ENGINEER

STANDARD PLATE
2025

W-14

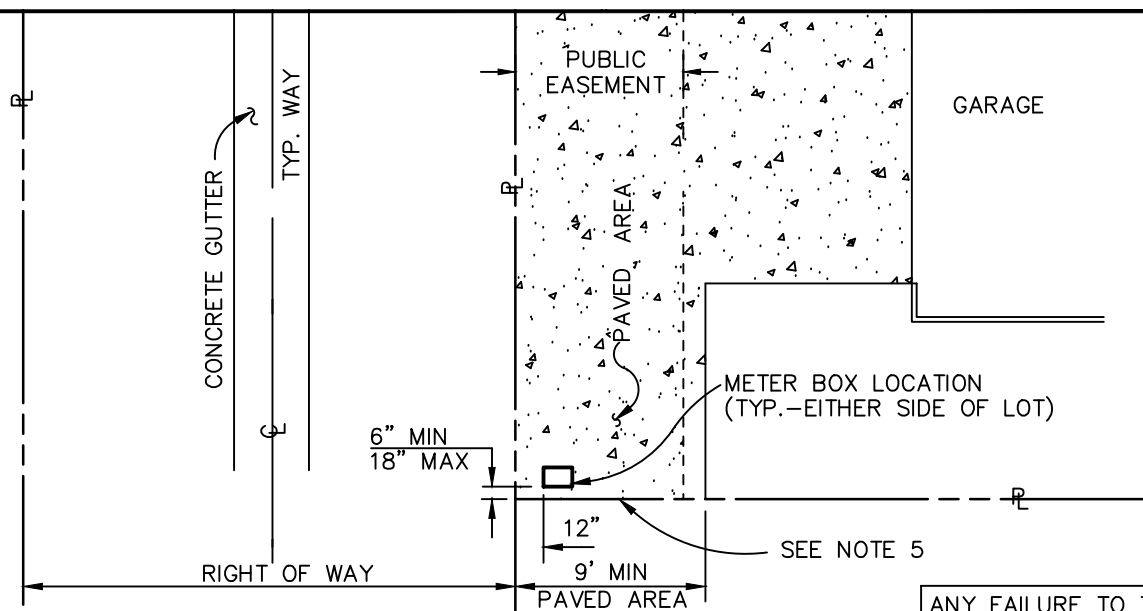
SHEET 1 OF 1



NOTES:

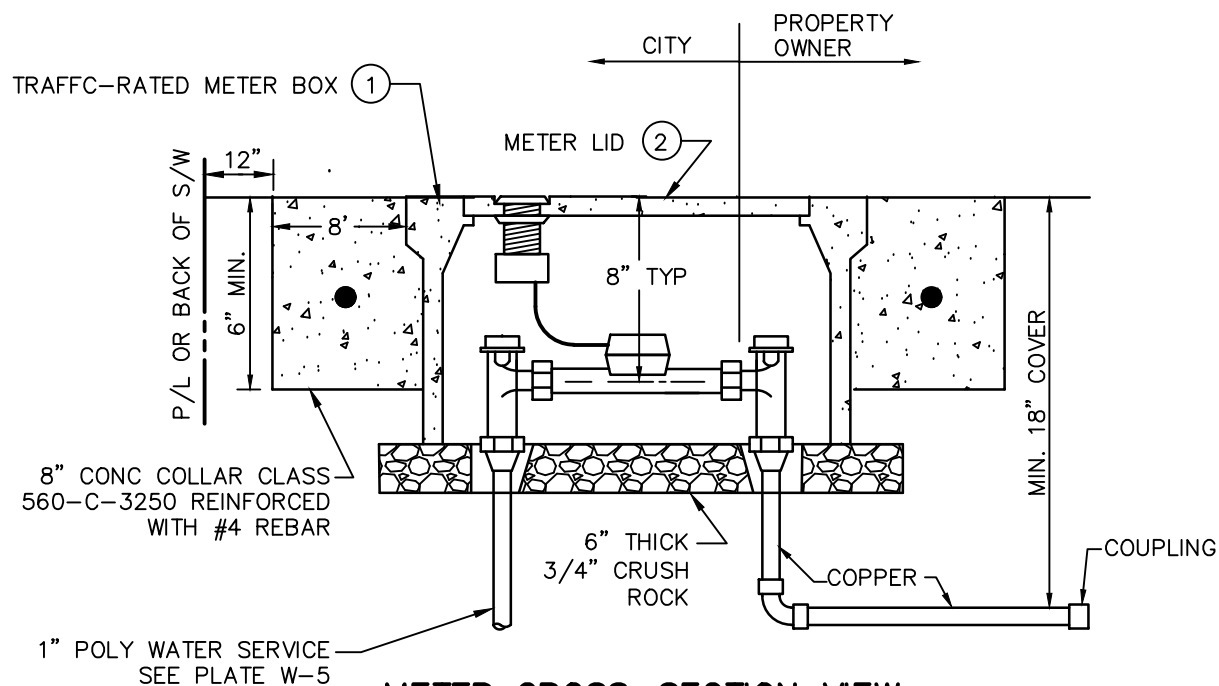
1. SAMPLER MAY BE INSTALLED IN PARKWAY WITH A 24-INCH SQ. x 6-INCH CONCRETE PAD.
2. SAMPLER SHALL BE 18-INCHES FROM FACE OF CURB IF SIDEWALK IS ADJACENT TO CURB AND 5- FEET OR LESS IN WIDTH.
3. CONTRACTOR TO INSTALL ALL BELOW GROUND PORTIONS OF SAMPLING STATION INCLUDING MINIMUM 36-INCH DRAIN LINE AND SERVICE LINE RISERS ABOVE FINISH SIDEWALK ELEVATION.
4. CONCRETE SHALL BE CLASS 560-C-3250.

	WATER SAMPLING STATION				STANDARD PLATE 2025
	REV.	BY	DATE	DRAWN. _____ TPC	W-15 SHEET 1 OF 1
				CKD. _____	
				APPROVED: _____ MORGAN KESSLER, PE, CITY ENGINEER	



PLAN VIEW

ANY FAILURE TO THE DRIVEWAY IS NOT THE CITY'S RESPONSIBILITY



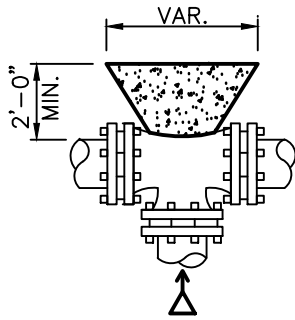
METER CROSS-SECTION VIEW

KEY	QUANTITY	DESCRIPTION
①	1	ARMORCAST A6001946PCX12
②	1	A6001969 WITH AMI PORT

NOTES:

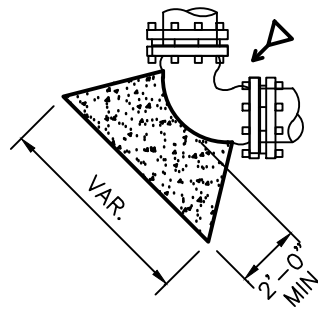
1. ALL METER BOXES SHALL HAVE TRAFFIC COVERS.
2. PRIOR TO PAVING DRIVEWAY, METER BOX INSTALLATION SHALL BE PASS INSPECTION.
3. MATCH EXISTING DRIVEWAY OR STRAIGHT GRADE TO EXISTING GRADE OF ADJACENT LOT.
4. CONCRETE SHALL BE CLASS 560-C-3250.
5. MATCH EXISTING DRIVEWAY OR STRAIGHT GRADE TO EXISTING GRADE OF ADJACENT LOT.

	METER BOX AT BEACH TRACTS				STANDARD PLATE 2025 W-18
	REV.	BY	DATE	DRAWN. TPC	APPROVED: <u>MORGAN KESSLER, PE, CITY ENGINEER</u> SHEET 1 OF 1
				CKD.	



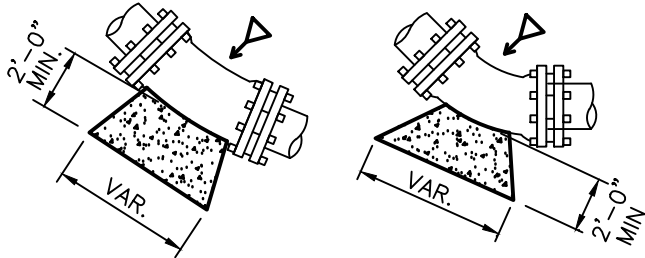
PIPE	2000 P.S.F.
4"	2.0 SQ. FT.
6"	4.0 "
8"	7.0 "
10"	11.0 "
12"	15.0 "
*14"	21.0 "
*16"	27.0 "

CASE 1: HORIZONTAL 90° TEE



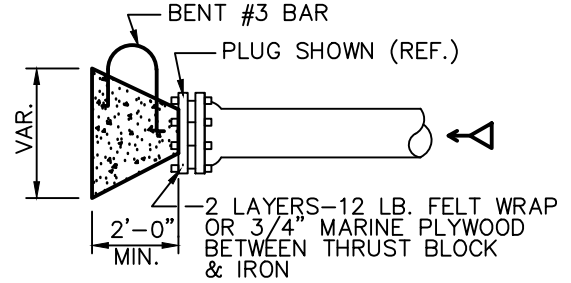
PIPE	2000 P.S.F.
4"	3.0 SQ. FT.
6"	5.0 "
8"	9.0 "
10"	15.0 "
12"	22.0 "
*14"	29.0 "
*16"	38.0 "

CASE 2: HORIZONTAL 90° BEND



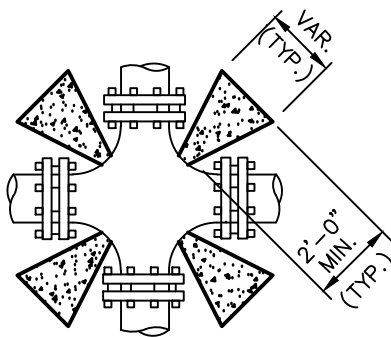
PIPE	22 1/2° BEND 2000 P.S.F.	45° BEND 2000 P.S.F.
4"	1.0 SQ. FT.	1.0 SQ. FT.
6"	1.5 "	3.0 "
8"	2.5 "	5.0 "
10"	4.0 "	8.0 "
12"	6.0 "	12.0 "
*14"	8.0 "	16.0 "
*16"	10.0 "	21.0 "

CASE 3: HORIZONTAL 22.5 & 45° BENDS



PIPE	2000 P.S.F.
4"	2.0 SQ. FT.
6"	4.0 "
8"	7.0 "
10"	11.0 "
12"	15.0 "
*14"	21.0 "
*16"	27.0 "

CASE 4: HORIZONTAL CAP/PLUG



PIPE	2000 P.S.F.
4"	1.0/EA. SQ. FT.
6"	2.0/EA. "
8"	3.0/EA. "
10"	5.0/EA. "
12"	9.0/EA. "
*14"	10.0/EA. "
*16"	13.0/EA. "

CASE 5: HORIZONTAL X'ING

NOTES:

1. RESTRAINT JOINTS SHALL BE USED IN ADDITION TO CONCRETE THRUST BLOCKS.
2. UNLESS OTHERWISE NOTED THRUST BLOCK BEARING FACES SHALL BE POURED AGAINST UNDISTURBED SOIL OR APPROVED COMPACTED BACKFILL.
3. AFTER THE TRENCH HAS BEEN BACKFILLED TO THE TOP OF PIPE, AREAS TO BE OCCUPIED BY THRUST BLOCKS SHALL BE RE-EXCAVATED AND SHAPED, AFTER SHAPING SIMPLE PLYWOOD, OR BOX WOOD FORMS SHALL BE INSERTED ADJACENT TO THE MOLD. CITY INSPECTION OF THE MOLD-FORM MUST BE OBTAINED PRIOR TO CASTING THE THRUST BLOCK.
4. THE THRUST BLOCK IS TO BE CAST IN SUCH A MANNER TO CRADLE THE PIPE OR FITTING. CONC. ENVELOPMENT SHALL BE PERPENDICULAR TO THE LINE OF THRUST.

* = ENGINEER TO DETERMINE CONFIGURATION

↑ = DIRECTION OF THRUST



CONCRETE THRUST BLOCKING

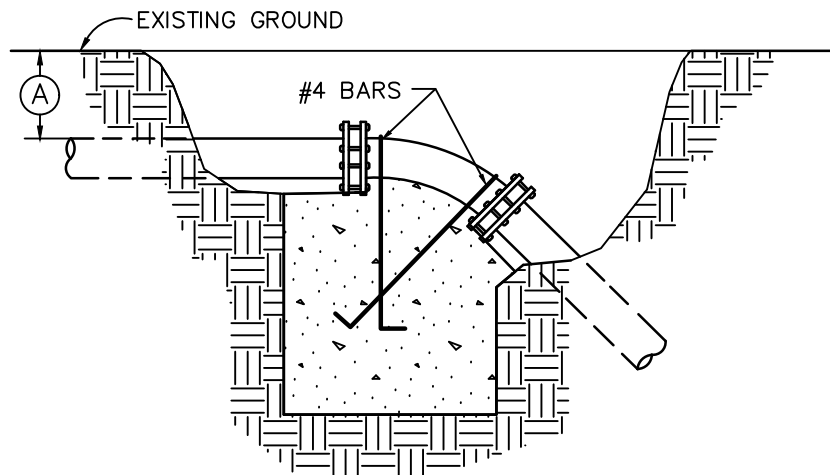
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			CKD.

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2025

W-20

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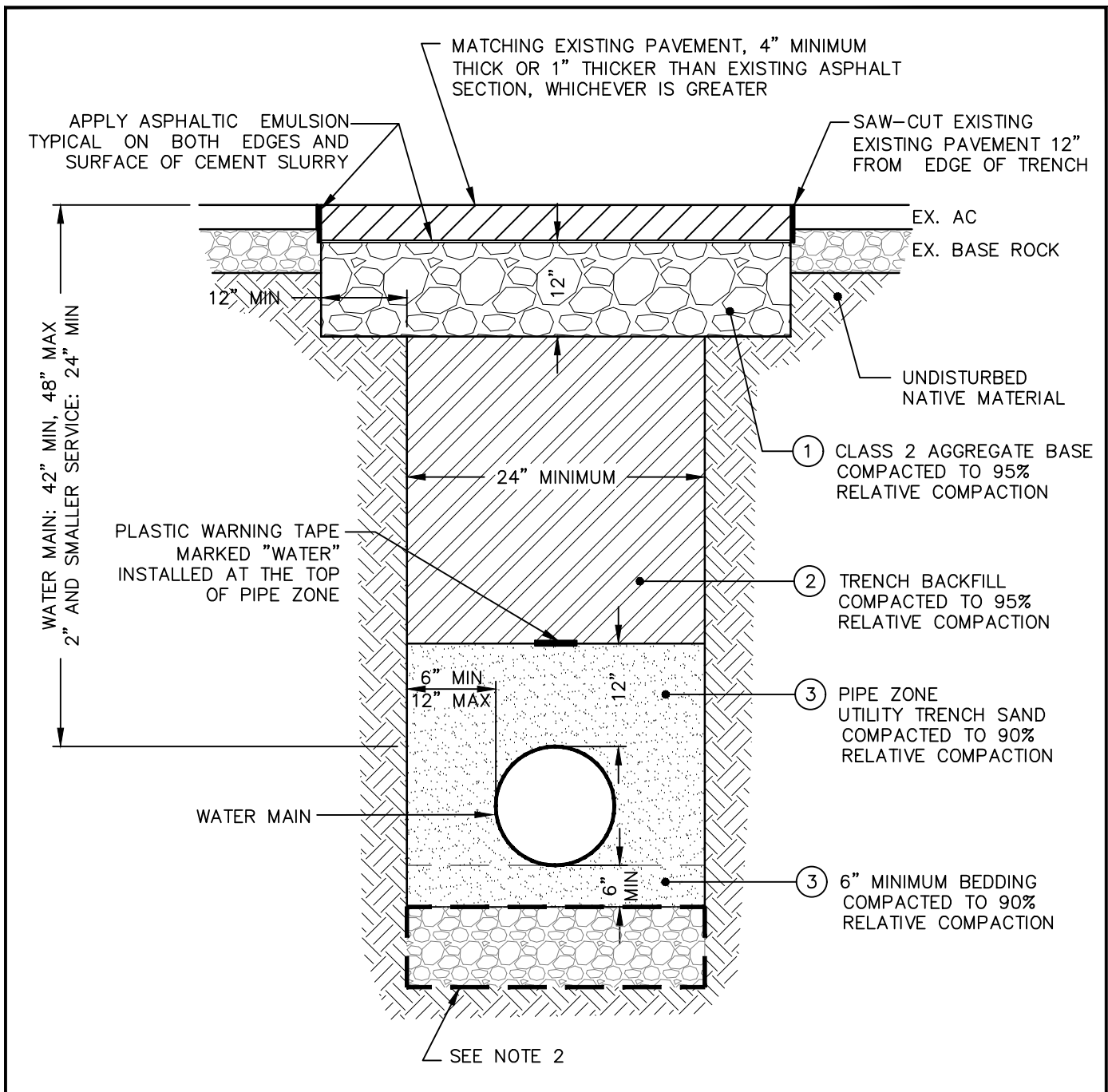


VERTICAL BEND

NOTES:

1. RESTRAINT JOINTS SHALL BE USED IN ADDITION TO CONCRETE THRUST BLOCKS.
2. IF DIMENSION (A) IS LESS THAN 30 INCHES, PIPE INSTALLATION SHALL BE UNDERPASS PER PLATE W-13, UNLESS AN ALTERNATIVE BACKFILL SECTION IS APPROVED BY THE CITY ENGINEER.
3. AIR VACUUM RELEASE ASSEMBLY INSTALLATION REQUIRED WHEN DIMENSION B IS MORE THAN 1/2 PIPE DIA.
4. ALL FITTINGS SHALL BE ASPHALTIC COATED OR MORTAR LINED.
5. PVC INSTALLATIONS SHALL INCLUDE A 12 GAUGE LOCATING WIRE.

	CONCRETE THRUST BLOCKING				STANDARD PLATE 2025
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	CKD.	APPROVED: _____ MORGAN KESSLER, PE, CITY ENGINEER	SHEET 2 OF 2		

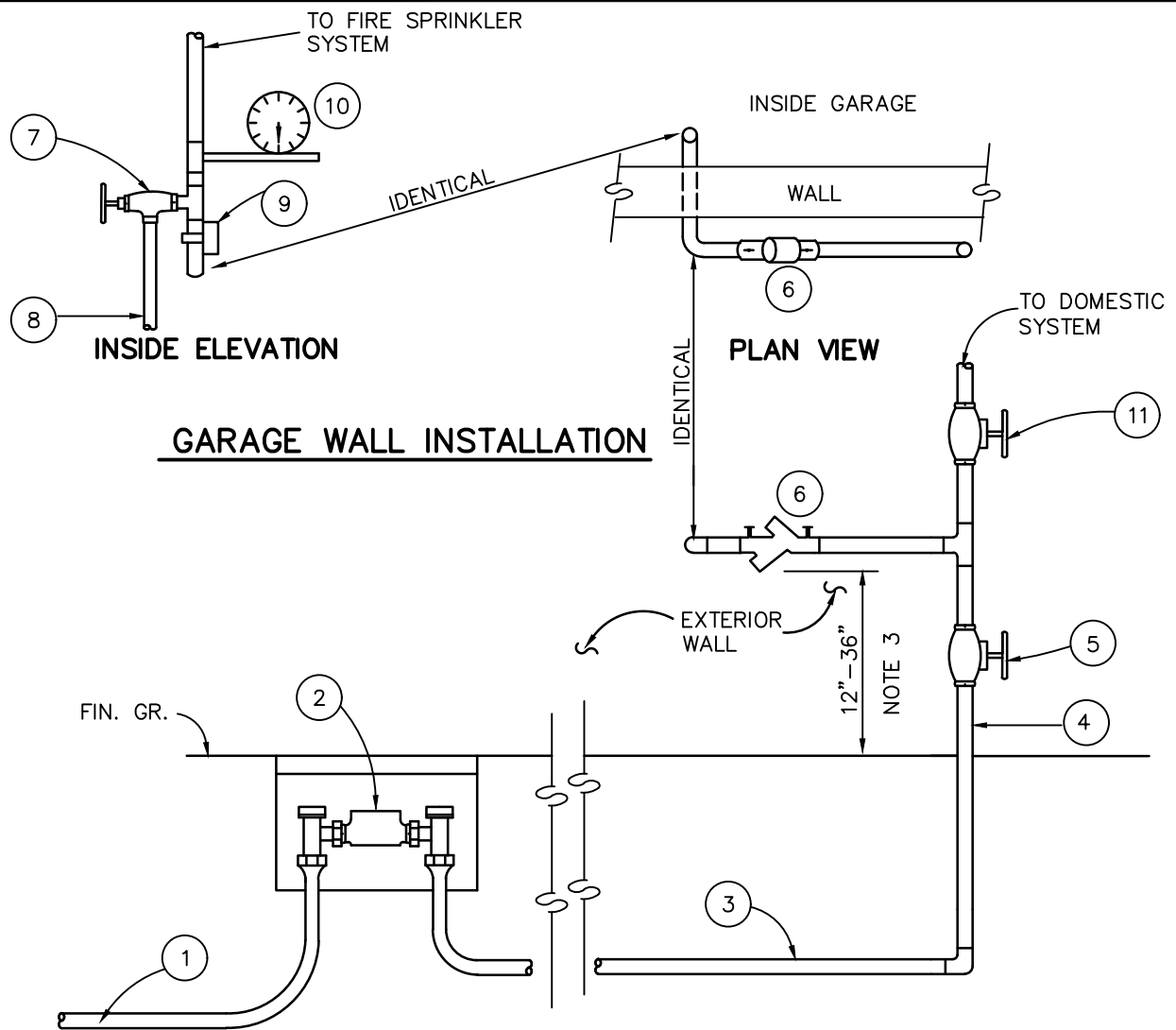


KEY	DESCRIPTION
①	CLASS 2 AGGREGATE BASE OR 1 1/2 SACK SLURRY WITHIN AN EXISTING ROAD: 1 1/2 SACK SLURRY
②	NATIVE OR IMPORTED BACKFILL WITH SE > 20 ALTERNATE: 1 1/2 SACK SLURRY
③	GREENBOOK, ASTM C33 CONCRETE SAND OR IMPORTED SAND WITH SE > 30

NOTES:

- ALL PAVEMENT RESTORATION SHALL COMPLY WITH CITY STANDARD PLATES 602.
- WHERE UNSTABLE SOIL IS ENCOUNTERED, TRENCH SHALL BE OVER-EXCAVATED OF UNSTABLE SOILS, BACKFILL WITH 12-INCHES MINIMUM OF COMPACTED 3/4-INCH DRAIN ROCK WRAPPED IN FILTER FABRIC, UNLESS DIRECTED OTHERWISE BY THE CITY/GEOTECHNICAL ENGINEER.

	STANDARD TRENCH				STANDARD PLATE 2025 W-21	
	REV.	BY	DATE	DRAWN. TPC	APPROVED: <u>MORGAN KESSLER, PE, CITY ENGINEER</u>	
				CKD.		
					SHEET 1 OF 1	



KEY	DESCRIPTION
①	TO MUNICIPAL WATER SUPPLY PER WATER PLATE W-4 & W-5
②	WATER METER (1-INCH MINIMUM) WITH ATTACHED TAILPIECE
③	COPPER OR P.V.C. PIPE (1.25-INCH).
④	COPPER PIPE.
⑤	INDICATING MAIN OR CONTROL VALVE (EXTERIOR LOCATION).
⑥	DOUBLE CHECK ASSEMBLY (USC-APPROVED) WITH BALL VALVES (FEBCO 805Y OR APPROVED EQUAL). TEST COCKS TO BE INSTALLED FACING AWAY FROM WALL.
⑦	MINIMUM 0.5-INCH DRAIN VALVE AND INSPECTORS TEST STATION.
⑧	DISCHARGE TO EXTERIOR.
⑨	FLOW SWITCH WIRED TO ALARM BELL WITH RETARD.
⑩	U.L./F.M. LISTED PRESSURE GUAGE.
⑪	DOMESTIC SHUT OFF VALVE.

NOTES:

1. BACKFLOW PREVENTER SHALL BE TESTED BY A CERTIFIED TESTER IMMEDIATELY AFTER INSTALLATION.
2. INSTALLATION SHALL BE INSPECTED AND APPROVED BY CROSS CONNECTION CONTROL PRIOR TO ACTIVATING SERVICE.
3. CLEARANCES SHALL BE MEASURED TO THE LOWEST PART OF THE DEVICE INCLUDING ANY RELIEF VALVES.

	RESIDENTIAL FIRE LINE SERVICE				STANDARD PLATE 2025	
	REV.	BY	DATE	DRAWN. _____ TPC	W-22 SHEET 1 OF 1	
				CKD. _____		
				APPROVED: _____ MORGAN KESSLER, PE, CITY ENGINEER		



STANDARD PLATES AND DESIGN CRITERIA

FOR PUBLIC WORKS CONSTRUCTION

**2002 EDITION
(UPDATED 2025)**

CITY COUNCIL RESOLUTION NO. XXX

2002 STANDARD PLATES AND DESIGN CRITERIA

REVISION TRACKER

[illegible]

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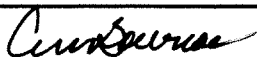
Granville M. Bowman

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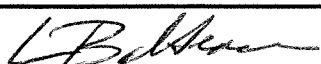
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L. Balderrama
L. Balderrama, City Engineer

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PLATE viii

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10**GENERAL ROAD DESIGN GOALS AND PROCEDURES**

- 10 - 1 All streets and roadways to be build within and made part of the City road system shall be designed to conform to these standards. Where standards are not definitive , design shall conform to good engineering practice approved by the Director of Public Works. The Caltrans Design Manuals generally provide guidance in " good engineering practice " of road design.
- 10 - 2 The Public Works Director may issue , modify , revise or cancel standards showing engineering and construction details for roadways and other construction.
- 10 - 3 Deviations from Right-of-Way and improvements of these standards shall be allowed only with the approval of the Public Works Director. Deviation from the technical requirements of the standards may be granted by the Public Works Director. Any request for deviation from the requirements of the standards must be accompanied by sufficient supporting data . The applicant requesting the deviations shall provide the supporting data well in advance and obtain the approval prior to utilizing the proposed deviation in his design.
- 10 - 4 Turning lanes at intersections and bicycle lanes may require Right - of - Way and improvement widths greater than those shown on the 100 - series standards.
- 10 - 5 Design loading for box culverts and bridges on all roadways shall be AASHTO H-20.
- 10 - 6 Vertical clearance on all roadways shall be 15' minimum .
- 10 - 7 Sight distance on all curvilinear roads shall be per Table-I.

11**GRADES****11 - 1****LONGITUDINAL GRADE :**

All streets and roadways shall have minimum grade of 0.40% on straight reach. On curved alignment, minimum grade of 0.40% is required on outer radius of the curve. This will entail steeper grades along centerline.

11 - 1.1

Minimum grade of cross-gutter and spandrell flow line shall be 0.50%. This grade will be required on centerline of the street parallel to the cross-gutter . Cross fall should not be adjusted to accomplish the required grades.

11 - 1.2

Minimum grade across " Knuckle " is 0.40% along outer curb. This will require steeper grades along centerline and inner curb

11 - 1.3

Minimum grade on flowline of a cul-de-sac shall be 0.40%. Adjust the centerline grade such that cross - fall ranges between 1.6% minimum and 3.6% maximum.

**GENERAL REQUIREMENTS - STREETS**DRAWN: SOHER CKD. *Jay Patel*

APPR. BY

*Public Works Department**Baigumey Y. Wong*

STANDARD PLAN

PLATE 1

SHEET OF

11 - 2

TRANSVERSE GRADE:

More commonly known as cross fall shall be not less than 1.6%. Preferable value of the cross fall is 2.0%. It shall not be more than 3.6% unless approval of higher value is granted by the Public Works Director.

11 - 3

GRADE BREAKS:

Grade breaks on all streets and roadways shall be limited to 0.5% maximum. Where grade differential is greater than 0.5% vertical curve shall be required per table -2, section 12 - 2. A maximum of 1.0% grade break is allowed on curb-returns before a vertical curve is required. For the ease of plan-checking show your grade break points on profile. Also show tangent grades in parentheses when actual finish surface profile is a vertical curve. Grade breaks must not be closer together than the length of vertical curve for grade changes of 1.0%. See section 12-2, " vertical curves " in this text.

12

GEOMETRIC DESIGN STANDARDS

12 - 1

HORIZONTAL CURVES:

Minimum horizontal curve design criteria for street and roadways within the City jurisdiction shall be as summarized in Table-1.

TABLE - 1

MINIMUM HORIZONTAL CURVE DESIGN CRITERIA

DESIGN CRITERIA	RES. STREETS	COMM./INDUSTR.	LOCAL/ SEC. ARTERIAL	PRIMARY ARTERIAL
Design Speed (m.p.h.)	30	35	45	55
Minimum Centerline Radius (feet)	200	300	850	1,150
Minimum horizontal Sight distance (feet)	200	250	370	510
Minimum reverse Curve tangent (feet)	100	200	300	500
Minimum approach tangent @ intersections (feet)	100	200	300	500

12 - 2

VERTICAL CURVES:

Minimum vertical curve design criteria for streets and roadways within the City jurisdiction shall be as summarized in Table-2.

REV. APPR. BY DATE



CITY OF

GENERAL REQUIREMENTS - STREETS

DRAWN: SOHER

CKD. *Jay Patel*

APPR. BY

Benjamin J. Wong
Public Works Department

STANDARD PLAN

PLATE 2

SHEET OF

REV.	APPR. BY	DATE			

TABLE - 2 VERTICAL CURVE DESIGN CRITERIA

Minimum lengths of vertical curves to maintain required sight distances and smooth riding characteristics.

A = Algebraic difference in grades , for values of "A " between tabulated values, use next higher value.

B = Length of vertical curve at bulb end of cul-de-sac.

DESIGN SPEED		25 M.P.H.		30 M.P.H.		35 M.P.H.		40 M.P.H.		45 M.P.H.		50 M.P.H.		55 M.P.H.	
STOPPING SIGHT DISTANCE		160 FT.		200 FT.		250 FT.		310 FT.		370 FT.		440 FT.		510 FT.	
A	B	SAG	CREST	SAG	CREST	SAG	CREST	SAG	CREST	SAG	CREST	SAG	CREST	SAG	CREST
≤ 0.5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
> 0.5	10	10	10	10	10	10	10	10	10	20	20	20	20	30	30
1.0	10	10	10	20	20	20	20	20	20	30	30	30	30	50	50
1.5	10	20	20	20	20	30	30	30	30	40	40	50	50	70	100
2.0	10	20	20	30	30	40	40	40	40	60	80	80	200	100	330
3.0	20	30	30	40	40	80	50	130	160	180	280	240	420	300	570
4.0	20	80	30	130	70	190	170	250	270	320	400	400	560	480	760
5.0	30	130	60	180	130	250	230	330	350	410	500	500	700	600	950
6.0	30	160	100	220	170	300	270	390	420	490	600	600	840	720	1140
7.0	40	190	120	260	210	350	320	460	490	560	700	700	980	840	1330
8.0	40	220	150	300	230	400	360	520	550	650	800	800	1120	960	1520
9.0	50	240	180	330	260	450	410	580	620	730	900	900	1260	1080	1710
10.0	50	270	200	370	290	500	450	650	690	810	1000	1000	1400	1200	1900
11.0	60	300	220	400	320	550	500	720	760	890	1100	1100	1550	1350	2100
12.0	60	320	240	440	350	600	550	780	830	970	1200	1200	1700	1500	2300



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CHKD: *City Seal*

APPR. BY: *Superintendent*

PLATE 3

STANDARD PLAN

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12-3

**MINIMUM CURB RETURN AND PROPERTY LINE RADII SHALL
BE AS FOLLOWS :**

TABLE-3 MINIMUM RADII AT INTERSECTIONS

Type of Intersection.	Curb Return	Property Line
Residential - Residential	25 feet	12 feet
Residential - Comm./ Ind.	30 feet	17 feet
Comm./ Ind. - Comm./ Ind.	30 feet	17 feet
Comm./ Ind. - Local/ Sec. Art.	30 feet	15 feet
Residential - Local/ Sec. Art.	30 feet	15 feet
Residential - Primary Art.	30 feet	15 feet
Comm./ Ind. - Primary Art.	35 feet	20 feet
Local/ Sec. Art. - Local/ Sec. Art.	35 feet	20 feet
Local/ Sec. Art. - Primary Art.	40 feet	25 feet
Primary Art. - Primary Art.	40 feet	25 feet

12-4

ROAD WIDTH TRANSITION TAPERS:

When constructing a roadway that will directly connect with an existing roadway of less width, it is necessary to install a transition taper between the two. The length of taper depends upon the offset difference between the outside travelled edge of the two sections and the speed limit or design speed as shown in the taper formula below.

These values are not to be used in the design of speed change or left turn storage lanes

MINIMUM ROAD WIDTH TRANSITION TAPERS

TAPER FORMULA:

$L = S \times W$ For speeds greater than 40 mph

$L = \frac{W S^2}{60}$ For speeds of 40 mph or less.

WHERE :

L = Length of taper (min. 100')

S = Numerical value of posted speed limit or 85 percentile speed

W = Width of offset.

13

ASPHALT CONCRETE PAVEMENT DESIGN

13-1

GENERAL PRINCIPLES

The design of asphalt concrete pavement is based on the principle of layers of progressively decreasing strengths from the finished surface to the sub-grade. In each case, the finished surface consists of a layer of asphalt concrete pavement of the thickness computed by the design formulas, but not less than a specified minimum thickness.



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The design method provides a numerical solution to the thickness of any layer based on the following :

- a. The Traffic Index, a measure of the amount and type of truck traffic that is expected over the 20-year period following construction.
- b. The physical strength, measured by gravel equivalent , of the layer being designed.
- c. The physical strength, measured by R-Value , of the layer immediately below the layer being designed.
- d. The minimum physical strength, measured by R-Value, of the sub-grade material.
- e. The thickness and physical strength , measured by gravel equivalent, of the material above the layer being designed, if any.

By varying the types of materials used, a number of different, acceptable pavements can be designed for each combination of Traffic Index and sub-grade R-Value.

13-2

ECONOMIC CONSIDERATIONS:

The relative costs of the materials making up the layers of pavement vary from time to time resulting in differing combinations of layers being the most economical at any given time. In selecting a complete pavement design, the following should be taken into consideration:

- a. Sub-grade soils can be improved in strength by several types of treatment which do not require the material to be removed from the site.
- b. Base materials with R-Values less than that of Standard Specification Crushed Miscellaneous Base (C.M.B.) can be used economically with the lower Traffic Indices. A note on the plans or a special provision is needed.
- c. Existing bases and surfacing can be reused. This may require treatment in place or removal and reprocessing.
- d. Materials cannot be compared on cost per ton basis alone because:
 - (1) Higher strength materials require less thickness when used in place of lower strength materials.
 - (2) Elimination of a complete layer by thickening the layer above may result in savings in construction costs not reflected in per ton costs alone.
 - (3) Gravel equivalent of A.C. increases when thickness is over 0.4 feet.
- e. Thinner overall thickness of the layered pavement sections results in less excavation and may avoid interference with or



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damage to utility and drainage facilities.

f. Current scarcity in the supply of any material used.

Several alternate sections should be designed, the overall cost of each estimated, and the most economical section specified. Where costs are nearly equal or where relative costs of materials are changing rapidly, it may be desirable to provide more than one acceptable design from which the contractor can choose the one to construct.

13-3

DESIGN METHOD

13-3.1

NOMENCLATURE

T = Thickness of layer in feet.

TI = Traffic index from standard drawings plates or a greater value indicated by a traffic engineering study.

GF = Gravel factor of material in a layer.

GE = Gravel equivalent of the pavement or a layer. The theoretical thickness of the pavement or layer if composed entirely of material with a GF of one.

SF = Safety factor. An additional thickness of A.C. expressed as gravel equivalent.

R = Minimum resistant R-Value of material.

AC = Subscript referring to Asphalt Concrete layer.

B = Subscript referring to Base layer.

SB = Subscript referring to Subbase layer.

SG = Subscript referring to Subgrade.

MIN = Subscript referring to Minimum Allowable Thickness of a layer.

13-3.2

CONSTANTS FOR AC

GF = 2.5 for $TI \leq 5$

GF = $\frac{5.67}{\sqrt{TI}}$ for $TI > 5$

T_{AC} min. over Base material or stabilized subgrade = 0.25 ft.

T_{AC} min. over unstabilized subgrade = 0.33 ft.

13-3.3

CONSTANTS FOR BASES AND SUBBASE

MATERIAL	R*	GF	SF _{AC} **	T Min. , Ft.
Select subbase	60	1.0	0	0.33 (Subbase only)
CAB				
CMB	80	1.1	0.16	0.33
Lime Treated	80	***	0.18	0.50
Base				
Soil Cement	80	1.2	0	0.50
Bituminous	80	1.3	0	0.50
Stabilized Base				
Cement Treated	80	1.2	0.18	0.50
Base				



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*Maximum R-Value , lesser values must be used if standard specifications are modified.

**For $T.I. < 8.0$, $SF_{AC}=0$

***LTB GF = 0.9+(Unconfined compressive strength in PSI/1000)

13-3.4

CONVENTIONAL DESIGN

A layered system of A.C., base and sub-base over the subgrade. The material in each layer must have a higher R-Value than the material below it. The thickness of each layer is designed, starting with the A.C. surface layer and working down, as follows:

- $GE_{AC} = 0.0032 \times TI \times (100 - R_B) + SF_{AC}$
- $T_{AC} = GE_{AC} / GF_{AC}$ If $T_{AC} < 0.25$, use $T_{AC} = 0.25$ ft.
- $GE_B = 0.0032 \times TI \times (100 - R_{SB}) - (T_{AC} \times GF_{AC})$
- $T_B = GE_B / GF_B$ If $T_B < T_{MIN}$, use $T_B = T_{MIN}$
- $GE_{SB} = 0.0032 \times TI \times (100 - R_{SG}) - (T_{AC} \times GF_{AC}) - (T_B \times GF_B)$
- $T_{SB} = GE_{SB} / GF_{SB}$ If $T_{SB} < T_{MIN}$, then either
 (1) $T_{SB} = T_{MIN}$ or
 (2) $T_B = (GE_B + GE_{SB}) / GF_B$ and $T_{SB} = 0$

13-3.5

THICK LIFT DESIGN

An A.C. surface layer , 0.3 feet or more in thickness , placed either directly on the subgrade (stabilized* or unstabilized) or over a layer of base material* designed as follows:

- $GE_{AC} = 0.0032 \times TI \times (100 - R_{SG}) - T_B \times GF_B$
- $T_1 = GE_{AC} / GF_{AC}$
- If $T_1 \leq 0.4$ ft., $T_{AC} = T_1$
- If $T_1 > 0.4$ ft., $T_2 = [GE_{AC} - (0.4 \times GF_{AC})] / (1.3 \times GF_{AC})$
- If $T_2 \leq 0.4$ ft., $T_{AC} = 0.4$ ft. + T_2
- If $T_2 > 0.4$ ft., $T_3 = [GE_{AC} - (0.92 \times GF_{AC})] / (1.5 \times GF_{AC})$
- Then $T_{AC} = 0.8$ ft. + T_3

* Base or stabilized subbase shall be 0.5 ft. or thicker.

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14

INTERSECTION

All at-grade intersections provide linkage between two or more streets. Design considerations should be such that intersections provide smooth riding characteristics and ample unobstructed sight distances. Minimize the use of cross-gutters, whenever possible. Also, all intersections and certain approach distances withstand greater acceleration and deceleration actions.

To help minimize the wear and tear of the pavement, increase the design value of traffic index by 0.5 and increase the structural section. If the intersection is formed by the junction of two or more roadways, then the entire intersection shall be designed for the upgraded T.I. of the street with higher T.I.. The entire intersection means, full pavement width traversing along main street from the beginning of first curb return to the end of last curb return plus the maximum coverage of the secondary street by extending perpendicular lines from the farthest end of curb returns.

The approach distances shall be those sight distances given in Table 1 (sub-section 12-1) and measured beyond the limit of the intersection as defined above. The approaches on main street shall be designed for the T.I. = designated T.I. + 0.5 of the main street and similarly the approaches on secondary street shall be designed for T.I. = designated T.I. + 0.5 of the secondary street.

This could be accomplished by thickening asphalt and / or base section or any combination thereof. Also, it is desirable to bring up to pavement surface and reduce the curb height thereby. This helps in the design of the access ramps for physically handicapped and forces the drainage flow away from the intersection.

15

MATERIAL TESTING

15-1

ADMINISTRATIVE

15-1.1

All design for thickness of pavements, including soils testing, and all control testing during construction shall be performed by a Materials Engineer.

15-1.2

A Materials Engineer acceptable to the Director of Public Works shall be employed and paid by the developer of any land development project and by permittee on jobs requiring permits. The Materials Engineer, or a consulting Engineer employed by the City, shall be the Materials Engineer on City projects.

15-1.3

A materials Engineer shall be a Registered Civil Engineer knowledgeable in the field of soil mechanics and road materials.

15-1.4

Since A.C. (viscosity) varies from refinery to refinery, use of A.C. 4000 (as called on Std. Plates) may be substituted with A.R. 8000 by the Engineer.



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15-2 TEST METHODS AND REPORTS

15-2.1 Materials shall be tested in accordance with "City Standard Specifications" , as well as those supplementary test methods required by the Director of Public Works.

15-2.2 A soil classification survey (Unified Soil Classification System) shall be performed at appropriate intervals in the street areas of subdivisions to determine the areas with similar soils.
A limited number of soils tests shall be made, as required, prior to pavement design. Tests for pavement design shall not be done until rough grading has been completed to within one foot of final finish surface grade, nor until it is assured that the soils sampled are representative of those at the final grade.

15-2.3 The test report shall include the results of sampling and testing, work sheets for the subgrade strength tests, a plan showing material limits and areas represented by a given subgrade strength test and specific recommendations derived from the test data given. Any other test data not required but which will have an effect on the recommendations shall be included.

15-2.4 During construction a sufficient number of tests shall be made to assure that the quality of construction and component materials is equal to that required by specification. These specified requirements include, but are not limited to , fill densities and supporting qualities, subgrade and base quality and compaction, and asphalt concrete quality and compaction.
When treated soil or aggregate is used, a quality control plan must be submitted and approved by the City of Oxnard.

15-2.5 Though materials may be tested for conformity to specification while stockpiled, final acceptance of these materials **will be** subject to their conformity to specification requirements when in final position on the work.

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PLATE **9**

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20 GENERAL STREET LIGHTING, TRAFFIC SIGNALS, TRANSIT.

20-1 STREET LIGHTING GUIDELINES

<u>TYPE STREET</u>	<u>LIGHTING</u>
Local Residential	5800 Lumen High Pressure Sodium Vapor (HPSV) one side at 180 to 240 foot spacing.
Heavily - Traveled Collector street	9500 Lumen HPSV one side at 180 to 240 foot spacing
Thoroughfare	9500 Lumen HPSV in median at 180 - 240 foot spacing on staggered sides of pole except at intersections or along high pedestrian traffic areas where two lights per pole shall be placed. Where no median 9500 Lumen HPSV on one side at 180 to 240 foot spacing.

20-2 TRAFFIC SIGNALS

Caltrans standard plans and specifications are made a part of plans with following special provisions :

1. Conduits shall be rigid metallic. Min cover 36" over buried conduits.
2. Pedestrian signals shall be type A.
3. Detector loop wire shall be type I. Lead in cable shall be type B.
4. Luminaires shall be 200 WHPSV (Watts High Pressure Sodium Vapor), cutoff type.
5. Internally illuminated street name signs shall be double-faced, type A.
6. At least one telephone drop must be provided to each isolated signal or each interconnected system. Signal interconnect conduit to be installed along all arterial highways.



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7. Electrical service enclosure shall be type III BF.
8. Concrete pullboxes shall be used.
9. Splices shall be Insulated by Method B. Conductors # 8AWG or larger shall be spliced by use of "C" shaped compression connectors.
10. Type 170 signal controller equipment in type 332 cabinet (anodized aluminum) modified to provide 2 serial ports on 170 unit and 412/64 program module configured with 27-256 EPROM with 8K RAM and 4K zero power RAM.
11. Signal head reflectors shall be ALZAK.
12. Back plates shall be metallic . Signal heads may be plastic.

20-3

TRANSIT FACILITIES

Where required , bus pullouts shall be designed per Plate 200&201. When only a bus pad is required the pavement section shall be designed for T.I. = 10.5
The dimensions of the pad shall be 60 feet x 10 feet unless otherwise directed.

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40

GENERAL SEWER SYSTEM DESIGN GOALS AND ACCEPTABLE PROCEDURES

40-1

GENERAL REQUIREMENTS

The design and construction of sanitary sewers in the City of Oxnard shall be in accordance with good engineering practice. The work shall comply with these design goals except where specific modifications have been approved by the Public Works Director in writing. The Director shall decide all questions of interpretation of "Good Engineering Practice". All work on sewers and sewer service laterals outside of City right - of - way or sewer easements will be governed by the provisions of the Uniform Plumbing Code. Where City requirements and standards are more restrictive than U.P.C., the City requirements shall govern. Where purveyor's requirements are more restrictive than these standards, the purveyor's requirements shall govern.

40-2

SPECIFIC REQUIREMENTS

40-2.1

VELOCITY :

The velocity of flow (averaged over the wetted cross-section) for sanitary sewers flowing part-full or full should be between 2.0 f.p.s. and 10.0 f.p.s. The most commonly used formula is Manning's , which is :

$$V = \frac{1.486}{n} R^{2/3} S^{1/2} \quad \text{in f.p.s.}$$

Where n is roughness coefficient (see sect. 40-4)

R is hydraulic radius

S is energy gradient . For open channels, uniform flow condition it is equal to invert slope.

Discharge $Q = V A$ in c.f.s.

Where V = Velocity of flow in f.p.s.

A = Wetted cross-sectional area in sq.ft.

Also

$$Q \text{ g.p.m.} = (Q \text{ c.f.s.}) \times (448.83)$$

40-2.2

FLOW DEPTH

a) For pipe 10" or less in diameter :

Design pipe so that peak flow rate will be carried when pipe is flowing at one-half (1/2) depth. Discharge at one-half depth equals one-half discharge when full and velocity equals velocity when full.

b) For pipe 12" and larger in diameter :

Design pipe so that peak flow rate will be carried when pipe is flowing at two-third (2/3) depth. Discharge at 2/3 depth equals 3/4 discharge when full and velocity equals 1.16 times velocity when full.

In no case gravity sewer lines will be designed to flow full or pressurize the system.



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40-3 MINIMUM STREET SEWER SIZE

- 40-3.1 Minimum street sewer size shall be 8", except that 6" pipe may be used where all of the following conditions are met :
- (a) The minimum invert slope shall be 0.008.
 - (b) The length shall not exceed 200' with no possibility of future extension.
 - (c) No more than 10 house laterals contribute to the 6" diameter reach.
 - (d) Minimum cover of line shall be 5.0feet.

40-4 MINIMUM INVERT SLOPE :

Slope of sewer invert shall equal or exceed those set forth in the following table. For case of checking maximum flow capacity at these minimum slope is given for V.C.P. (n= 0.013) and P.V.C. (n=0.011) in c.f.s. and g.p.m.

TABLE - 1

PIPE DIAMETER	MINIMUM SEWER INVERT SLOPE	MAXIMUM FLOW CAPACITY IN c.f.s. (g.p.m.)	
		V.C.P.	P.V.C.
6"	0.0060	0.218 (97.7)	0.257 (115.5)
8"	0.0040	0.383 (171.8)	0.452 (203.0)
10"	0.0028	0.581 (260.6)	0.686 (308.0)
12"	0.0020	1.250 (561.0)	1.477 (663.0)
14"	0.0020	1.885 (846.2)	2.228 (1000.0)
15"	0.0016	2.027(909.8)	2.396 (1075.2)
16"	0.0016	2.408 (1080.6)	2.845 (1277.0)
18"	0.0016	3.296 (1479.4)	3.895 (1748.4)
20"	0.0012	3.781 (1696.8)	4.468 (2005.3)
21"	0.0012	4.306 (1932.6)	5.089 (2284.0)
24"	0.0012	6.148 (2759.2)	7.265 (3260.9)
27"	0.0012	8.416 (3777.4)	9.946 (4464.1)
30"	0.0012	11.146(5002.7)	13.173 (5912.3)
33"	0.0012	14.372(6450.4)	16.985 (7623.2)
36"	0.0012	18.125 (8135.0)	21.420 (9614.0)



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Substandard slopes below the minimum slopes listed in table -I may be used in order to avoid pumping only upon specific approval of the City Engineer . Such approval should be solicited well in advance of completion of design.

41

DESIGN CRITERIA

41-1

AVERAGE SEWAGE FLOW RATES

The average flow rate shall be determined by the developer's Engineer based on good engineering practice . Sewage flows shall be determined from the potential land use of the tributary area. Average sewage flow rates were developed for various land use and anticipated population density and given in term of G.P.M./Acre The currently accepted values are given in Table on Plate 44 These flow rates should be used for new development and determining effects of future land use per general plan. Acreage in table is gross acreage including roads , yards, parking , etc. For estimating the sewage flows for specific land use the flow rate value given in Table on Plate 43.

41-2

PEAK SEWAGE FLOW RATES

The rates between peak flow to average flow shall be determined by using following information

41-2.1

For average flow up to 1 C.F.S.

$$(\text{Peak flow , c.f.s.}) = 2.0 \times (\text{Average flow , c.f.s.})^{0.822}$$

41-2.2

For average flow greater than 1 C.F.S.

$$\text{Peaking factor} = 2.0 \times (\text{Average flow, c.f.s.})^{0.1}$$

The graphical representation of above equations is given on plate 45 . This should be used in designing sewer system in the City of Oxnard.

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PLATE 42

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AVERAGE SEWAGE FLOW RATES

<u>TYPE OF DEVELOPMENT</u>			<u>GALLONS/PERSON/DAY</u>	
Airport			15	per employee
			4	per passenger
Factories....	No showers .....	.....	20	per employee
	With showers .....	.....	30	per employee
	Cafeteria - Add industrial waste and BOD load			
Offices .....	.....	.....	20	per employee
Stores (Not including food & laundry waste)	100			per 1000 Sq.Ft. space
			400	per toilet
(Per shift) .....	.....	.....	15	per employee
Laundries (Coin operated) .....	.....	.....	300	per machine
Per customer....	.....	.....	50	per wash
Service Station .....	.....	.....	1000	for first bay
	.....	.....	500	for each additional
	.....	.....	10	per car served
Swimming Pools .....	.....	.....	10	per employee
	.....	.....	4	per swimmer
With hot water.....	.....	.....	8	per swimmer
Theaters.....	.....	.....	5	per seat
Drive in .....	.....	.....	5	per space
Assembly & Dance Halls....	.....	.....	2	per seat or customer
Church - Small .....	.....	.....	4	per seat
Large & with kitchen .....	.....	.....	6	per seat
Bowling Alleys - Pool Parlors .....	.....	.....	75	per lane or table
Country Clubs .....	.....	.....	75	per member
Add .....	.....	.....	25	per non-member
Camps - Resort (Limited Plumbing)....	.....	.....	50	per person
(Luxury)...	.....	.....	120	per person
Youth & Recreation .....	.....	.....	50	per camper
Tent Campground (toilets only)	.....	.....	25	per camper
Central stations w/showers..	.....	.....	35	per camper
Vacation cottages..	.....	.....	200	per cottage
Picnic Parks (toilets only)...	.....	.....	10	per person
(w/bath house & flush toilets)	.....	.....	15	per person
Camper & Travel Trailers				
Without hook up..	.....	.....	50	per space
w/water and sewer hook up...	.....	.....	120	per space
Camps - Summer and Seasonal			50	per person
Construction			50	per person
Day Camps no meal served			20	per person

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STANDARD PLAN

PLATE 43

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AVERAGE SEWAGE FLOW RATES

<u>TYPE OF DEVELOPMENT</u>		<u>GALLONS/PERSON/DAY</u>
Mobil Home Parks (Average)		180 per space
(Delux) ..	.....	225 per space
Overnight & Travel Trailer	.....	150 per space
Restaurants - Cafeterias..	.....	15 per employee
Add Kitchen Waste..	.....	7 per meal served
Add Garbage Grinder	.....	1 per meal served
Toilet & Kitchen Waste	.....	10 per customer
Day time Operation	.....	70 per seat space
24-hr. Operation...	.....	100 per seat space
Curb Service	.....	50 per car
With Tavern, add...	.....	2 per customer
Schools and Colleges		
Staff and Office...	.....	20 per person
Elementry students.	.....	15 per student
Intermediate and High	.....	20 per student
Day Schools w/cafeteria only....	.....	15 per student
w/showers	.....	20 per student
Boarding school....	.....	80 per student
College Dormitories	.....	85 per student
Hospitals	.....	100 per bed
	.....	150 per patient & Staff
Institutions (Resident)	.....	100 per person
Nursing homes	.....	100 per person
Rest homes	.....	100 per person
Convalescent	.....	85 per bed
Hotel/Motels - No private bath	.....	100 per room (2 persons)
with Private bath	.....	150 per room (2 persons)
Apartment Buildings:		
Bachelor or Single		
Dwelling units (Studio)	.....	100 per dwelling unit
1 bedroom dwelling unit	.....	150 per dwelling unit
2 bedroom dwelling unit		200 per dwelling unit
3 bedroom dwelling unit		250 per dwelling unit



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STANDARD PLAN

PLATE 43

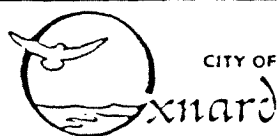
SHEET 2 OF 2

SEWAGE GENERATION FACTOR AND LAND USE

BASED ON CURRENT PLANNING DESIGNATION

SYMBOL	LAND USE DESCRIPTION	ASSUMED UNIT/ AC.	FLOW RATE		
			GPM / AC.	GPD / AC.	GPD/ UNIT
R1	SINGLE FAMILY RESIDENTIAL	4.0	0.853	1,228.32	307.1
R2	DUPLEX (MULTI FAMILY RESIDENTIAL)	11.2	1.751	2,521.44	225.2
R3	GARDEN APTS. (TRI & QUADPLEX)	20.0	3.143	4,525.92	226.3
R4	HIGH RISE RESIDENTIAL	38.3	6.000	8,640.00	225.6
RPD	RESIDENTIAL PLANNED DEVELOPMENT	11.2	1.751	2,521.44	225.2
MHP	MOBIL HOME PARK	4.0	----	612.00	153.0
		ASSUMED T.S.F./AC.			GPD/ T.S.F.
CO	COMMERCIAL OFFICE	10.0	2.083	3,000.00	300.0
C1	NEIGHBORHOOD COMMERCIAL	13.6	1.042	1,500.00	110.0
C2	GENERAL COMMERCIAL	19.8	1.042	1,500.00	76.0
C3	HEAVY COMMERCIAL	10.0	4.167	6,000.00	600.0
CB	CENTRAL BUSINESS DISTRICT	10.0	3.125	4,500.00	450.0
CPD	COMMERCIAL PLANNED DEVELOPMENT	11.0	2.083	3,000.00	300.0
TP	TRAILER PARK	13.0	1.391	2,003.00	153.0
M1	LIGHT MANUFACTURING	11.75	2.244	3,232.00	275.0
M2	HEAVY MANUFACTURING	19.38	2.065	2,974.00	153.5
M3	HEAVY MANUFACTURING AND GROUP HOUSING	19.38	2.065	2,974.00	153.5
MPD	MANUFACTURING PLANNED DEVELOPMENT	19.38	2.065	2,974.00	153.5
CR	COMMUNITY RESERVE	---	0.449	646.60	----
AO	AGRICULTURAL - OIL DRILLING	---	0.449	646.60	----

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CHKD. Jay Patel

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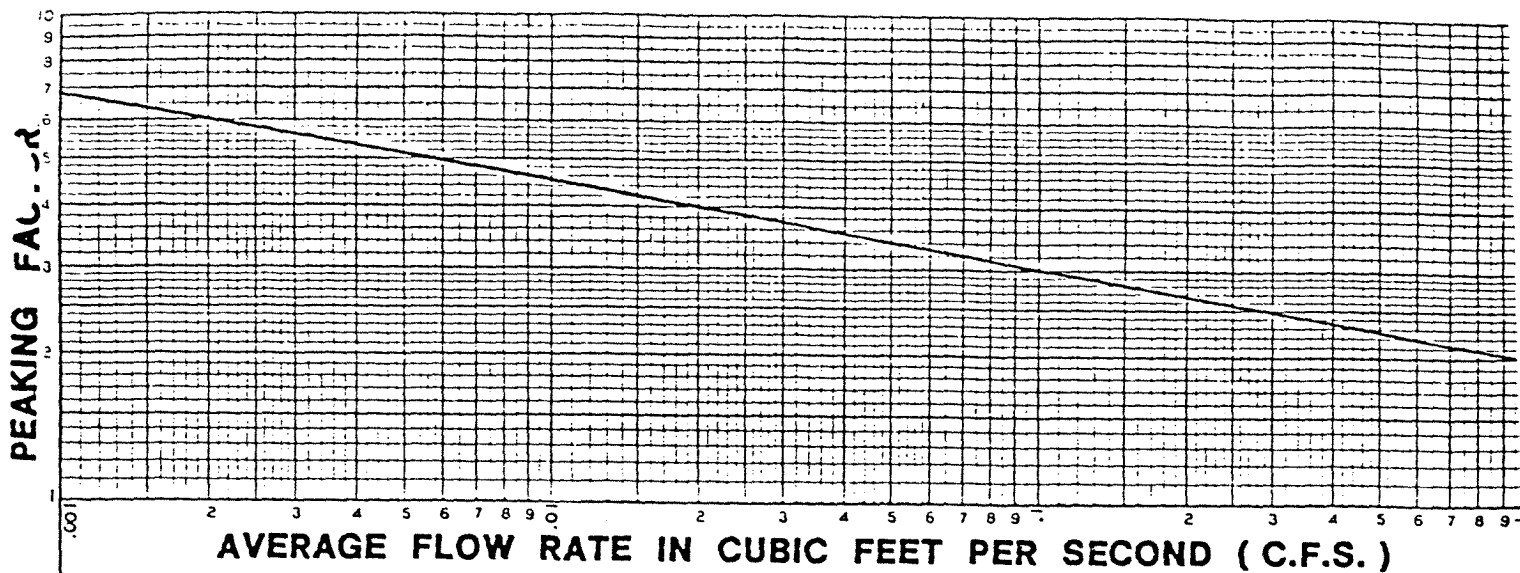
Public Works Department

Benjamin J. Wong

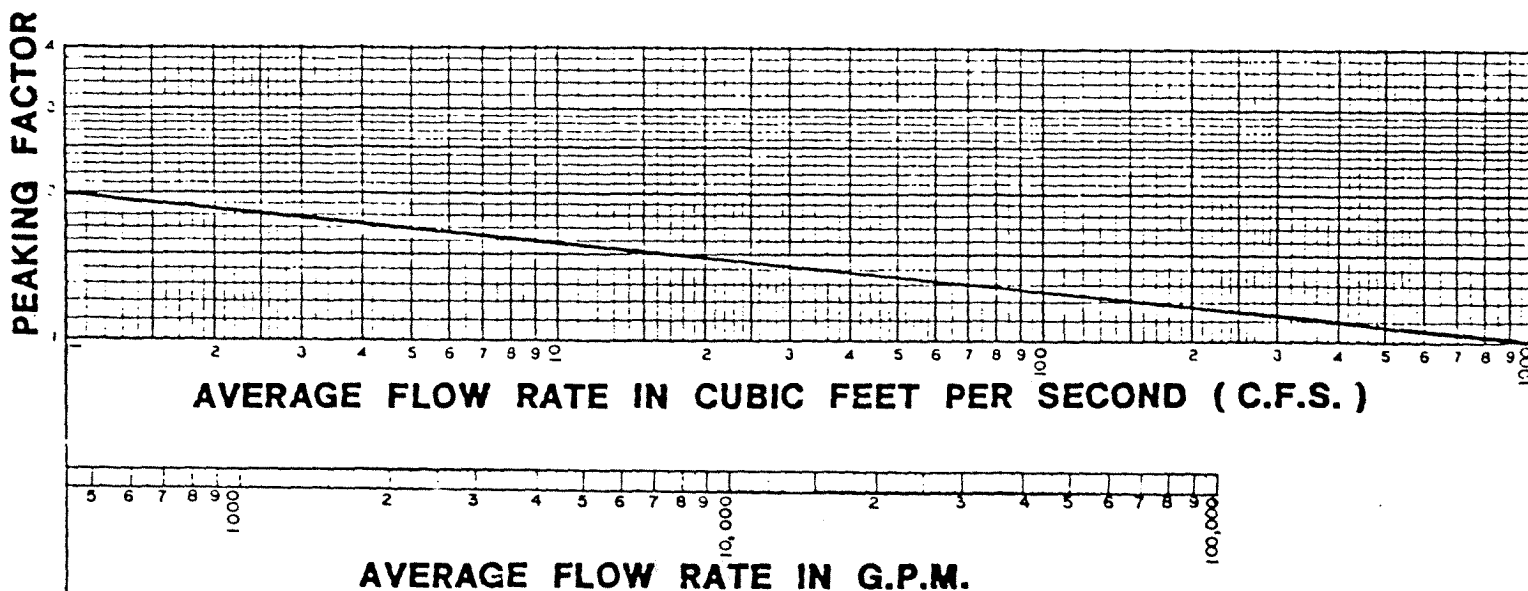
STANDARD PLAN

PLATE 44

SHEET 1 OF 1



A. FOR AVERAGE FLOW UP TO 1.0 C.F.S.



B. FOR AVERAGE FLOW GREATER THAN 1.0 C.F.S.

 CITY OF Exeter	GENERAL REQUIREMENTS - SEWER		STANDARD PLAN
	DRAWN: SOHER	CKD: <i>Jay Patel</i>	APPR. BY: <i>Benjamin J. Wong</i>
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GENERAL REQUIREMENTS

42-1

SEWER CONNECTION PERMIT

No person shall connect any sewer system on private property, within or outside the City limits, to the City's Sewer System without first procuring a permit from the City of Oxnard to make such connection. Any person desiring to obtain such a permit shall submit to the City- Public Works Development section the following:

- 1) Completed application
- 2) Accurate estimate of quantity and quality of sewage flow to be discharged in the existing system.
- 3) Variation in sewage discharges on daily basis and seasonal basis.
- 4) Sewer connection fees as determined based on above facts.

42-2

ENCROACHMENT PERMIT

Oxnard City Code, Section 26, requires all persons to obtain an encroachment permit for all works within Public right-of-way within the City. Upon request by the contractor, the Public Works Department will issue the permit without charge on City project contracts.

42-3

PLANS AND CONSTRUCTION

Plans are required for the construction of main line sewers and service laterals. They shall conform to the City of Oxnard, Department of Public Works requirements. All design calcs. and field information pertaining to tie-in point shall be submitted for review and approval. All construction shall conform to the plans unless a change is approved in writing by the Public Works Director and noted on revision block.

42-4

- △ All sewers shall be videotaped in VHS. Tapes to be delivered to the inspector at the time of taping.

CITY INSPECTION

All new construction shall be subject to inspection by the City - Public Works inspectors. Major projects are required to pay for such inspection as required by the Public Works department. Therefore, keep your field changes to a minimum by putting more efforts in the design phase and resolving utility conflicts at early stage.

42-5

OVERSIZING AND EXTRA DEPTH

Oversizing and extra depth of certain tract sewers may be required where such sewers can logically serve an upstream tributary area.

42-6

PROTECTION OF ACTIVE SEWERS

When new sewer lines are to be connected to an existing manhole which is in active use, the designer shall call for such protections as is necessary to prevent construction debris from being washed into the active sewers. Plugged inlets or other suitable protection shall be called for in the active manhole before beginning manhole modifications or tract sewer cleaning.

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 7/17/89
 [Signature]

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[Signature]

STANDARD PLAN

PLATE 46

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43

SEWER LOCATION

43-1

STREETS AND ROADWAYS

Street sewer main shall be 5 feet north or west of and parallel to the centerline of undivided street (see plate 120).
In divided roadways, it shall be 10 feet north or west of and parallel to the centerline of the roadways (see plate 121)*.
Exception to these location requirements may be made only on approval of the Public Works Director.

* Sewer mains in public alleys shall be north or west of and parallel to centerline of the alleys per Plate 122.

43-2

EASEMENTS

43-2.1

Sewer easements shall be not less than 12 feet wide for 5' deep sewer line. The easement width shall be increased by one foot increment for every additional one foot depth . (i.e. for 10' deep sewer main , the easement width shall be 17' minimum).

43-2.2

Where easements follow common lot lines, the full easement width shall be on one lot, in such a manner that access to manholes will not be obstructed by walls, trees , or permanent improvements. Where this requirement can not be met without interfering with existing buildings, easements may straddle lot lines.

43-2.3

Deeds for easements shall provide for restrictions of permanent construction within easement to provide ingress and egress for maintenance.

43-3

FUTURE EXTENSIONS :

When an area outside the tract can be logically served by future extension of a tract sewer, the tract sewer shall extend to the tract boundary or to the end of a paved street or alley in a manner to facilitate the future extension without removing permanent facilities.

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GENERAL REQUIREMENTS - SEWER

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44

ALIGNMENT

44-1 Sewer mains shall be laid on a straight alignment and grade between manholes.

44-2 Minimum horizontal radius of curvature is as follows:

P.V.C. or V.C.P.	6" thru 12"	200' Radius
P.V.C. or V.C.P.	15" thru 24"	300' Radius
P.V.C. or V.C.P.	27" thru 36"	400' Radius
P.V.C. or V.C.P.	39" thru 42"	600' Radius

Minimum grade of horizontally curved sewer shall be at least same as straight sewers and preferably higher. Reverse curves are not permitted between manholes. All curved lines to be inspected by T.V. camera before acceptance by the City at Contractors expense.

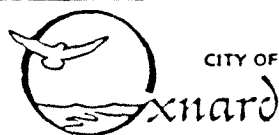
44-3 Vertical curves may be used in combination with horizontal curves where invert slopes exceed 1.0% throughout the reach between the manholes.

44-4 The arithmetic sum of all horizontal and vertical deflection in curved sewers between adjacent manholes shall not exceed 60°.

44-5 **WATER-SEWER SEPARATION**

State Department of Health Requirements shall be met for Water-Sewer separation. (See Section 49)

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CITY OF

Oxnard

GENERAL REQUIREMENTS - SEWER

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STANDARD PLAN

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45**DEPTH OF SEWERS**

45-1

BASIC REQUIREMENT

Sewers shall be installed at a depth which will provide suitable service to the properties connected and will allow subsequent installation of water lines in accordance with the Water Sewer Separation Ordinance with a minimum of special construction of the water lines other than joint spacing.

45-2

STANDARD DEPTHS

Compliance with Subsection 45-1 will usually be assured if :
The main sewer is located at a depth of 7' to top of pipe below the flow line of the existing or proposed gutter , or where no gutter exists , from the elevation of the outermost edge of the traveled way , and the house laterals are located either ,
(1) 6' to top of pipe below the ground surface at the property line, or
(2) at a depth below the ground surface at the property line that will provide for the construction of a straight run of private sewers at a slope of 0.02 from one foot below the surface at any point within the established building setback lines, excluding any areas steeper than 5 horizontally to one vertically , whichever depth is greater.

45-3

EXCEPTIONS

Designs not in accordance with Subsection 45-2 shall be submitted to the Engineer for approval together with evidence that it complies with subsection 45-1.

46**STRUCTURES**

46-1

MANHOLES

46-1.1

LOCATIONS

- a. Manholes shall be located at all abrupt changes in alignment or grade and at all junctions.
- b. Manholes shall be located at least every 350 feet along lines smaller than 12" in diameter. Spacing of manholes on lines 15" in diameter and larger will usually be at 400 feet but may be extended subject to the approval of the Engineer.
- c. The center of upper most (last) manhole for sewers on "Thru" streets shall be a minimum of 8 feet upgrade from the sewer lateral of the last lot served (laterals to be perpendicular to sewer main). Manholes at the end of cul-de-sac streets shall end (depending on available space) 10' to 15' before the curb face at the end of the street.

**GENERAL REQUIREMENTS - SEWER**

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46-1.2

DROP MANHOLES

Drop manholes shall be used wherever sewers enter manholes at more than 32 inches above the outlet elevation of the manhole. Vertical curves may be used to eliminate drop manholes in accordance with the requirements of section 44

46-1.3

DESIGN

Manholes shall be constructed generally in accordance with Plates 400, 408, 411 & 412.

Manhole designs, which, in the opinion of the Engineer, provide access to the sewers, a stable working platform and freedom from splash and turbulence, equivalent to or better than the design shown herein will be approved.

46-1.4

PROTECTION

Where new tract sewers are to be connected into a manhole which is in active use, the designer shall call for such protection as is necessary to prevent construction debris from being washed into the active sewers. Plugged inlets or other suitable protection shall be called for in the active manhole before beginning manhole modifications or tract sewer cleaning.

46-1.5

RIM ELEVATIONS

In paved areas, the manhole rim elevation shall match the finished grade. In other than paved areas or travelled ways, the height of the manhole rim will normally be 18" above the finished grade, high water mark, or above the top of future fill areas. In areas where the top of the manhole will need to be below the surface, such as fields that are being farmed, a water tight frame and cover will be required. The elevations shown for the tops of manholes on the design plans shall not relieve the contractor from making final adjustments to match street surfaces.

46-2

CLEANOUTS

46-2.1

REQUIREMENTS

Dead end sewers not over 200 feet in length shall terminate in standard manholes or cleanouts. Dead ends over 200 feet long shall terminate in standard manholes unless future extension of said dead end will include a manhole within 350 feet of the upper most manhole, in which case a temporary cleanout is permitted. Where dead ends are on a slope of 0.01 or greater, the length for use of a cleanout may be extended to 275 feet.

46-2.2

LOCATION

End structures shall be located Five (5) feet up grade from the down grade lot line of the last lot served unless greater length is necessary to serve the property. Cleanouts at the end of cul-de-sac streets shall end 10' to 15' (depending on available space) before the curb face at the end of the street.

46-2.3

DESIGN

Cleanouts shall be constructed generally in accordance with Plate 407.



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46-3 SERVICE LATERALS

46-3.1 REQUIREMENTS

Wherever it is known or can be reasonably assumed that a building sewer connection is required, a service lateral shall be shown on the plans and installed a minimum of 5' inside the property line as a part of the street sewer construction, prior to paving. Service laterals shall be installed whenever possible during construction of the sewer main using prefabricated fittings. All laterals shall be perpendicular to the sewer main, with the exception in cul-de-sac area and knuckle area. Sewer laterals shall not be located within driveways.

46-3.2 SIZE

Service laterals for single dwellings and small single stores or offices shall be 4" or larger provided the plumbing Code does not require the building sewer to be larger than 4". All other service laterals shall be 6" or larger and at least equal to the size of the building sewer.

46-3.3 DEPTH

Service laterals shall be at the minimum depths herein provided and in addition such depth shall be sufficient to provide a connection to any point on the lot within the established building setback lines (excluding any area steeper than 5 horizontally to one vertically) with a cover of one foot and a slope on not less than 0.02. Any exception to this requirement may be made only upon approval by the Director of Public Works.

46-3.4 FUTURE CONNECTIONS

Unused openings shall be tightly sealed and supported in a manner to facilitate their future location and use. Developer's engineer shall select appropriate service lateral locations and shall instruct contractor to locate laterals according to the design elevations and locations.

46-3.5

Sewers shall be designed to preclude the backflow of sewage into laterals except when this is economically infeasible. Backflow of sewage into laterals may occur in any building that has waste receiving inlets which are lower than the rim elevation of the next upstream manhole or other structure providing hydraulic relief. While the Plumbing Code provides for the customer to install check valves under certain conditions, the conditions stated do not cover all possibilities of backflow and check valves frequently fail to operate properly. Causes of sewer stoppage include the introduction of foreign objects into manholes, the buildup of grease in the sewer crown at locations where hydraulic jumps occur, high flow rates due to ground or surface water entering the sewer, difficulties while balling sewers, and undersized sewers.

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46-3.6 CONNECTION TO CESSPOOLS OR SEPTIC TANKS
A person shall not connect or cause to be connected any cesspool seepage pit or septic tank to any main line sewer or to any service lateral leading thereto .

46-3.7 CURB MARKINGS
The location of all sewer service laterals shall be marked on the curb at completion of construction .

46-3.8 LATERAL ABANDONMENT
An inspection fee , of the amount approved by City Council , shall be collected and a written permit shall be issued. A public works inspector shall inspect the exposed sewer lateral to see that it has been plugged or capped to insure that any future infiltration shall be eliminated . The inspector shall determine whether the on-site lateral shall remain intact or be crushed in place or removed .

47 STRUCTURAL

47-1 ROADS
All structures and pipe placed under public roads shall be of sufficient strength to support with (an adequate factor of safety) the backfill , road surfacing and H-2O truck loading with impact.

47-2 OTHER PIPES AND STRUCTURES
Sewers under other pipes and structures shall be protected from damage and shall be constructed so as not to endanger the other pipe or structure . Minimum clearance between outside of pipes or between pipes and other structures is 6" unless approved by the Engineer.

47-3 FLEXIBLE JOINTS
Flexible joints which will allow for differential settlements or other movement of sewer pipe , sewer structures , adjacent pipe and adjacent structures shall be provided where sewer lines enter encasements , manholes or other structures. Flexible joints shall be within 4 feet of such structures.

47-4 STEEP GRADES
Sewers laid on grades steeper than 10%, which are not under pavements, shall be anchored in place and protected from erosion in a manner approved by the Engineer.

48 FORCE MAINS AND LIFT STATIONS

48-1 REQUIREMENTS
All sewage shall reach the system by gravity flow, in a fresh condition susceptible to conventional sewage treatment processes. Where extreme hardship conditions prevail, and a substantial area cannot be sewered by gravity sewers in accordance with these requirements, a sewage pumping station may be installed. No pumping facilities shall be incorporated in sewer plans without approval of the Engineer.

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48-2

LIFT STATIONS DESIGN

Lift stations, where allowed, shall be of the dry-pit type incorporating the following features :

- a) Pumps or other devices shall be provided in duplicate, arranged for positive priming .
- b) Capacity shall be provided to handle ultimate peak flow from the tributary area with the largest pump out of service. Stage installation of pumps is allowed providing space is provided for future installations.
- c) Access shall be provided to site for removal and repair of equipment .
- d) A means for dewatering force mains shall be provided.
- e) An overflow to natural channel or storm drain shall be provided or an alternate method of protection approved by the Engineer.
- f) The lift station shall not be in CITY road right of way except with permission from the Engineer.

48-3

FORCE MAIN DESIGN

Force mains need not comply with the requirements for gravity sewers. Force mains shall be designed in accordance with good engineering practice.

49

WATER - SEWER SEPARATION - HEALTH REQUIREMENTS

See plate 53 sheet 2 thru 10.

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 CITY OF Oxnard	GENERAL REQUIREMENTS - SEWER		STANDARD PLAN
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CRITERIA FOR THE SEPARATION
OF WATER MAINS AND SANITARY SEWERS

A. PUBLIC HEALTH CONSIDERATIONS

Waterborne disease outbreaks attributed to the entry of sewage-contaminated groundwater into the distribution systems of public water supplies continue to be a problem in the United States. A community with its buried water mains in close proximity to sanitary sewers is vulnerable to waterborne disease outbreaks.

Sanitary sewers frequently leak and saturate the surrounding soil with sewage. This is caused primarily by structural failure of the sewer line, improperly constructed joints, and subsidence or upheaval of the soil encasing the conduit. A serious public health hazard exists when the water mains are depressurized and no pressure or negative pressures occur. The hazard is further compounded when, in the course of installing or repairing a water main, existing sewer lines are broken. Sewage spills into the excavation and, hence, enters into the water itself. Additionally, if a water main fails in close proximity to a sewer line, the resultant failure may disturb the bedding of the sewer line and cause it to fail. In the event of an earthquake or man-made disaster, simultaneous failure of both conduits often occurs.

The water supplier is responsible for the quality of the water delivered to consumers and must take all practical steps to minimize the hazard of sewage contamination to the public water supply. Protection of the quality of the water in the public water system is best achieved by the barrier provided by the physical separation of the water mains and sewer lines.

The document sets forth the construction criteria for the installation of water mains and sewer lines to prevent contamination of the public water supplies from nearby sanitary sewers.

B. BASIC SEPARATION STANDARDS

The "California Waterworks Standards" set forth the minimum separation requirements for water mains and sewer lines. These Standards, contained in Section 64630, Title 22, California Administrative Code, specify:

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- (a)
- (b)
- (c) (1) Parallel Construction: The horizontal distance between pressure water mains and sewer lines shall be at least 10 feet.
- (2) Perpendicular Construction (Crossing): Pressure water mains shall be at least one foot above sanitary sewer lines where these lines must cross.
- (d) Separation distances specified in (c) shall be measured from the nearest edges of the facilities.
- (e) (2) Common Trench: Water mains and sewer lines must not be installed in the same trench.

C. EXCEPTIONS TO BASIC SEPARATION STANDARDS

Local conditions, such as available space, limited slope, existing structures, etc., may create a situation where there is no alternative but to install water mains or sewer lines at a distance less than that required by the Basic Separation Standards. In such cases, alternative construction criteria as specified in Section B should be followed, subject to the special provisions in Section D.

Water mains and sewers of 24 inches diameter or greater may create special hazards because of the large volumes of flow. Therefore, installations of water mains and sewer lines 24 inches diameter or larger should be reviewed and approved by the health agency prior to construction.

D. SPECIAL PROVISIONS

1. The Basic Separation Standards are applicable under normal conditions for sewage collection lines and water distribution mains. More stringent requirements may be necessary if conditions, such as, higher groundwater exist.
2. Sewer lines shall not be installed within 25 feet horizontally of a low head (5 psi or less pressure) water main.
3. New water mains and sewers shall be pressure tested where the conduits are located ten feet apart or less.

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4. In the installation of water mains or sewer lines, measures should be taken to prevent or minimize disturbances of the existing line. Disturbance of the supporting base of this line could eventually result in failure of this existing pipeline.
5. Special consideration shall be given to the selection of pipe materials if corrosive conditions are likely to exist. These conditions may be due to soil type and/or the nature of the fluid conveyed in the conduit, such as septic sewage which produces corrosive hydrogen sulfide.
6. Sewer Force Mains
 - a. Sewer force mains shall not be installed within ten feet (horizontally) of a water main.
 - b. When a sewer force main must cross a water line, the crossing should be as close as practical to the perpendicular. The sewer force main should be at least one foot below the water line.
 - c. When a new sewer force main crosses under an existing water main, all portions of the sewer force main within ten feet (horizontally) of the water main shall be enclosed in a continuous sleeve.
 - d. When a new water main crosses over an existing sewer force main, the water main shall be constructed of pipe materials with a minimum rated working pressure of 200 psi or equivalent pressure rating.

E. ALTERNATE CRITERIA FOR CONSTRUCTION

The construction criteria for sewer lines or water mains where the Basic Separation Standards cannot be attained are shown in Figures 1 and 2. There are two situations encountered:

Case 1 -- New sewer line -- new or existing water main.

Case 2 -- New water main -- existing sewer line.

For Case 1, the alternate construction criteria apply to the sewer line.

For Case 2, the alternate construction criteria may apply to either or both the water main and sewer line.



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GENERAL REQUIREMENTS - SEWER

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PLATE 53

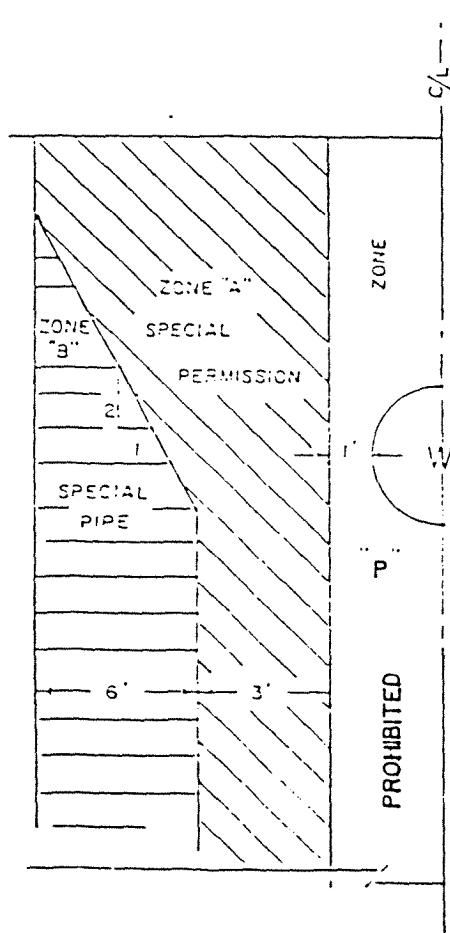
SHEET 4 OF 10

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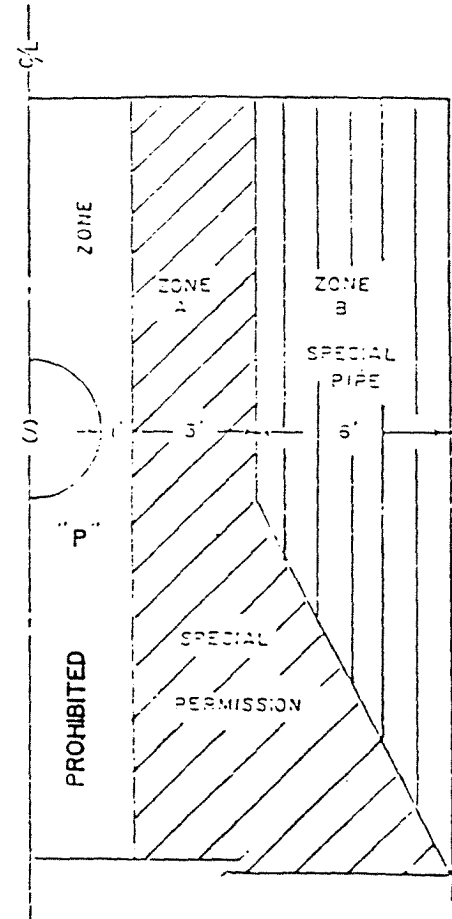
The construction criteria should apply to the house laterals that cross above a pressure water main but not to those house laterals that cross below a pressure water main.

FIGURE 1

PARALLEL CONSTRUCTION



CASE 1
NEW SEWER



CASE 2
NEW WATER MAIN

NOTE :

ZONES IDENTICAL ON EITHER SIDE OF CENTER LINES.

ZONES "P" IS A PROHIBITED ZONE SECTION 64630 (E) (2) CALIFORNIA ADMINISTRATIVE CODE , TITLE 22.



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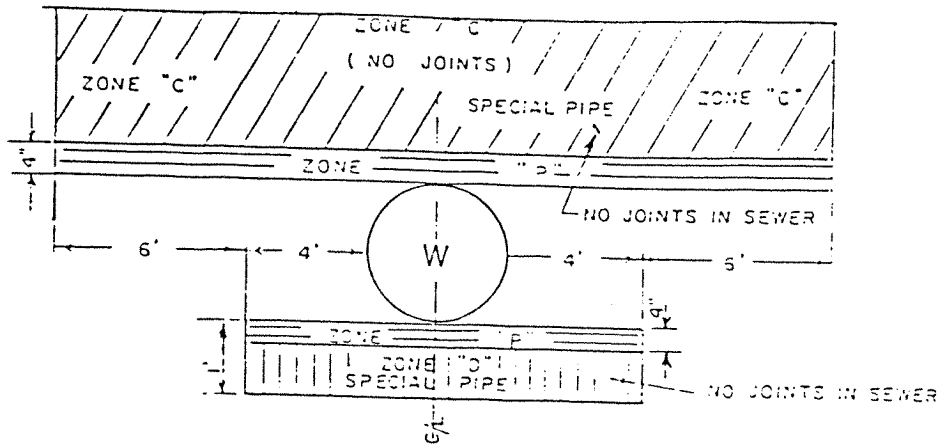
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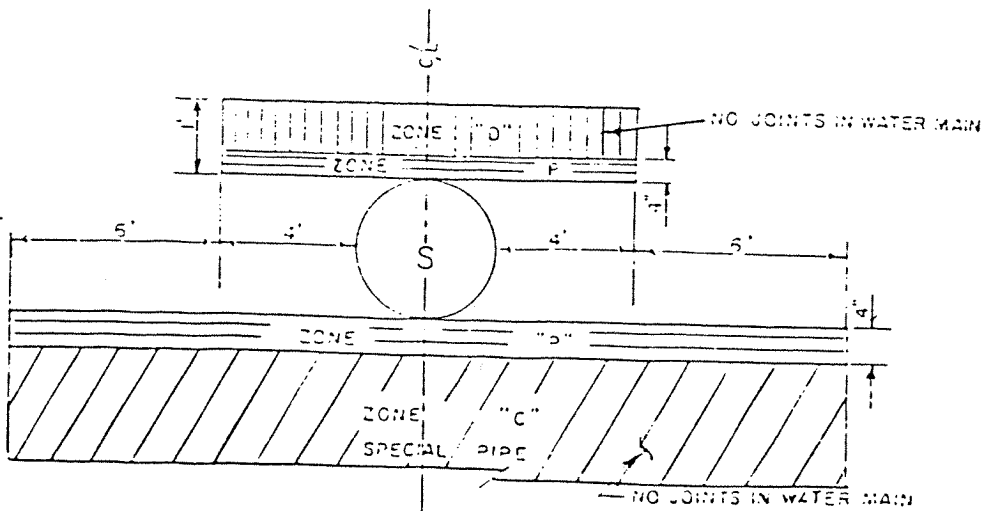
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FIGURE 2
CROSSINGS



CASE 1
NEW SEWER

NOTE
"B" IS A PROHIBITED
CONSTRUCTION ZONE.



CASE 2

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PLATE 53

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Case 1: New Sewer Being Installed (Figures 1 and 2)

Zone Special Construction Required for Sewer

- A Sewer lines parallel to water mains shall not be permitted in this zone without approval from the responsible health agency and water supplier.
- B A sewer line placed parallel to a water line shall be constructed of:
1. Extra strength vitrified clay pipe with compression joints.
 2. Class 4000, Type II, asbestos-cement pipe with rubber basket joints.
 3. Rubber gasketed pressure rated plastic pipe (per ASTM 2241), class rated plastic water pipe (per AWWA C900) or equivalent.
 4. Plastic sewer pipe with fused joints (per ASTM D3034) or equivalent.
 5. Cast or ductile iron pipe with compression joints.
 6. Reinforced concrete pressure pipe with compression joints (per AWWA C302-74).
- C A sewer line crossing a water main shall be constructed of:
1. Ductile iron pipe with hot dip bituminous coating and mechanical joints.
 2. A continuous section of Class 200 (DR 14 per AWWA C900) plastic pipe or equivalent, centered over the pipe being crossing.
 3. A continuous section of reinforced concrete pressure pipe (per AWWA C302-74) centered over the pipe being crossed.
 4. Any sewer pipe within a continuous sleeve.
- D A sewer line crossing a water main shall be constructed of:
1. A continuous section of ductile iron pipe with hot dip bituminous coating.



CITY OF

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GENERAL REQUIREMENTS - SEWER

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2. A continuous section of Class 200 (DR 14 per AWWA C900) plastic pipe or equivalent, centered on the pipe being crossed.
3. A continuous section of reinforced concrete pressure pipe (per AWWA C302-74) centered on the pipe being crossed.
4. Any sewer pipe within a continuous sleeve.
5. Any sewer pipe separated by a ten-foot by ten-foot, four-inch-thick reinforced concrete slab.

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Case 2: New Water Mains Being Installed (Figures 1 and 2)

Zone

- A No water mains parallel to sewers shall be constructed without approval from the health agency.
- B If the sewer paralleling the water main does not meet the Case 1, Zone B, requirements, the water main shall be constructed of:
1. Ductile iron pipe with hot dip bituminous coating.
 2. Dipped and wrapped one-fourth-inch-thick welded steel pipe.
 3. Class 200, Type II, asbestos-cement pressure pipe.
 4. Class 200 pressure rated plastic water pipe (DR 14 per AWWA C900) or equivalent.
 5. Reinforced concrete pressure pipe, steel cylinder type, per AWWA (C300-74 or C301-79 or C303-70).
- C If the sewer crossing the water main does not meet the Case 1, Zone C, requirements, the water main shall have no joints in Zone C and be constructed of:
1. Ductile iron pipe with hot dip bituminous coating.
 2. Dipped and wrapped one-fourth-inch-thick welded steel pipe.
 3. Class 200 pressure rated plastic water pipe (DR 14 per AWWA C900) or equivalent.
 4. Reinforced concrete pressure pipe, steel cylinder type, per AWWA (C300-74 or C301-79 or C303-70).
- D If the sewer crossing the water main does not meet the requirements for Zone D, Case 1, the water main shall have no joints within four feet from either side of the sewer and shall be constructed of:
1. Ductile iron pipe with hot dip butuminous coating.
 2. Dipped and wrapped one-fourth-inch-thick welded steel pipe.
 3. Class 200 pressure rated plastic water pipe (DR 14 per AWWA C900) or equivalent.



CITY OF

GENERAL REQUIREMENTS - SEWER

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STANDARD PLAN

PLATE 53

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4. Reinforced concrete pressure pipe, steel cylinder type, per AWWA (C300-74 or C301-79 or C303-70).

NOTES AND DEFINITIONS

1. HEALTH AGENCY -- The Department of Health Services. For those water systems supplying fewer than 200 service connections, the local health officer shall act for the Department of Health Services.
2. WATER SUPPLIER -- "Person operating a public water system" or "supplier of water" means any person who owns or operates a public water system.
3. LOW HEAD WATER MAIN -- Any water main which has a pressure of five psi or less at any time at any point in the main.
4. Dimensions are from outside of water main to outside of sewer line or manhole.
5. COMPRESSION JOINT -- A push-on joint that seals by means of the compression of a rubber ring or gasket between the pipe and a bell or coupling.
6. MECHANICAL JOINTS -- Bolted joints.
7. RATED WORKING WATER PRESSURE OR PRESSURE CLASS -- A pipe classification system based upon internal working pressure of the fluid in the pipe, type of pipe material, and the thickness of the pipe wall.
8. FUSED JOINT -- The jointing of sections of pipe using thermal or chemical bonding processes.
9. SLEEVE -- A protective tube of steel with a wall thickness of not less than one-fourth inch into which a pipe is inserted.
10. GROUND WATER -- Subsurface water found in the saturation zone.
11. HOUSE LATERAL -- A sewer connecting the building drain and the main sewer line.

 CITY OF xnard	GENERAL REQUIREMENTS - SEWER		STANDARD PLAN
	DRAWN: SOHER CKD. Jay Patel	APPR. BY Benjamin Y. Wong	PLATE 53
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50

GENERAL DRAINAGE DESIGN GOALS AND ACCEPTABLE PROCEDURES

The following general drainage design criteria are applied to the development design to assure consistent performance meeting the requirements of drainage standards.

- 50-1 All development will be required to accept the storm runoff from the upstream tributary watershed, and convey it, with the additional runoff, generated from said development, to the nearest watercourse.
When required, new facilities within the development will be sized to accept runoff from a fully developed watershed. In addition, the development will be required to upgrade or provide adequate facilities to convey the existing Q₁₀ from the existing watershed together with the additional runoff from the development, through the development and to the nearest watercourse.
- 50-2 Ditches, channels, drains, road improvements and all other storm water carrying facilities shall be designed and constructed to the standards established by the Public Works Department, generally at 10%- storm for roads, and 2% - storm for red-line channels.
- 50-3 Ventura County Flood Control District standards shall be observed for all facilities within this jurisdiction, and the approval of the District shall be obtained on all improvement plans for such facilities.
- 50-4 Storm water acceptance deeds must be obtained whenever diversion or concentration of waters is involved.
- 50-5 Overland flow shall be intercepted at the boundaries and conveyed through or around said development.
- 50-6 Manholes will generally be required (for access for inspection and maintenance) at angle points greater than 10 degrees, at junctions, at intervals not exceeding 400 feet, at locations where the conduit changes in size, and points where an abrupt flattening or steepening of the grade occurs.
- 50-7 Drainage calculations, signed or sealed by a registered civil engineer in California, shall be clearly and completely presented, and that there be a clear determination that design standards have been met.
- 50-8 The Cook's Method shall be used in Hydrology calculations on City's street and drainage facilities.
- 50-9 15' wide access road shall be provided for all open channel and ditches. The surface of access road shall be paved with 4 inches agg. base and oil penetration treatment.



CITY OF

Oxnard

GENERAL REQUIREMENTS - DRAINAGE

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STANDARD PLAN

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51

STREET DRAINAGE CRITERIA

- 51-1 Street cross-sections are not to be designed for use as a substitute for storm drains in conveying drainage water from offsite area to disposal channels.
They may be used to convey water originating from the street and from adjoining lots or unimproved areas, providing that vehicle and pedestrian use of the streets is not unreasonably restricted.
Flow from unimproved areas shall have facilities to remove debris and/or silt from the flow before entering the street.
- 51-2 The storm runoff to be used in calculating the capacity of street drainage facilities will be Q_{10} providing the adjacent lot pads shall not be flooded by the storm runoff from Q_{50} .
Wherever the road forms a sump, the drainage facilities at this location shall be designed for Q_{50} in such a manner that the water level will not encroach on building pads even at times of plugging of the facilities.
Drainage facilities in sumps may be designed for Q_{10} only if it is constructed with an overflow channel(s) for excess flow approved by the city.
- 51-3 In computing design capacity of the street, a provision of A.C. overlay of 0.10 feet thickness over the entire travelled and parking lanes should be made. This will provide the capacity which represents the actual condition subsequent to the overlay.
- 51-4 To prevent undue hazard, restriction, and interference with vehicular and pedestrian traffic on local, collector and arterial streets, the Q_{10} runoff shall be conveyed in the following manner :
- 51-4.1 RESIDENTIAL STREET (PLATE 100), LOCAL COMMERCIAL / INDUSTRIAL STREET (PLATE 101) INCLUDING SERVICE ROAD AND ALLEY.
Flow shall be contained between curb faces. Cross-gutter will be allowed only on these streets and service roads and where the traffic would normally stop.
- 51-4.2 COLLECTOR COMMERCIAL / INDUSTRIAL STREET (PLATE 101)
Shall be designed to maintain 24 feet of pavement nearest the centerline of the travelled way free of longitudinally flowing drainage water. No cross-gutter will be allowed on collector streets.
- 51-4.3 LOCAL AND SECONDARY ARTERIALS
Shall be designed to maintain 14 feet of pavement in each direction free of longitudinal flowing drainage water. No cross-gutter will be allowed on local and secondary arterials.
- 51-4.4 PRIMARY ARTERIALS
Shall be designed to maintain 26 feet of pavement in each direction free of longitudinal flowing drainage water. No cross-gutter will be allowed on primary arterials.



CITY OF

San Bernardino

GENERAL REQUIREMENTS - DRAINAGE

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- 51-5 Where the design storm runoff exceeds the permitted hydraulic capacity of the street section, the design storm runoff must be removed from the street and conveyed in an underground storm drain to a drain outlet or natural watercourse. Minimum size of drain shall be 18 inches in diameter.
- 51-6 When in the opinion of the City a serious silt or debris deposition on the streets or property will result, the debris hazard shall be eliminated by providing a debris basin, outlet works and/or trash rack as directed by the City.
- 51-7 For design plans, hydraulic grade lines shall be at least 8" below the furnished grade over underground conduits and at least 12" below the top of bank for open channels. Freeboard of $0.5' + 0.1 \times \text{flow depth}$ for open channels will be required.
- 51-8 For all drainage facilities located outside of Ventura County Flood Control District's jurisdiction, the quantity of Q_{10} shall be based on the Cook's Method and latest VCFCF isohyetal and soil maps issued by the District.
- 51-9 Capacity of all inlets shall be based on the design runoff. At public school sites, catch basins shall be located at the near or far street gutter to collect the storm flow prior to the pedestrian walk.
Catch basins shall be located prior to pedestrian cross-walk in the urban, commercial, or industrial street system.
Side opening inlets are preferable in urban areas in order to minimize hazard to pedestrians and bicycle riders from grate basins and debris unsightliness.
- 51-10 Deviations from the street drainage criteria may be made only upon the approval of the Public Works Director subsequent to the review and approval of sufficient supporting data furnished by the person requesting the deviations, or upon approval of the City Council.

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 CITY OF Oxnard	GENERAL REQUIREMENTS - DRAINAGE		STANDARD PLAN
	DRAWN: SOHER CKD: <i>Jay Patel</i> Public Works Department	APPR. BY <i>Boujamen Y. Wong</i>	PLATE 56 SHEET OF

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MODIFIED RATIONAL FORMULA - COOK'S METHOD

52-1

BACKGROUND

This method was adopted for use for the hydrologic design of City drainage facilities in the City of Oxnard on March, 1977.

The method was originally prepared for use in Ventura County. It was adapted by the County from a similar presentation for nationwide use published in the U.S. Navy Manual, "Soil Conservation - NAVDOCKS TP -Pw- 5". The presentation was originally prepared by the U.S. Soil Conservation Service.

The method takes into account the drainage area, relief and surface storage of the area, type of soil, extent of vegetal cover, shape of the watershed, rainfall intensity to be expected, and the frequency of occurrence.

The adapted method was verified by the County by comparing the computed runoffs with the available runoff data and was found to give reasonable results. The City has analytically compared this method with other known methods and found it to yield relatively reasonable answers.

52-2

REFERENCE COUNTY MAPS

The following County maps shall be used with this method :

- 1) "Hydrologic Soil-Type Map" - Ventura County Flood Control District's Hydrology Manual, August, 1966, Figures 5,6,&7.
- 2) "Isohyetal Map - 24 Hour Rainfall with probable 50-Year Frequency", Ventura County Flood Control District, March, 1966, Dwg. No. D-3-3d.

52-3

ASSUMPTIONS

On the basis that a) the City of Oxnard area consists primarily of type B soil and flat terrain, b) the average 24-hour 50-year frequency rainfall is six (6) inches, and c) the effect of the differences in vegetal cover between various types of residential development, as well as between commercial and industrial developments, is minor, the following simplifying assumptions may be made in using this method:

- 1) Rainfall-intensity correction factor of 123% may be used throughout the City.
- 2) The types of development may be grouped into three (3) major categories with the corresponding "C" factor shown.

TYPE OF DEVELOPMENT

Undeveloped

Residential

Commercial & Industrial

• Depends on soil-type

"C"- FACTORS

40 - 45*

60

70

52-4

LIMITATIONS

This method shall be used only in the hydrologic design of City facilities with watershed area of not larger than 100 acres. (Ventura County Flood Control District's hydrology method shall be used in all District's facilities).



CITY OF

Oxnard

GENERAL REQUIREMENTS - DRAINAGE

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CKD.

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STANDARD PLAN

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52-5

COMPUTATION PROCEDURE

(Refer to computation form and appropriate charts & graphs)

- 1) Delineate and measure the drainage area in acres.
- 2) Measure travel length , L , in feet.
- 3) Compute average width of watershed in feet.
- 4) Compute length to width ratio and determine the shape correction factor from the given chart.
- 5) Determine soil type from hydrologic soils map, vegetal cover from field observation , relief and surface storage from topographic map and/or field observation, as required.
- 6) Compute "C" factor from given chart.
- 7) Using computed "C" factor and measured drainage area obtain the uncorrected Q_{10} from the graph.
- 8) Multiply the Q_{10} in item (7) by both the shape correction and rainfall intensity correction factor to obtain corrected Q_{10} peak runoff.
- 9) For other frequencies , multiply the corrected Q_{10} by the appropriate frequency correction factor from the chart.

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CITY OF

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GENERAL REQUIREMENTS - DRAINAGE

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CKD.

Jay Patel

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Benjamin Y. Wong

STANDARD PLAN

PLATE 58

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Public Works Department

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MODIFIED COOKS - HYDROLOGIC CALCULATIONS

Project _____ Job No. _____ Sheet _____ Of _____

Watershed _____ Designed _____ Date _____

Concentration Point _____ Checked _____ Date _____

Watershed Constants :

Drainage Area _____ Acres

Length _____ feet Fall _____ feet Slope _____ %

Width = $\frac{\text{Area} \times 43560}{\text{Length}}$ = _____ feet $\frac{\text{Length}}{\text{Width}}$ = _____ Shape Correc. Factor = _____

Soil Type _____ RI-Correc. Factor _____

Computation of "C"

<u>Type of Development</u>	<u>"C" Factor</u>	<u>Present</u>	<u>Future</u>
Undeveloped	40-45	_____	_____
Residential	60	_____	_____
Commercial & Industrial	70	_____	_____

Composite "C" FactorRunoff : Q from curve = _____ $\times \frac{L}{W}$ Factor _____ $\times$ RI-Corr. Factor _____

<u>Frequency</u>	<u>Frequency Factor</u>	<u>Q</u>
20%	65%	_____ cfs
10%	100%	_____ cfs
4%	135%	_____ cfs
2%	170%	_____ cfs
1%	200%	_____ cfs

**GENERAL REQUIREMENTS - DRAINAGE**

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CKD.

Jay Patel

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Public Works Department

Benjamin J. Wong

STANDARD PLAN

PLATE 59

SHEET OF

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MODIFIED RATIONAL FORMULA**" C " FACTORS***

ITEMS	RUNOFF PRODUCING CHARACTERISTICS			
RELIEF	40 Steep, slopes exceed 30%	30 Hilly, slopes 10% to 30%	20 Rolling, slopes 5% to 10%	10 Flat, slopes 0 to 5%
SURFACE STORAGE	20 Negligible, surface depressions few and shallow. Drainageways steep & small, no ponds or marshes.	15 Low, well defined system of small drainageways, no ponds or marshes.	10 Normal, considerable surface depression storage, lakes and ponds less than 2% of drainage area.	5 High, surface depression storage high, drainage system not sharply defined.
SOIL	20 Rock or thin soil mantle. Negligible infiltration capacity.	15 Clay or other soil of low infiltration capacity.	10 Normal, deep permeable soils.	5 High, sands, loamy sands & other loose open soils.
SCS CLASS	D	C	B	A
VEGETAL COVER	20 No effective soil cover, bare or very sparse cover.	15 Clean cultivated crops or poor natural cover, less than 10% of drainage area under good cover.	10 50% of drainage area in good grassland or woodland, 50% of area in clean cultivated crops.	5 About 90% of drainage area in good grassland woodland or equivalent cover.

" C " FACTOR
(FOR CITY OF OXNARD)

C = 40 - 45
C = 60
C = 70

FOR UNDEVELOPED
FOR RESIDENTIAL
FOR COMMERCIAL AND INDUSTRIAL

NOTE:

In hydrologic Calculations, use values of "C" given in lower table.
Use of values of "C" given in upper table have to be approved by the City Engineer.



CITY OF

Oxnard

GENERAL REQUIREMENTS - DRAINAGE

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STANDARD PLAN

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FREQUENCY FACTORS - %

RETURN FREQUENCY	RETURN PERIOD	FACTOR
50%	2	25
20%	5	65
10%	10	100
4%	25	135
2%	50	170
1%	100	200
0.1%	1,000	400

RAINFALL INTENSITY CORRECTION FACTOR

OXNARD AREA = 123%

SHAPE CORRECTION FACTORS - %

AREA L/W	0.01 S.M.	0.1 S.M.	1 S.M.	10 S.M.	100 S.M.	1,000 S.M.
1	115	125	132	141	154	172
1.5	112	115	119	124	131	141
2	108	110	110	113	117	122
3	100	100	100	100	100	100
4	98	95	94	91	89	86
5 or greater	95	91	88	85	82	78

1 S.M. = 1 Square Mile = 640 Acres

Just for information only

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GENERAL REQUIREMENTS - DRAINAGE

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CHKD: Jay Patel

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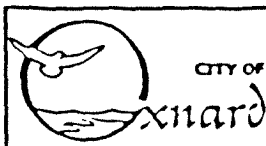
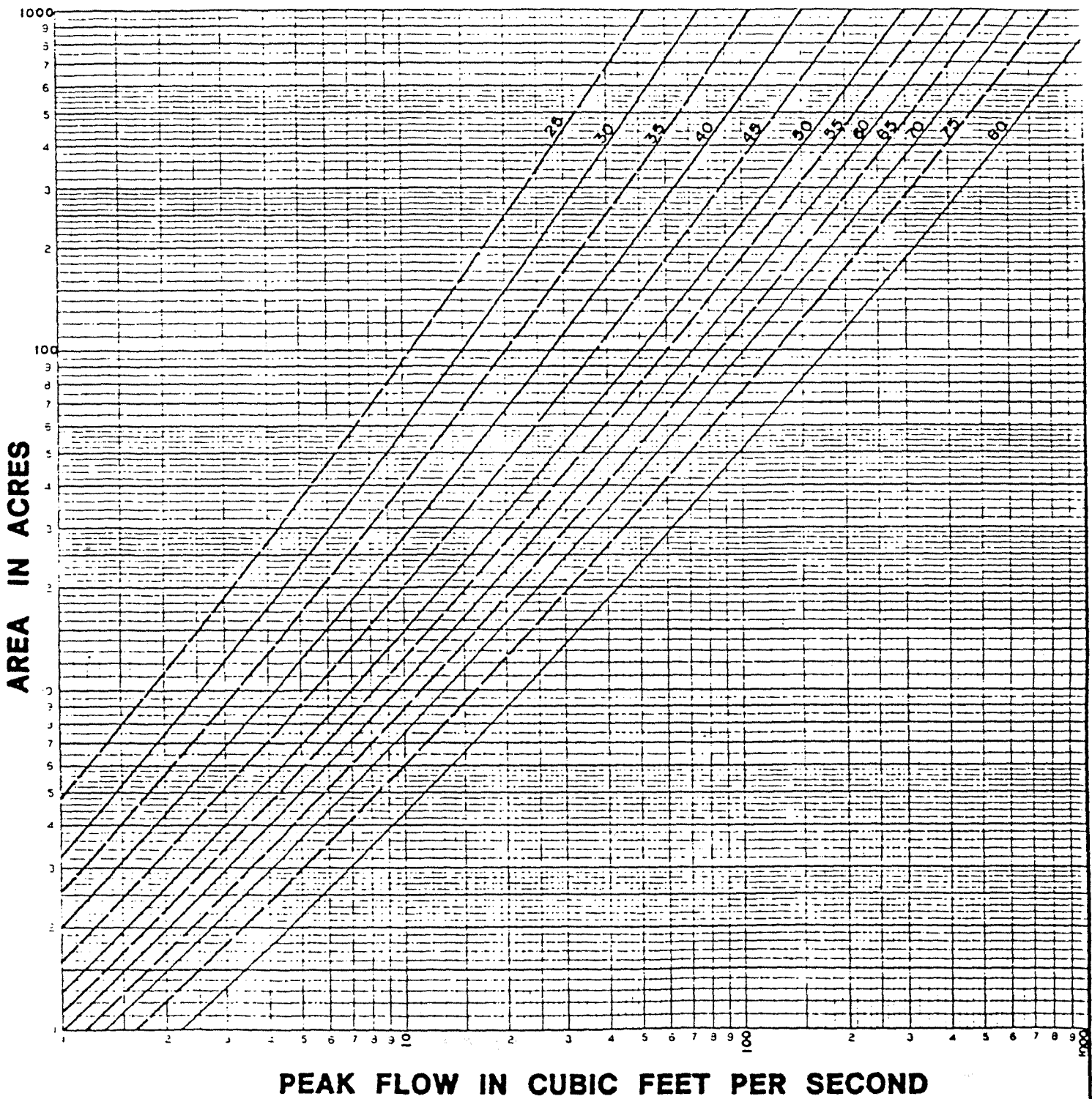
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STANDARD PLAN

PLATE 61

SHEET OF



GENERAL REQUIREMENTS - DRAINAGE

DRAWN: SOHER CKD. *Gay Patel*

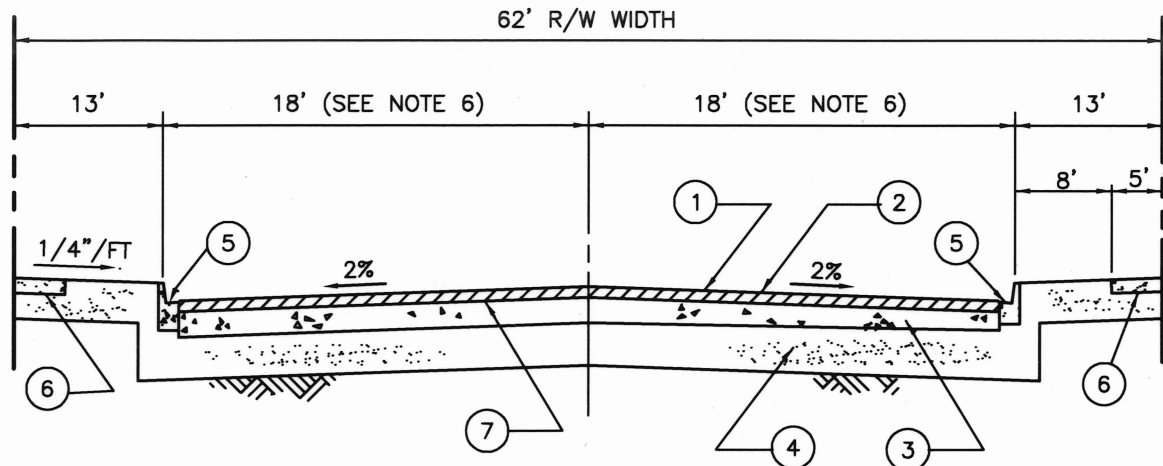
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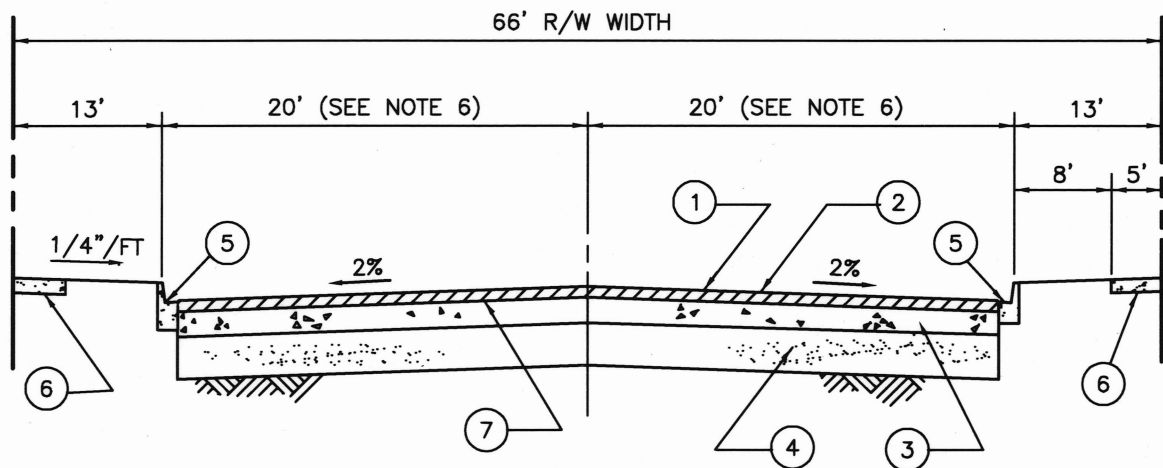
STANDARD PLAN
PLATE 62
SHEET OF

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REV.	APPR. BY	DATE
	Lou B.	9/6/07



MINOR RESIDENTIAL STREET



RESIDENTIAL COLLECTOR

- ①. FOG SEAL: SS-1H; RATE=0.10 GAL/SY. ALSO SEE SECTION 203-3 OF S.S.P.W.C.
- ⚠ ②. ASPHALT CONCRETE: BASE COURSE-TYPE III, B2-PG 64-10; MIN., 1 3/4" THICK. FINISH COURSE-TYPE III, C2-PG 64-10; MIN., 1 1/4" THICK. TOTAL THICKNESS 3" MINIMUM, ACTUAL THICKNESS PER SOILS ANALYSIS (SEE NOTES)
- ③. CAB, CMB, CL2, OR RECYCLED PMB WITH CL2 GRADATION: MIN. 4" THICK; ACTUAL THICKNESS AS DETERMINED BY SOILS ANALYSIS. SEE BELOW FOR REQUIRED TRAFFIC INDEX. MINIMUM 95% RELATIVE COMPACTION (SEE NOTES)
- ④. ZONE OF SUBGRADE: MIN. 12" THICK; MIN. 95% RELATIVE COMPACTION.
- ⑤. CONC. C & G: TYPE "A2-6" PER PLATE 111.
- ⑥. CONC. SIDEWALK: MIN. 4" THICK AND 5' WIDE PER PLATE 112 OR AS SHOWN ON APPROVED IMPROVEMENT PLANS.
- ⑦. PRIME COAT: SC-70; RATE=0.20 TO 0.40 GAL/SQ. YD. ALSO SEE SECTION 302-5.3 OF S.S.P.W.C. (REQUIREMENT FOR PRIME COAT MAY BE WAIVED BY CITY ENGINEER BASED ON FIELD CONDITIONS)



RESIDENTIAL STREET

STANDARD PLAN
2002

DRAWN: STAFF CKD.: STAFF

Department of Public Works

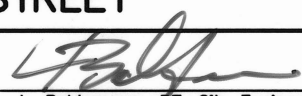
APPR. 
L. Balderrama, PE, City Engineer

PLATE 100

SHEET 1 OF 2

DESIGN CRITERIA

TRAFFIC INDEX DESIGN VALUE

ANTICIPATED BUS ROUTES	7.0
TRAFFIC INDEX > 151 LOTS SERVED	6.5
TRAFFIC INDEX 51 - 150 LOTS SERVED	6.0
TRAFFIC INDEX 21 - 50 LOTS SERVED	5.5
TRAFFIC INDEX < 21 LOTS SERVED	5.0

NOTES:

1. APPLY WEED KILLER AT ALL COLD JOINTS, BETWEEN ASPHALT AND GUTTER, AND BETWEEN CURB AND SIDEWALK. WEED KILLER SHOULD STOP 6' FROM DRIP LINE OF TREES.
2. IN NEW DEVELOPMENT, FINISH COURSE OF AC SHALL BE PLACED PRIOR TO ANY BUILDING OCCUPANCY.
3. ACTUAL ASPHALT AND BASE THICKNESSES TO BE DETERMINED BY SOILS ANALYSIS WITH MINIMUM THICKNESS AS NOTED.
4. SLURRY SEAL IN LIEU OF FOG SEAL MAY BE REQUIRED IF FINISH COURSE IS DAMAGED DURING CONSTRUCTION.
5. ALL STREET CUTS OCCURING AFTER FINISH COURSE PAVING SHALL BE REPAVED IN ACCORDANCE WITH PLATE 602 SHEET 3 OF 5 (NEWLY IMPROVED STREETS).
6. ADDITIONAL PAVEMENT WIDTH MAY BE REQUIRED AT INTERSECTIONS.
- 1 7. A.C. COMPACTION SHALL BE 96.5%.



RESIDENTIAL STREET

DRAWN: STAFF CKD.: STAFF

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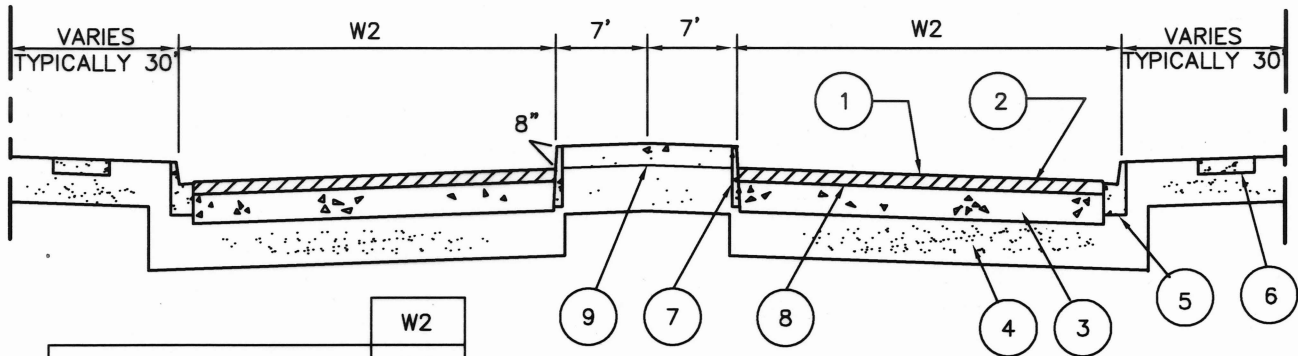
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L. Balderrama
L. Balderrama, PE, City Engineer

STANDARD PLAN
2002

PLATE 100

SHEET 2 OF 2



	W2
SECONDARY ARTERIAL	32'
PRIMARY ARTERIAL	42'

T.I. = 10.5 MINIMUM

- ① FOG SEAL: SS-1h; RATE = 0.10 GAL/SY ALSO SEE SECTION 203-3 OF S.S.P.W.C.
- ② ASPHALT CONC: MINIMUM 4" THICK, TYPE III B-2 PG 64-10 - 2 1/2" BASE COURSE AND TYPE III C2 PG 64-10 - 1 1/2" FINISH COURSE. ACTUAL THICKNESS PER SOILS ANALYSIS.
- ③ CAB, CMB, CLASS 2, OR PROCESSED PMB WITH CL2 GRADATION: MINIMUM 8" THICK; ACTUAL THICKNESS DETERMINED BY SOIL ANALYSIS FOR REQUIRED TRAFFIC INDEX MINIMUM 95% RELATIVE COMPACTION.
- ④ ZONE OF SUBGRADE: MINIMUM 12" THICK; MINIMUM 95% RELATIVE COMPACTION.
- ⑤ CONCRETE C & G: TYPE "A2-6" PER PLATE 111. 6" CURB ONLY
- ⑥ CONC. SIDEWALK: MINIMUM 4" THICK AND 5' WIDE PER PLATE 112 OR AS SHOWN ON APPROVED IMPROVEMENT PLANS.
- ⑦ MEDIAN CURB: TYPE "A1-8" PER PLATE 111, 8" CURB FACE UNLESS OTHERWISE SHOWN.
- ⑧ PRIME COAT : SC-70; RATE=0.20 TO 0.40 GAL/SQ. YD. ALSO SEE SECTION 302-5.3 OF S.S.P.W.C. (REQUIREMENT FOR PRIME COAT MAY BE WAIVED BY CITY ENGINEER BASED ON FIELD CONDITIONS).
- ⑨ MEDIAN: PROVIDE STAMPED CONCRETE IN ALL AREAS OF MEDIAN 6' (BACK OF CURB TO BACK OF CURB) WIDE OR LESS. PATTERN AND COLOR OF STAMPED CONC. TO BE PER PLATE 128 UNLESS OTHERWISE APPROVED BY PARKS DEPARTMENT.
MEDIAN WIDER THAN 6' (BACK OF CURB TO BACK OF CURB) SHALL BE LANDSCAPED AND IRRIGATED PER PARK DEPARTMENT'S REQUIREMENTS. THEIR REVIEW AND APPROVAL IS MANDATORY.
STREET LIGHTING IN THE MEDIAN SHALL BE REVIEWED & APPROVED BY THE CITY TRAFFIC ENGINEER.
STREET NAME & OTHER TRAFFIC SIGNS SHALL BE AS REQUIRED BY THE TRAFFIC ENGINEER. REFERENCE: PLATE 203.
PROVIDE 4" SLEEVE FOR ALL IRRIGATION LINES UNDER CONCRETE OR BETWEEN MEDIANS.

NOTES:

1. APPLY WEED KILLER AT ALL COLD JOINTS, BETWEEN ASPHALT AND GUTTER, AND BETWEEN CURB AND SIDEWALK. WEED KILLER SHOULD STOP 6' FROM DRIP LINE OF TREES.
2. IN NEW DEVELOPMENT, FINISH COURSE OF AC SHALL BE PLACED PRIOR TO ANY BUILDING OCCUPANCY.
3. ACTUAL ASPHALT AND BASE THICKNESSES TO BE DETERMINED BY SOILS ANALYSIS WITH MINIMUM THICKNESS AS NOTED.
4. SLURRY SEAL IN LIEU OF FOG SEAL MAY BE REQUIRED IF FINISH COURSE IS DAMAGED DURING CONSTRUCTION.
5. ALL STREETS CUTS OCCURING AFTER CONSTRUCTION AFTER FINISH COURSE PAVING SHALL BE REPAVED IN ACCORDANCE WITH PLATE 602 SHEET 3 OF 3 (NEWLY IMPROVED STREETS)
6. ADDITIONAL PAVEMENT WIDTH MAY BE REQUIRED AT INTERSECTIONS.
- ① 7. A.C COMPACTION SHALL BE 96.5%.



CITY OF

ARTERIAL ROADWAY

STANDARD PLAN
2002

DRAWN: STAFF

CKD.: STAFF

Department of Public Works

APPR:

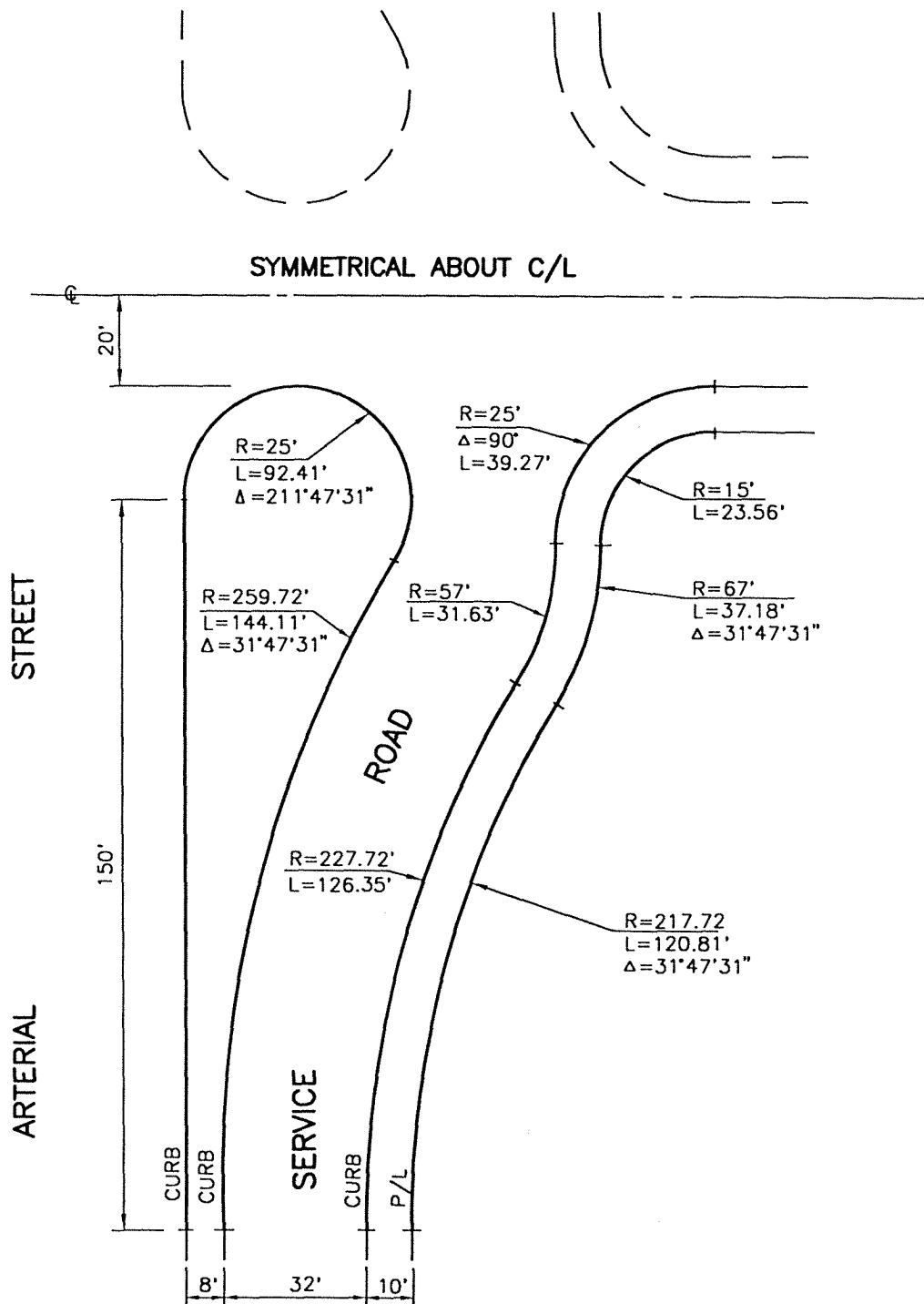
Lou B. Babin 9-12-07
DATE

PLATE 102

SHEET 1 OF 1

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NOT FOR NEW DEVELOPMENT
ONLY FOR IMPROVING EXISTING CONNECTIONS



CITY OF

RESIDENTIAL SERVICE ROAD BULB CONNECTION

STANDARD PLAN
2002

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CKD.: STAFF **LB**

Department of Public Works

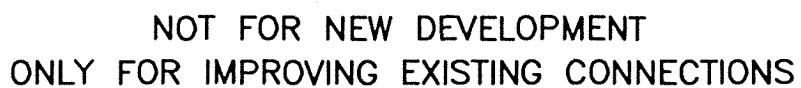
APPR.

Granville M. Bowman
Granville M. Bowman

PLATE 104

SHEET 1 OF 1

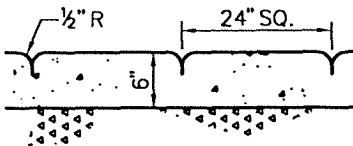
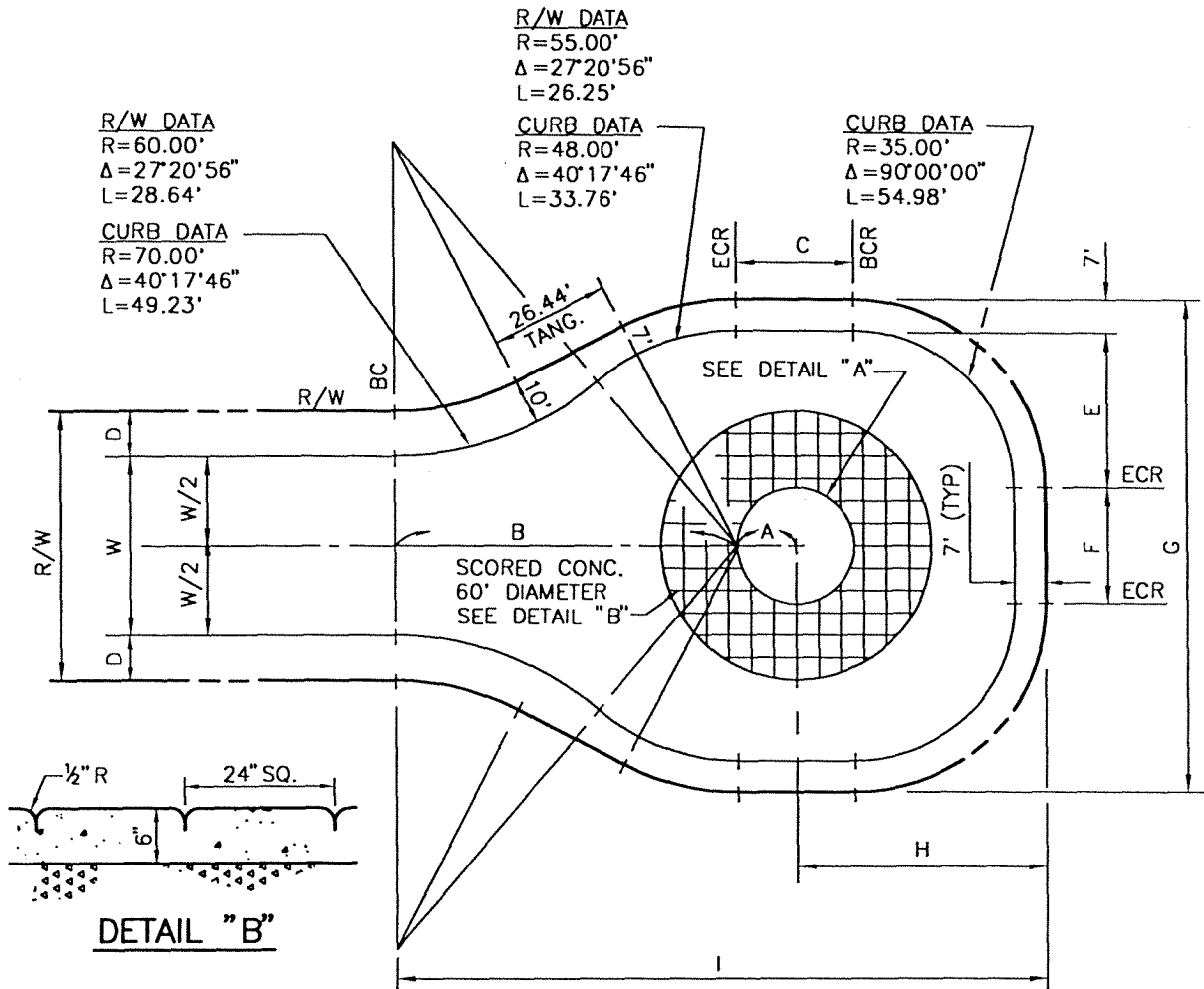
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REV.	APPR.	BY	DATE

REV.	APPR.	BY	DATE

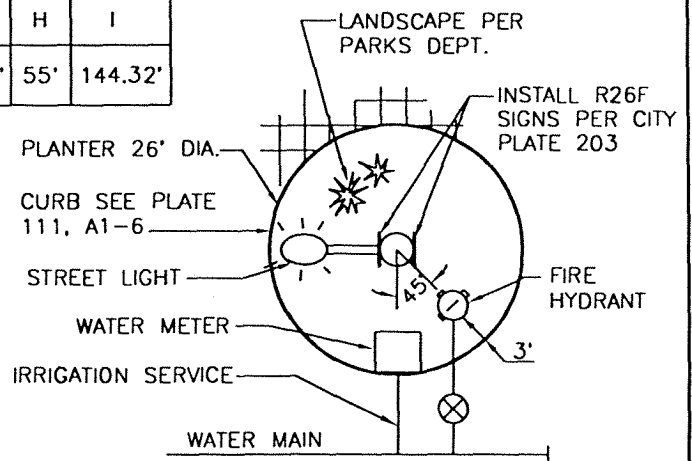


DETAIL "B"

R/W	W/2	W	A	B	C	D	E	F	G	H	I
60'	20'	40'	13'	76.32'	26'	10'	35'	26'	110'	55'	144.32'

NOTES:

1. APPLY WEED KILLER AT ALL COLD JOINTS, BETWEEN ASPHALT & CURB AND CURB & SIDEWALK.
2. SIDEWALK AT ALL DRIVEWAYS MUST MEET DISABLED ACCESS REQUIREMENT OF 2% MAX. CROSSFALL.



DETAIL "A"



CITY OF

RESIDENTIAL CUL-DE-SAC PADDLE TYPE

STANDARD PLAN
2002

DRAWN: STAFF

CKD.: STAFF *LB*

Department of Public Works

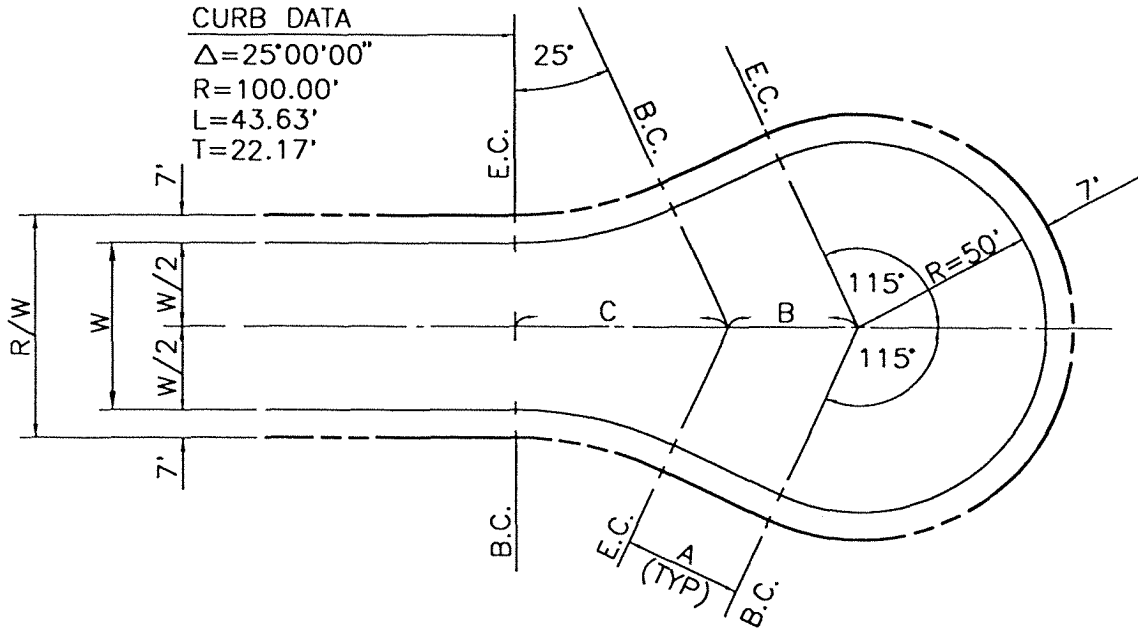
APPR.

Granville M. Bowman
Granville M. Bowman

PLATE 107

SHEET 1 OF 1

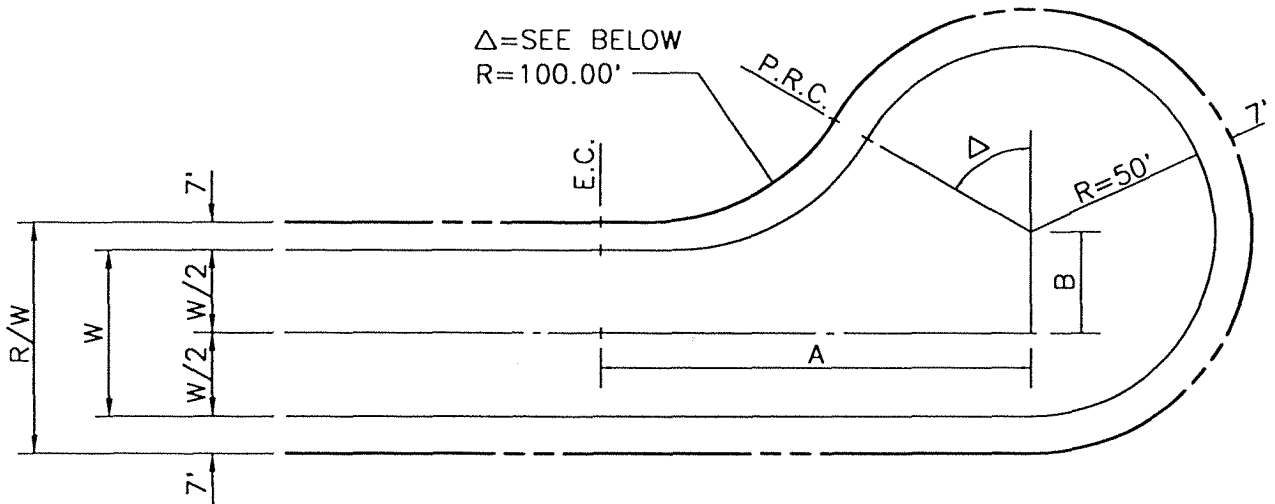
REV.	APPR.	BY	DATE



(a) SYMMETRICAL

R/W	W	W/2	A	B	C
60'	46'	23'	30.63'	33.80'	57.36'
80'	66'	33'	6.98'	7.7'	62.02'

REV.	APPR.	BY	DATE



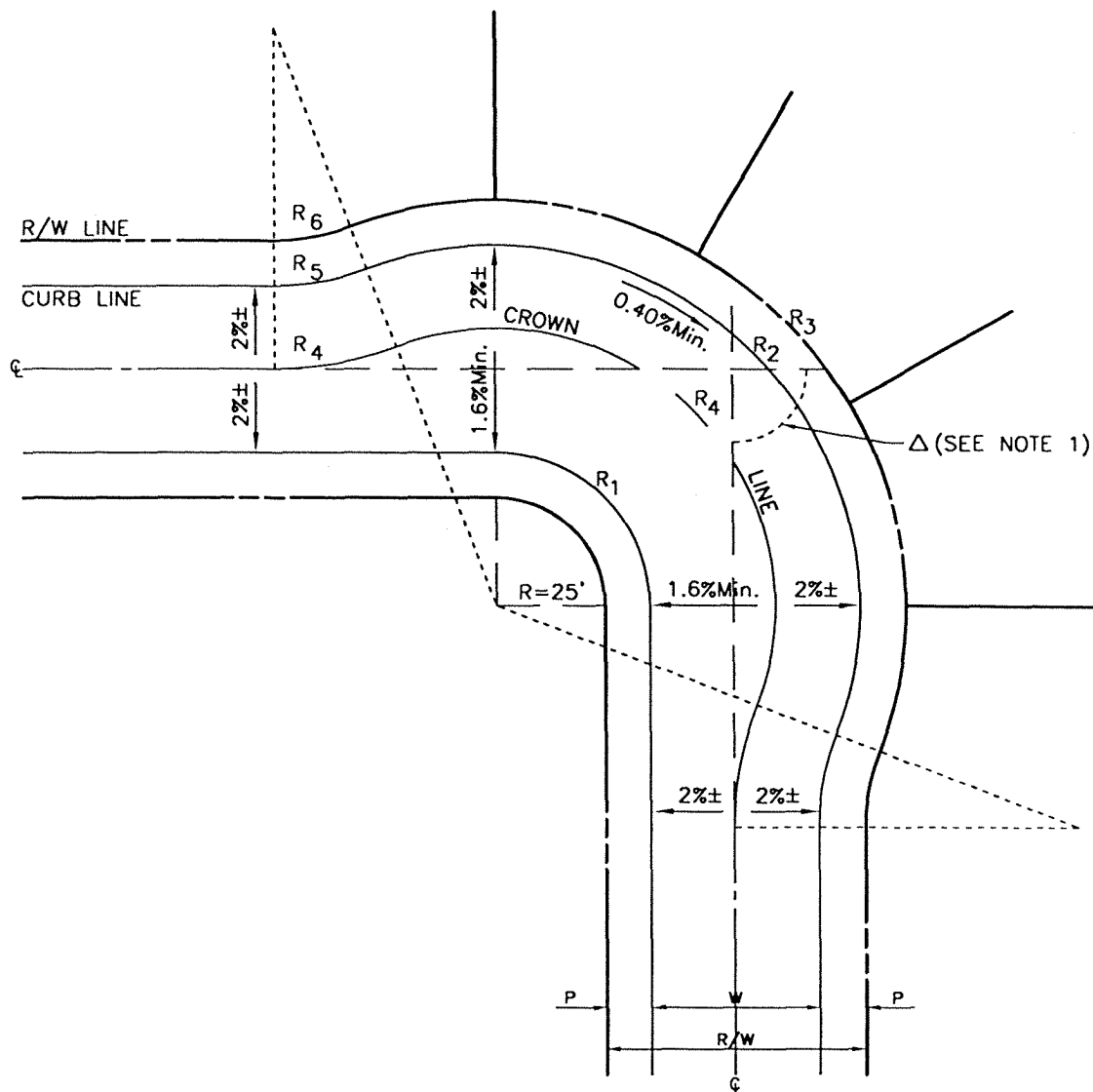
(b) UNSYMMETRICAL

R/W	W	W/2	A	B	Δ
60'	46'	23'	115.26'	27'	50°12'29"
80'	66'	33'	101.98'	23'	42°50'00"

	CITY OF Oxnard		INDUSTRIAL CUL-DE-SAC		STANDARD PLAN 2002
	DRAWN: STAFF		CKD.: STAFF <i>LB</i>		PLATE 108 SHEET 1 OF 1
	Department of Public Works		APPR. <i>Granville M. Bowman</i> Granville M. Bowman		

REV.	APPR.	BY	DATE

REV.	APPR.	BY	DATE



NOTE:

1. When Δ is less than 72° a smooth curve with a minimum radius conforming with the standards for the particular geometric section shall be used.
2. Sidewalk at all driveways must meet disabled access requirement of 2% max. crossfall.

R/W	W	R ₁	R ₂	R ₃	R ₄	R ₅	R ₆	P
60	40	35	80	90	60	40	30	10
49	36	35	78	84.5	60	42	35.5	6.5
45	32	35	76	82.5	60	44	37.5	6.5



CITY OF

KNUCKLE INTERSECTION

STANDARD PLAN
2002

DRAWN: STAFF

CKD.: STAFF *LB*

Department of Public Works

APPR.

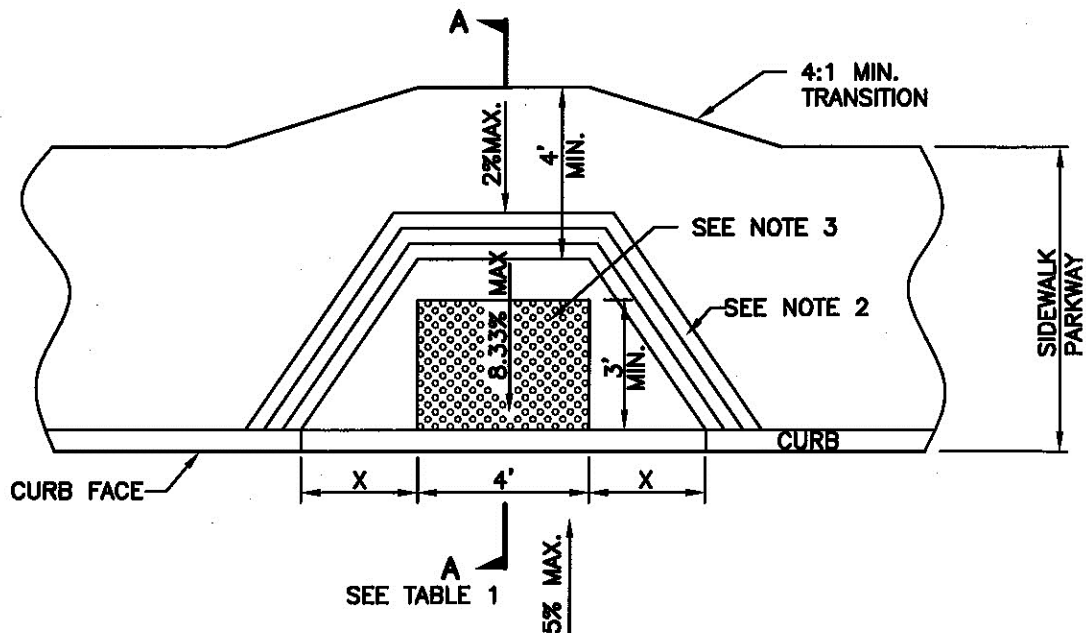
Granville M. Bowman
Granville M. Bowman

PLATE 109

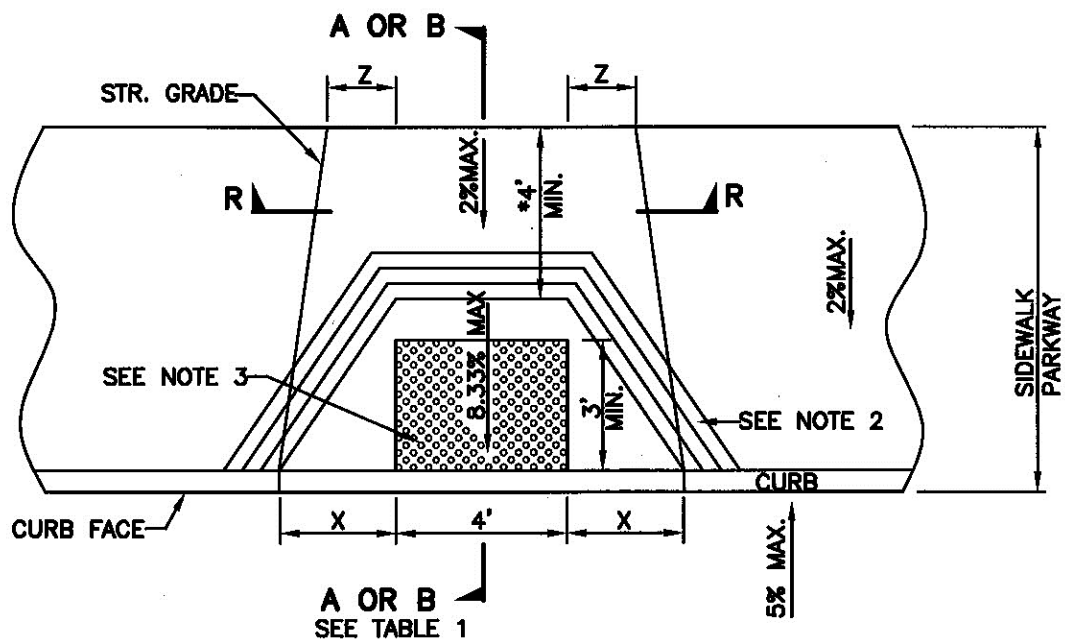
SHEET 1 OF 1

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE
Δ	L. Balderrama	11-27-07
Δ	L. Balderrama	02-04-13



TYPE 1



TYPE 2

SEE TABLES 1 AND 2 FOR
X AND Z VALUES (SHT. 9)

*3' MIN. ALLOWED WHERE EXISTING
RIGHT-OF-WAY CONFLICTS

CASE A



CURB RAMP

STANDARD PLAN
2002

DRAWN: C. GIRON CKD.: P. WENDT

Department of Public Works

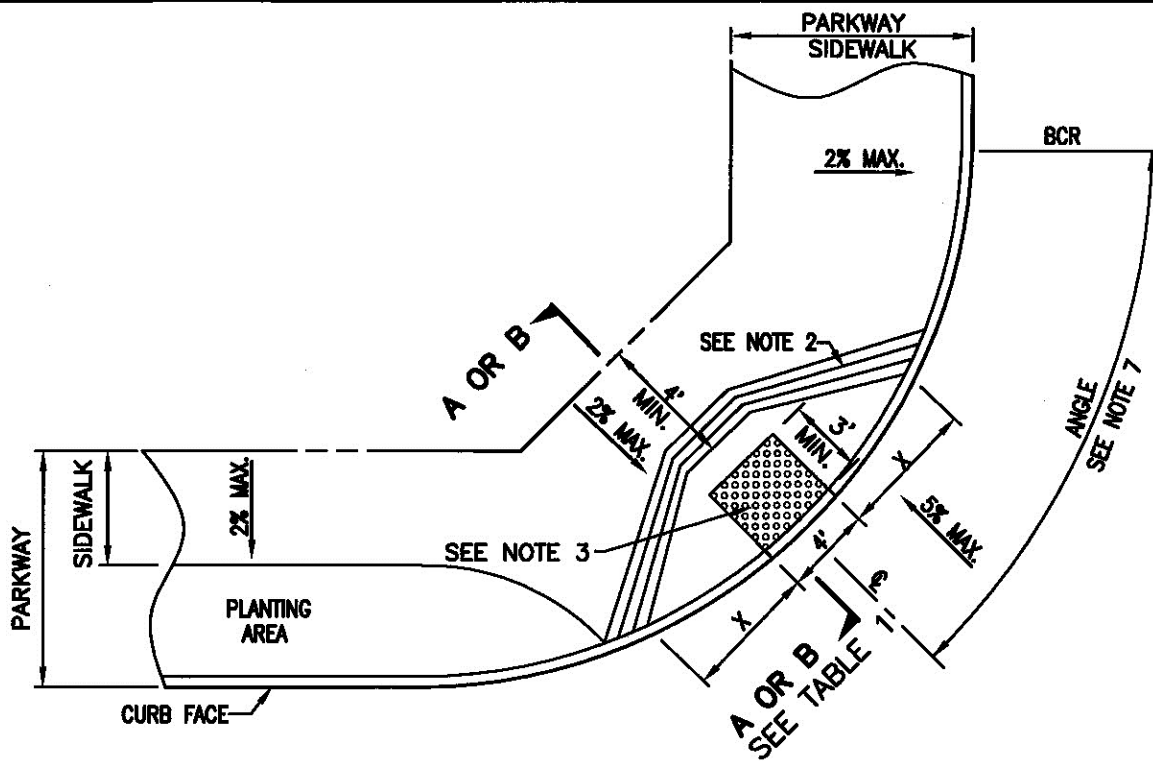
APPR. *[Signature]*
L. Balderrama, PE, City Engineer

PLATE 110

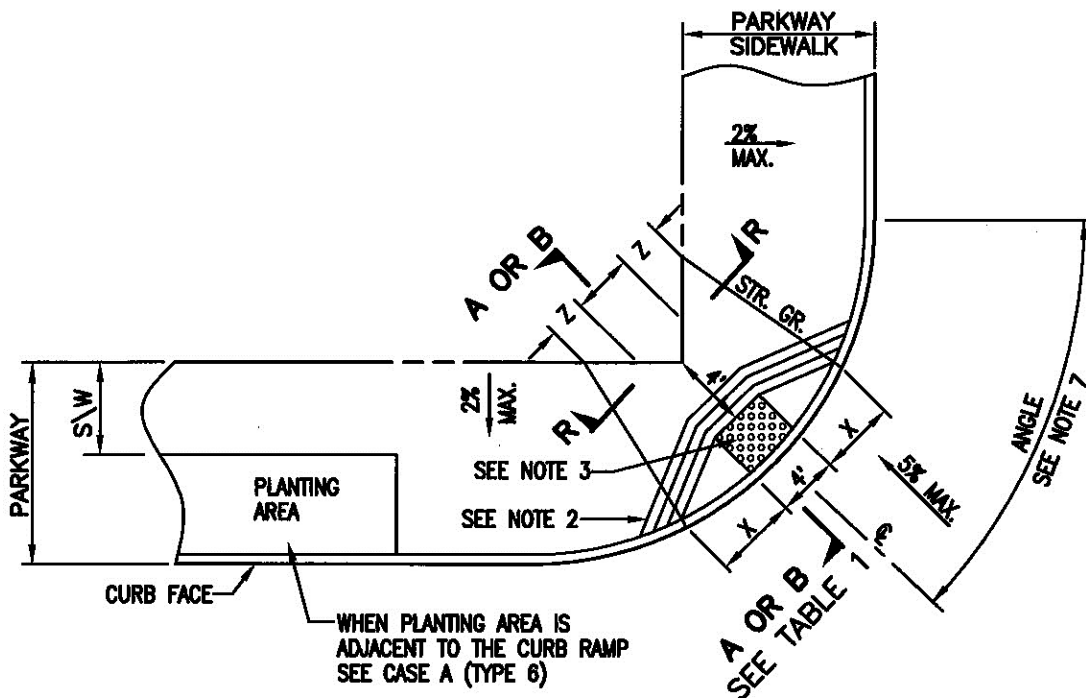
SHEET 1 OF 11

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE



△ TYPE 3



TYPE 4

CASE A

SEE TABLES 1 AND 2 FOR X AND Z VALUES (SHT. 9)

* 3' MIN. ALLOWED WHERE EXISTING RIGHT-OF-WAY CONFLICTS



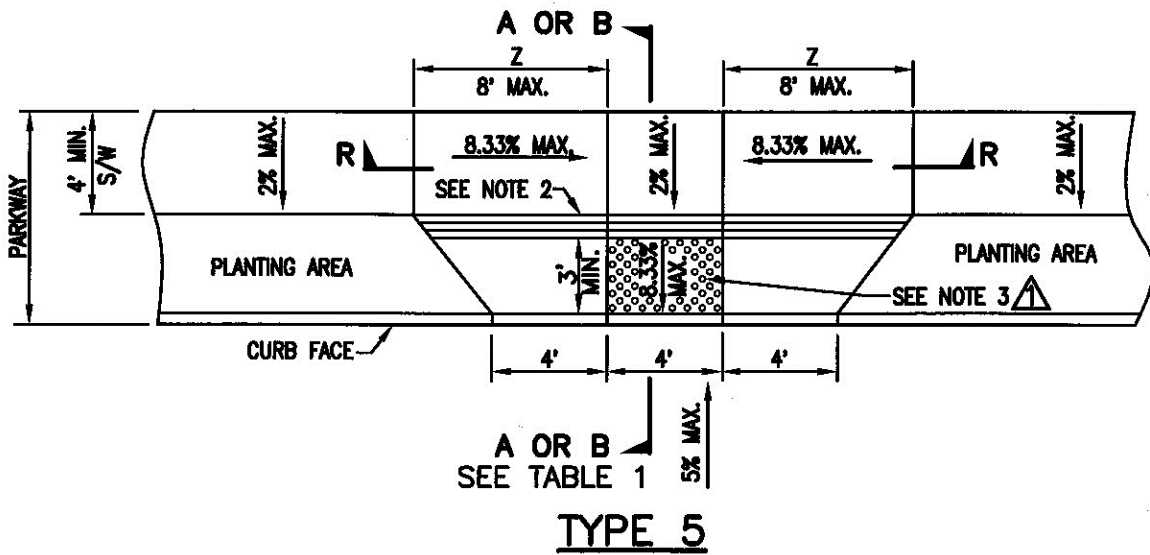
DRAWN: C. GIRON CKD.: P. WENDT
Department of Public Works

APPR. *[Signature]*
L. Balderrama, PE, City Engineer

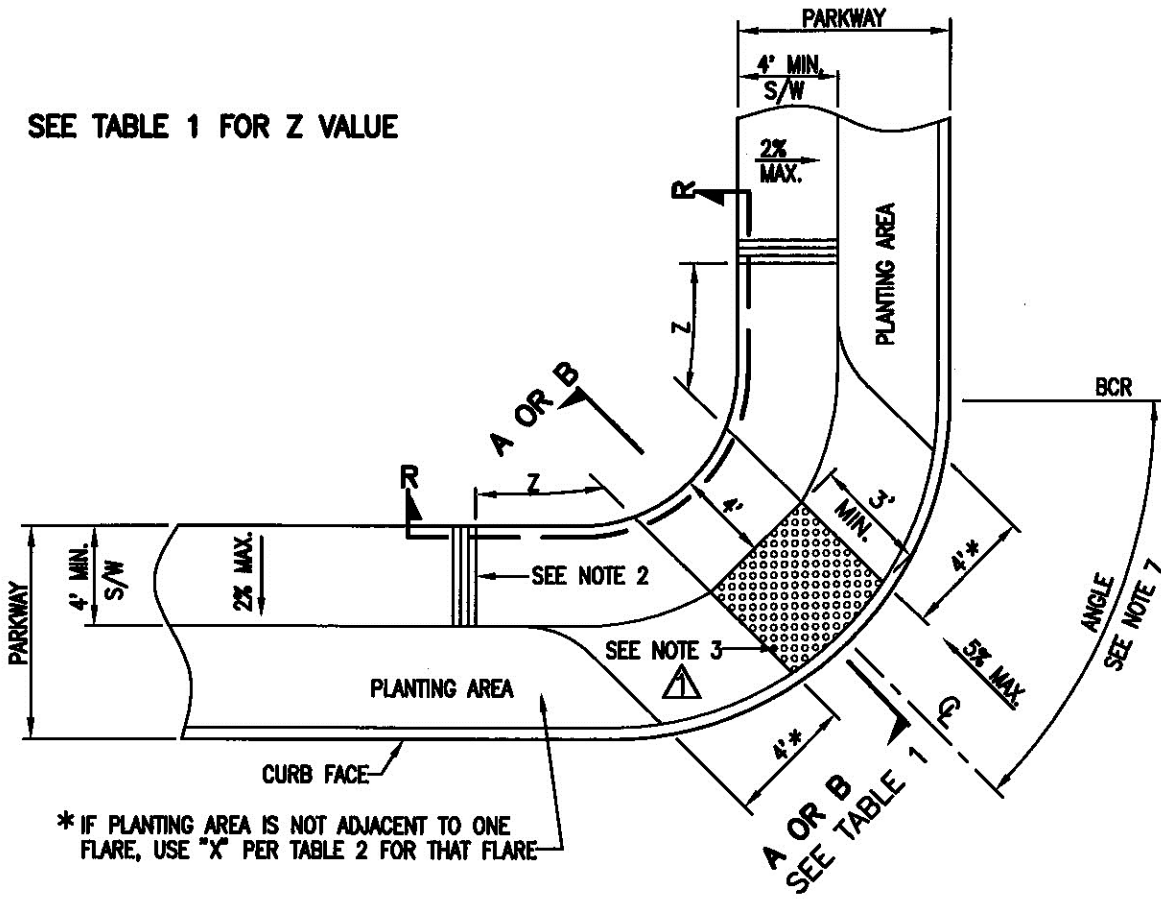
STANDARD PLAN 2002
PLATE 110
SHEET 2 OF 11

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE
	L. Balderrama	11-27-07



SEE TABLE 1 FOR Z VALUE



* IF PLANTING AREA IS NOT ADJACENT TO ONE FLARE, USE "X" PER TABLE 2 FOR THAT FLARE



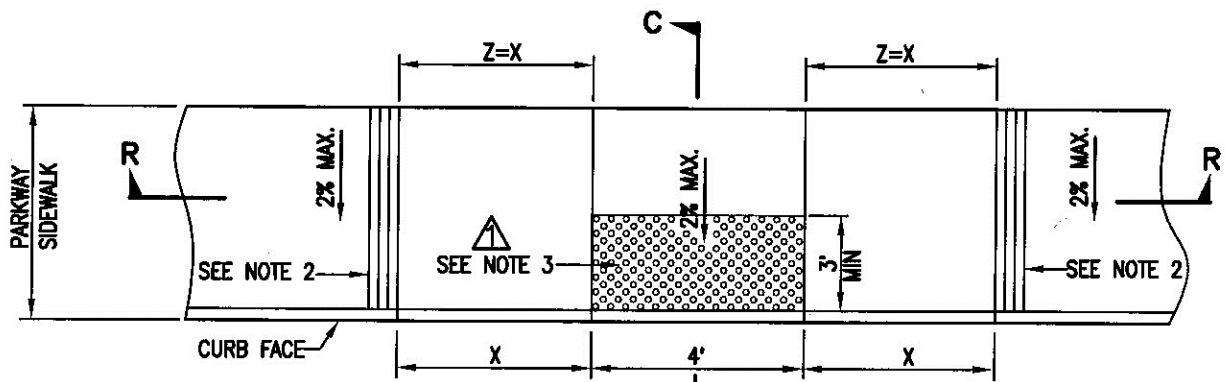
CURB RAMP
DRAWN: C. GIRON CKD.: P. WENDT
Department of Public Works

APPR. *L. Balderrama*
L. Balderrama, PE, City Engineer

STANDARD PLAN
2002
PLATE 110
SHEET 3 OF 11

REV.	APPR. BY	DATE

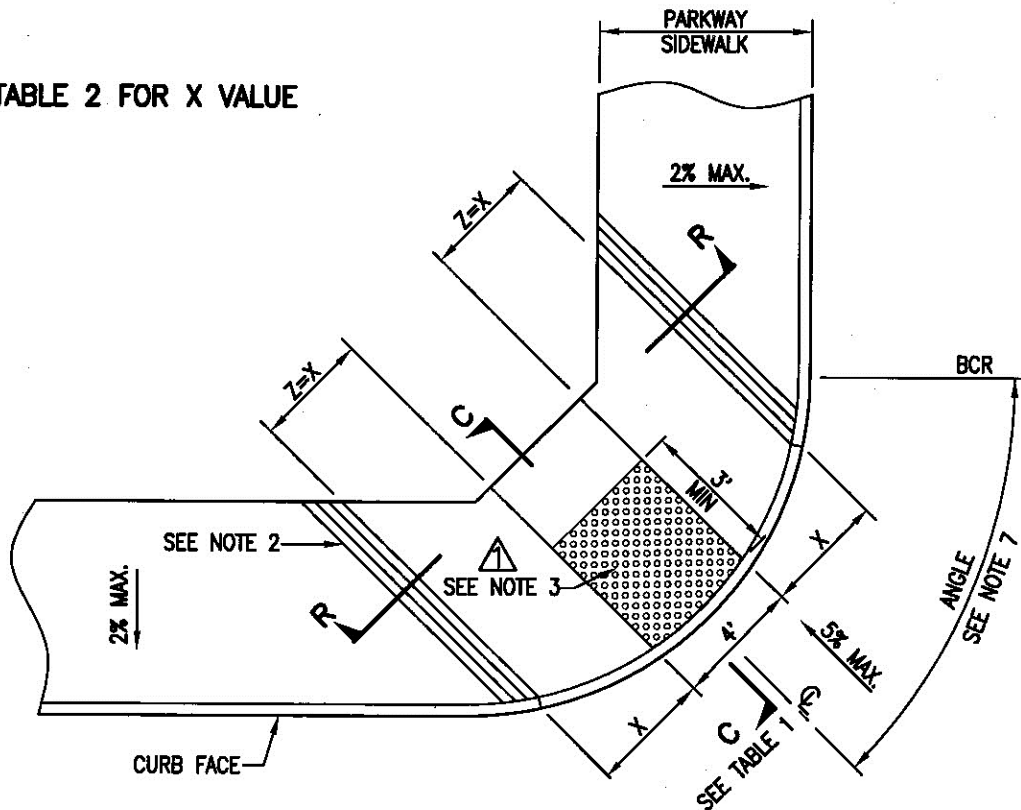
REV.	APPR. BY	DATE



SEE TABLE 1

TYPE 1

SEE TABLE 2 FOR X VALUE



TYPE 2

CASE B

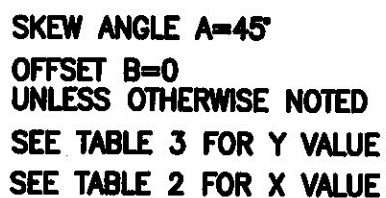


DRAWN: A. ROQUE CKD.:
Department of Public Works

APPR. *L. Balderrama*
L. Balderrama, PE, City Engineer

STANDARD PLAN
2002
PLATE 110
SHEET 4 OF 11

REV.	APPR. BY	DATE
Δ L	Balderrama	11-27-07
Δ L	Balderrama	02-04-13



CASE C



CURB RAMP

DRAWN: C. GIRON | **CKD.: P. WENDT**

Department of Public Works

APPENDIX

L. Balderrama, PE, City Engineer

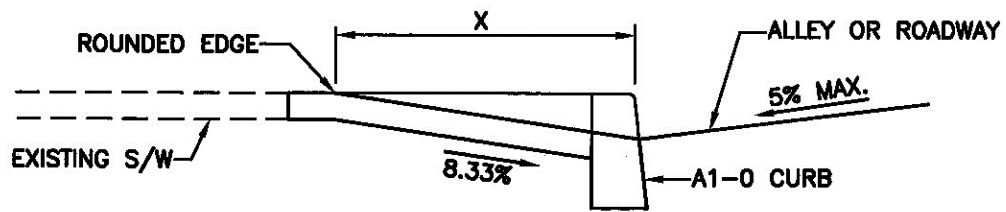
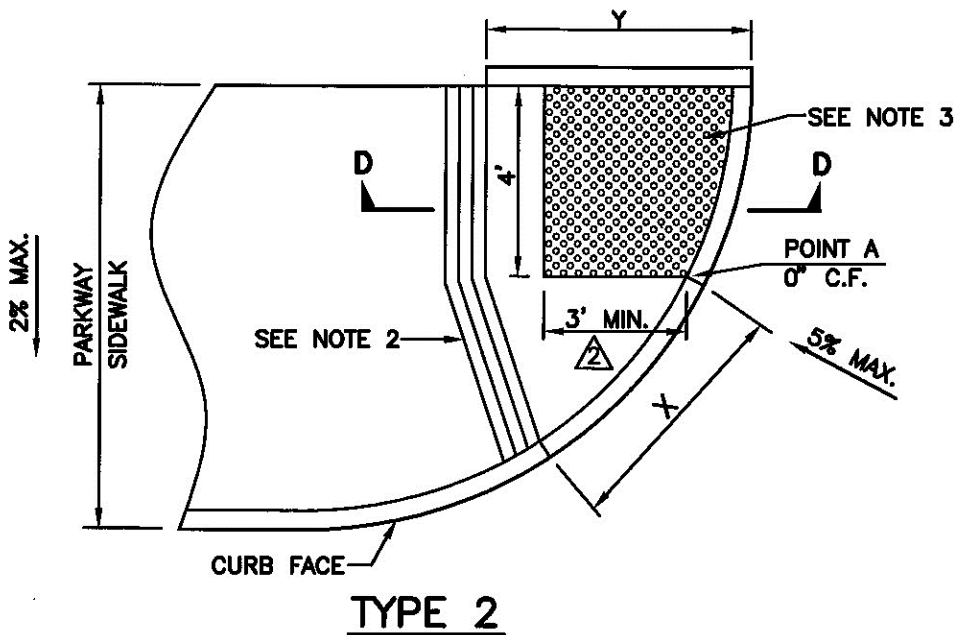
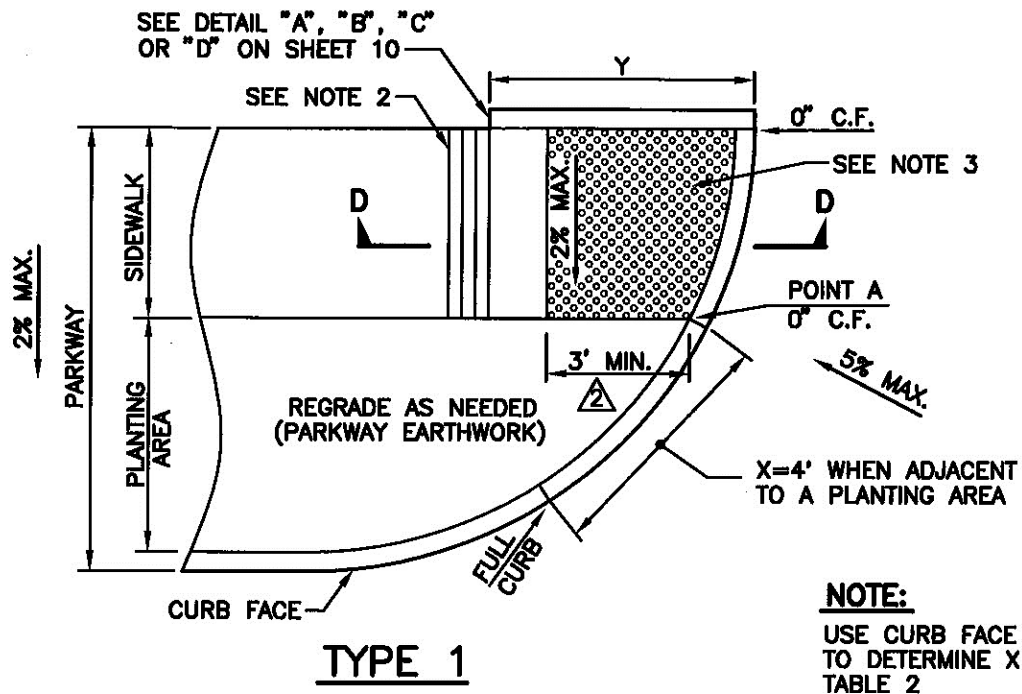
STANDARD PLAN
2002

PLATE 110

SHEET 5 OF 11

REV.	APPR.	BY	DATE

REV.	APPR.	BY	DATE
Δ	L. Balderrama	11-27-07	
Δ	L. Balderrama	02-04-13	



SECTION D-D

CASE D



CURB RAMP

DRAWN: C. GIRON CKD.: P. WENDT
Department of Public Works

APPR. *[Signature]*
L. Balderrama, PE, City Engineer

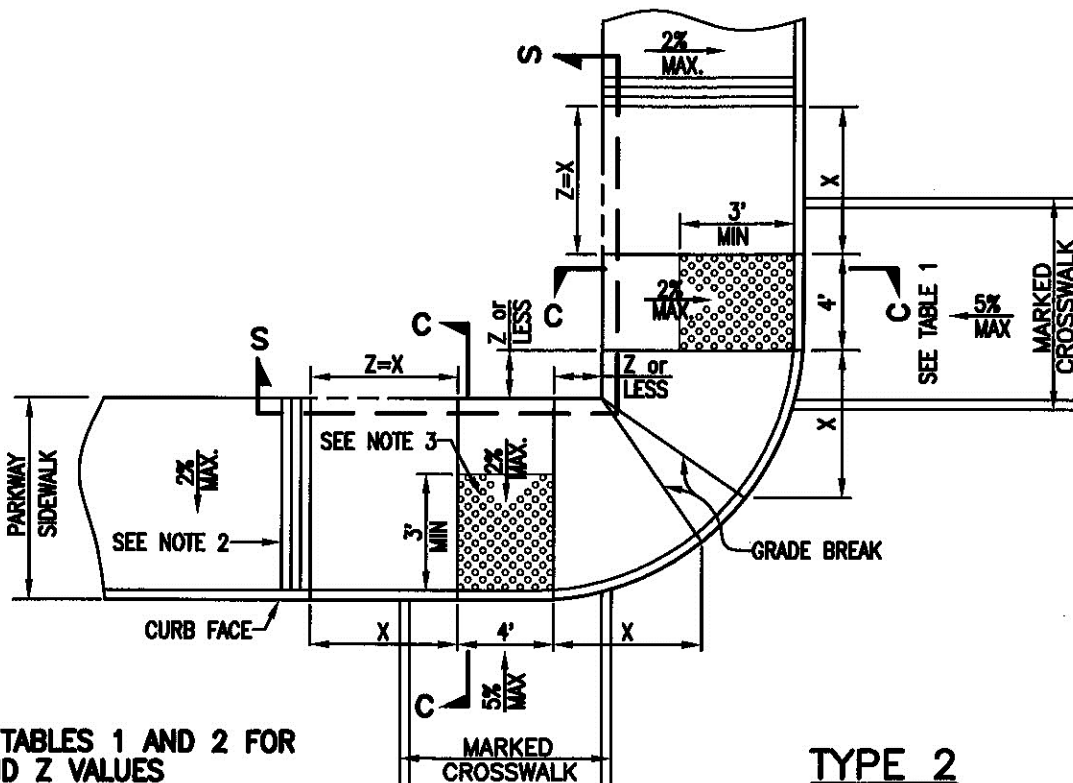
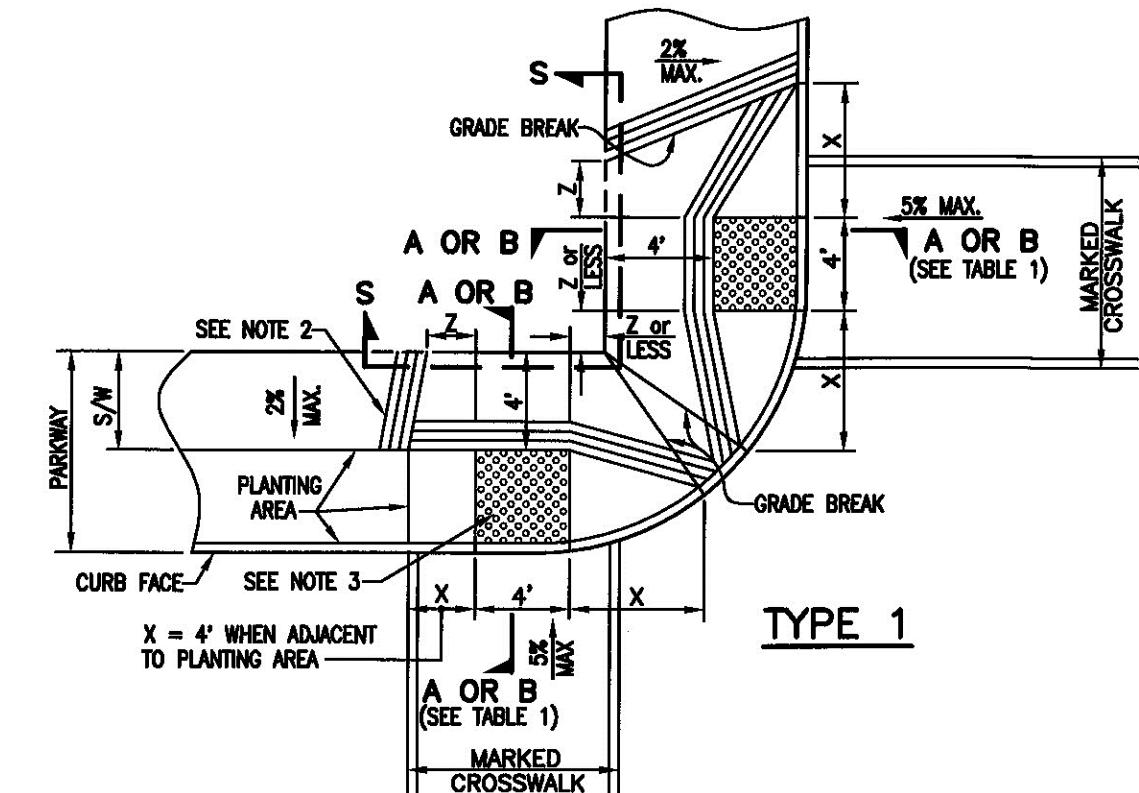
STANDARD PLAN 2002

PLATE 110

SHEET 6 OF 11

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE



SEE TABLES 1 AND 2 FOR
X AND Z VALUES

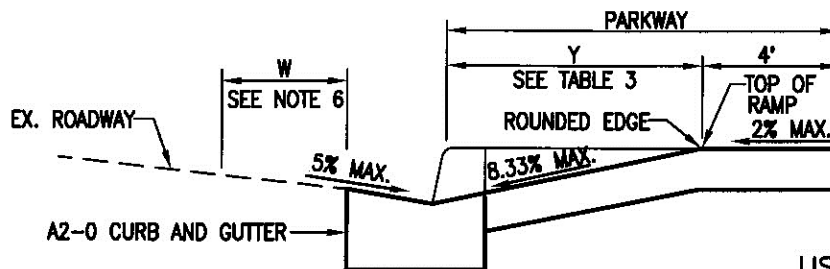
TYPE 2
CASE E Δ



DRAWN: C. GIRON CKD.: P. WENDT
Department of Public Works

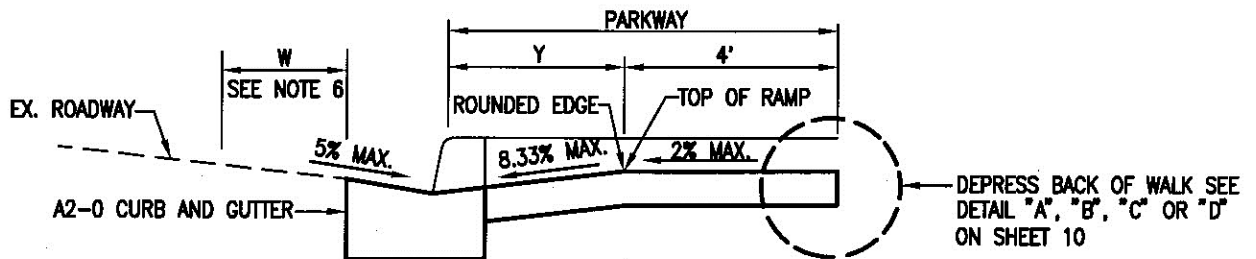
APPR. *[Signature]*
L. Balderrama, PE, City Engineer

STANDARD PLAN
2002
PLATE 110
SHEET 7 OF 11

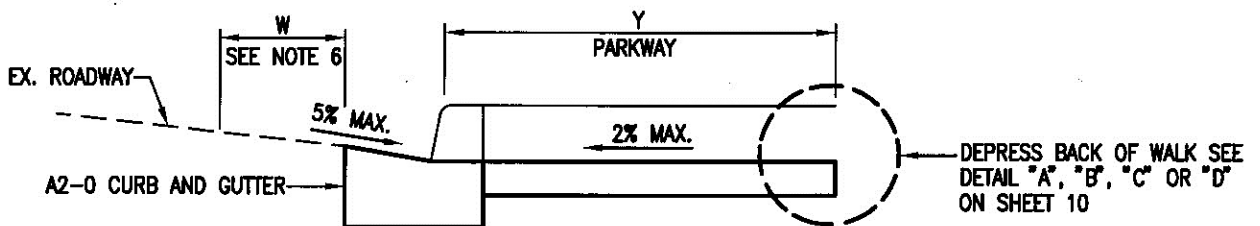


SECTION A-A

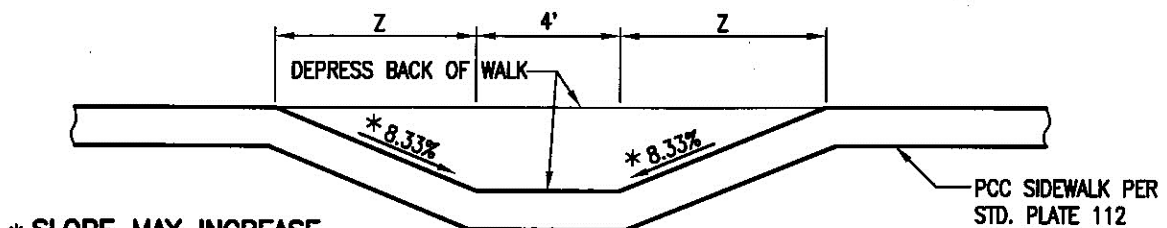
USE TABLE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B, OR C-C IS APPROPRIATE.



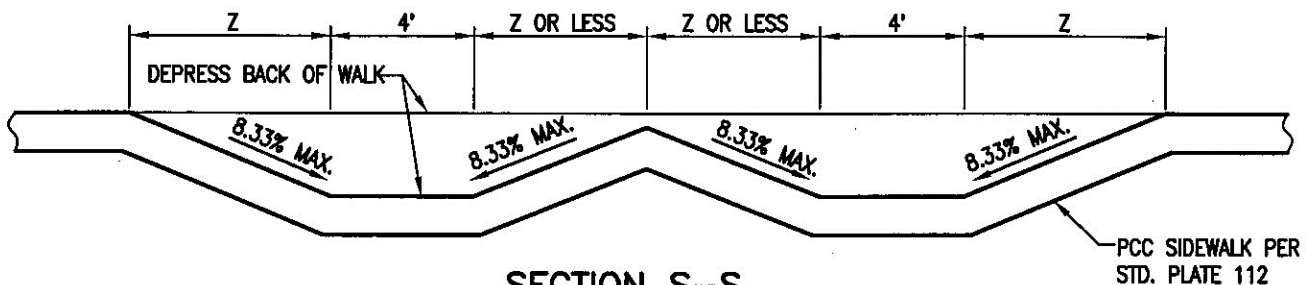
SECTION B-B



SECTION C-C



SECTION R-R



SECTION S-S



CURB RAMP

STANDARD PLAN
2002

DRAWN: A. ROQUE CKD.: _____

Department of Public Works

APPR. *L. Balderrama*
L. Balderrama, PE, City Engineer

PLATE 110

SHEET 8 OF 11

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE
Δ	L. Balderrama	11-27-07
Δ	L. Balderrama	02-04-13

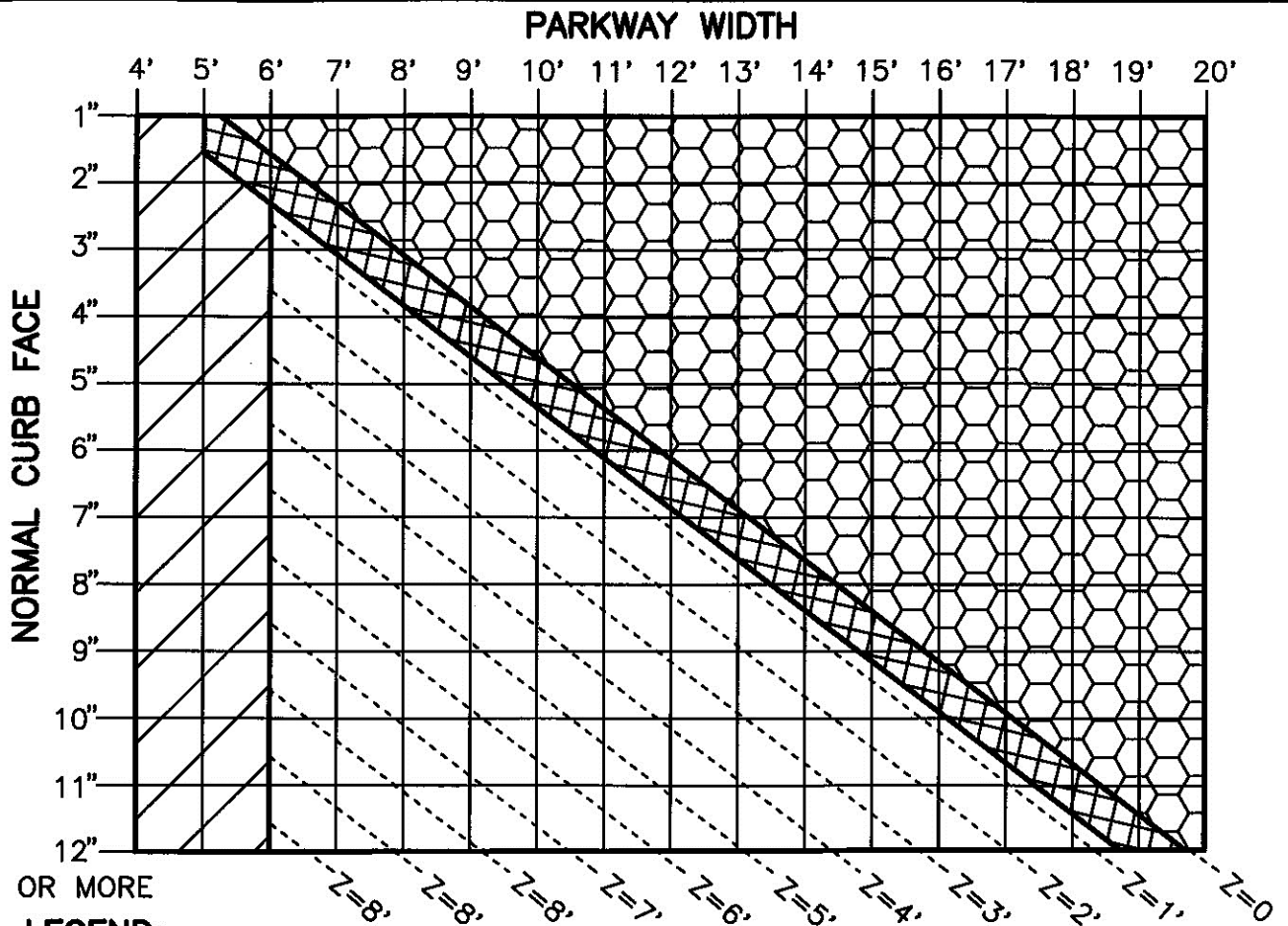


TABLE 1 – SECTION USAGE & Z VALUES

NORMAL CURB FACE	X
4" OR LESS	48"
5"	60"
6"	72"
7"	84"
8"	96"
9"	108"
10"	120"
11"	132"
12"	144"

TABLE 2

NORMAL CURB FACE	SECTION A-A Y
2" OR LESS	32"
3"	47"
4"	63"
5"	79"
6"	95"
7"	111"
8"	126"
9"	142"
10"	158"
11"	174"
12" OR MORE	190"

TABLE 3



CURB RAMP

DRAWN: C. GIRON CKD.: P. WENDT

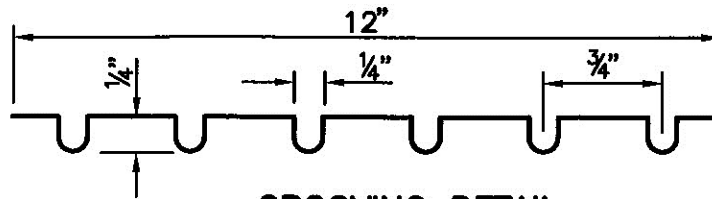
Department of Public Works

APPR.
L. Balderrama, PE, City Engineer

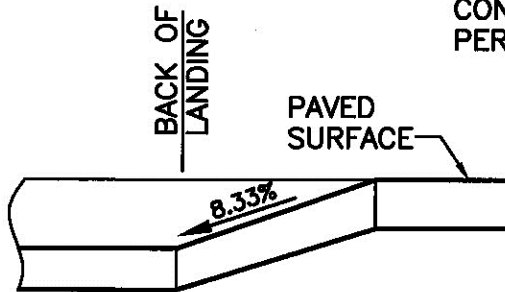
STANDARD PLAN
2002

PLATE 110

SHEET 9 OF 11

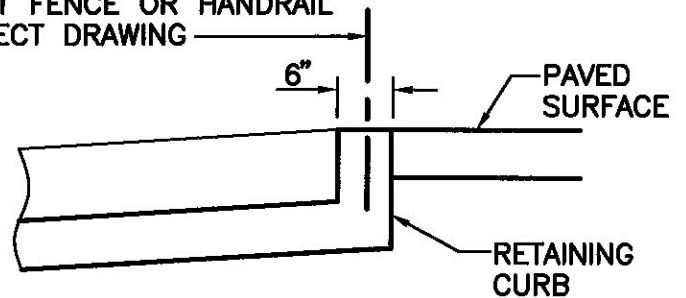


GROOVING DETAIL

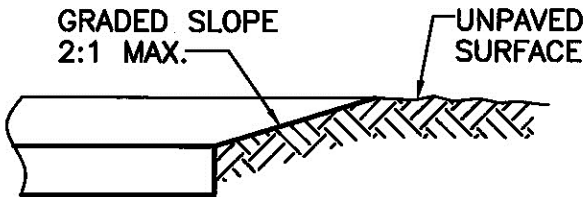


DETAIL "A"

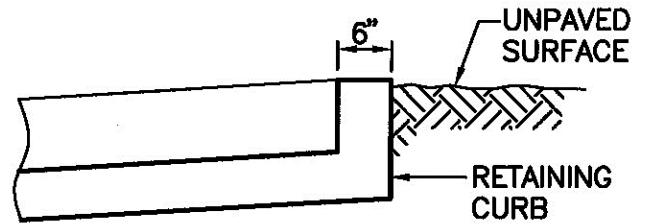
CONSTRUCT FENCE OR HANDRAIL
PER PROJECT DRAWING



DETAIL "B"



DETAIL "C"



DETAIL "D"

2 DELETED TRUNCATED DOME DETECTABLE WARNING SURFACE DETAIL



CURB RAMP

STANDARD PLAN
2002

DRAWN: C. GIRON CKD.: P. WENDT

Department of Public Works

APPR. *[Signature]*
L. Balderrama, PE, City Engineer

PLATE 110

SHEET 10 OF 11

GENERAL NOTES:

- ③ 1. CONCRETE SHALL BE CLASS 310-C-17 (520-C-2500) AND SHALL BE 4" THICK.
2. THE RAMP SHALL HAVE A 12" WIDE BORDER WITH 1/4" GROOVES APPROXIMATELY 3/4" O.C. SEE GROOVING DETAIL.
- ③ 3. CURB RAMPS WITHIN THE PUBLIC RIGHT-OF-WAY OR IN A PUBLIC SIDEWALK EASEMENT SHALL HAVE A DETECTABLE WARNING THAT EXTENDS 36" MINIMUM IN THE DIRECTION OF TRAVEL FOR THE FULL WIDTH OF THE CURB RAMP, EXCLUDING THE FLARED SIDES. DETECTABLE WARNING SURFACE FOR RAMPS OUTSIDE OF PUBLIC RIGHT-OF-WAY OR PUBLIC SIDEWALK EASEMENT SHALL COMPLY WITH THE CALIFORNIA BUILDING CODE. DETECTABLE WARNING SURFACE SHALL BE ARMOR-TILE TACTILE SYSTEMS PRODUCT (CAST-IN-PLACE), FEDERAL YELLOW IN COLOR OR APPROVED EQUAL.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND RIGHT OF WAY IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND RIGHT OF WAY IS UNPAVED.
6. $W = 3'$ UNLESS OTHERWISE SHOWN ON PLAN. THIS AREA MAY NOT EXCEED 5% LONGITUDINAL SLOPE.
7. $ANGLE = \Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.

REV.	APPR. BY	DATE
③	L. Balderrama	02-04-13

REV.	APPR. BY	DATE
③	L. Balderrama	11-27-07
③	L. Balderrama	08-10-10



CURB RAMP

STANDARD PLAN
2002

DRAWN: C. GIRON CKD.: P. WENDT

Department of Public Works

APPR.

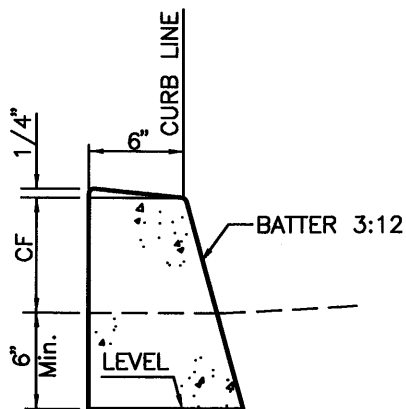
L. Balderrama, PE, City Engineer

PLATE 110

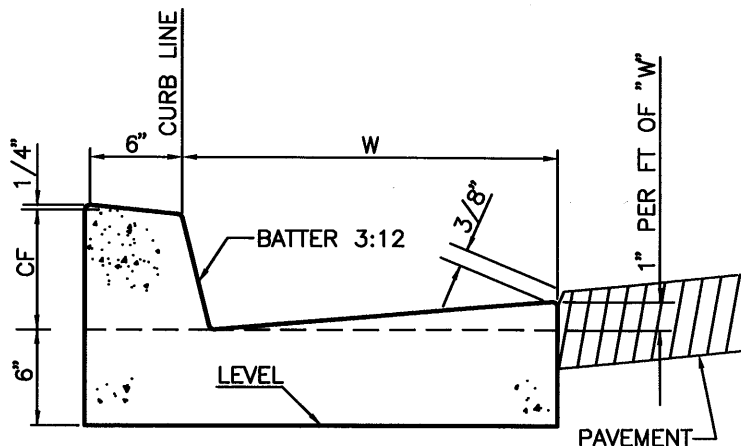
SHEET 11 OF 11

REV.	APPR. BY	DATE

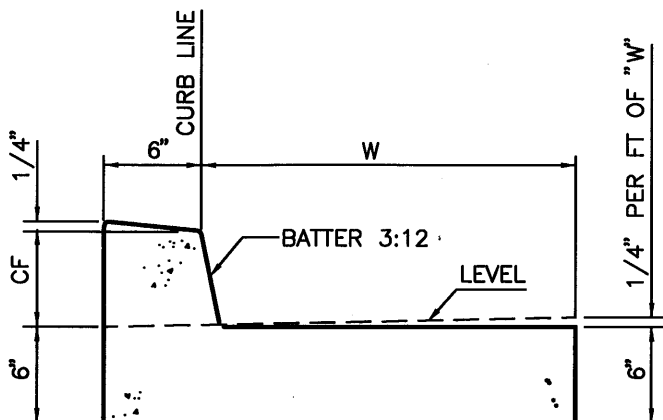
REV.	APPR. BY	DATE
	L. Balderrama	09/10/10



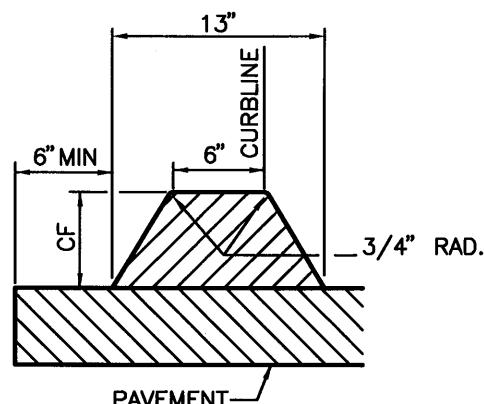
A1-6 (6" CF)
AND
A1-8 (8" CF)



A2-6 (6" CF) AND A2-8 (8" CF)



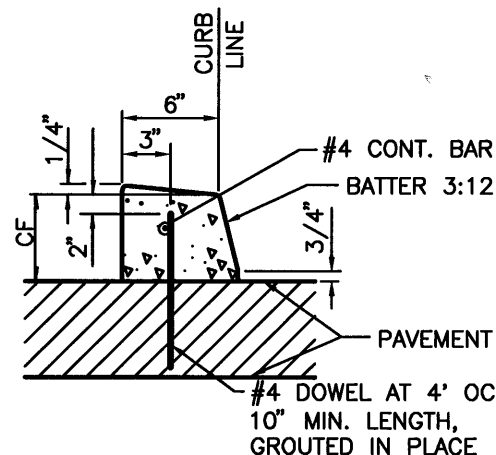
A3-6 (6" CF) AND A3-8 (8" CF)



D1-6 (6" CF)
AND
D1-8 (8" CF)

NOTES:

1. ALL DIMENSIONS ARE MEASURED IN INCHES.
2. "CF" IS THE LAST NUMBER IN THE DESIGNATION.
3. W=18" FOR 6" C.F. & 24" FOR 8" C.F.
4. TYPES A1, A2, A3, AND C1 ARE CONSTRUCTED OF PORTLAND CEMENT CONCRETE CLASS 520-C-2500 WITH 2LBS OF 3/4" LONG POLYPROPYLENE FIBERS PER CUBIC YARD.
5. TYPE D1 IS CONSTRUCTED OF ASPHALT CONCRETE.
6. TYPE C1 CURB SHALL BE ANCHORED WITH DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
7. GRADE SHALL BE MEASURED AT CURB LINE AT TOP OF CURB.
8. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS TO BE ROUNDED WITH A 1/2" RADIUS.
9. WHEN SOILS EXPANSION INDEX IS $\geq 5\%$, PLACE 4" THICK SAND OR BASE UNDER CONCRETE CURB AND GUTTER EXTENDING 12" BEHIND CURB.
10. ALL CURBS SHALL HAVE A 1" DEEP WEAKENED PLANE JOINT AT 10' INTERVALS. FULL DEPTH EXPANSION JOINTS SHALL BE INSTALLED AT ALL B.C.'S, E.C.'S, D/W'S RECTANGULAR CORNERS AND AT 60' INTERVAL PER PLATE 112.



C1-6 (6" CF)
AND
C1-8 (8" CF)



CONC. CURB, CURB & GUTTER, A.C. BERM

DRAWN: A. ROQUE CKD.: HUNG LE

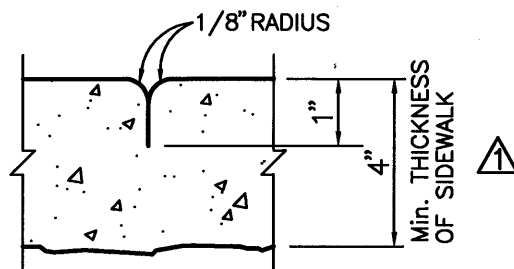
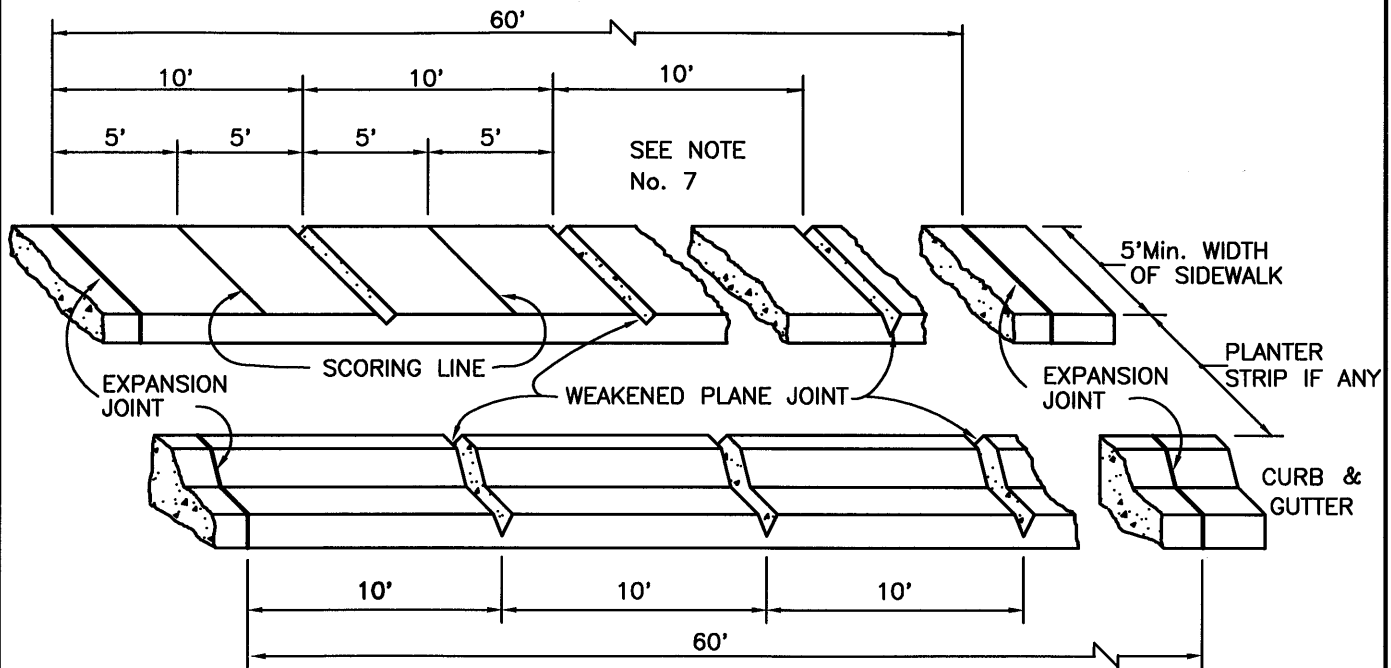
Department of Public Works

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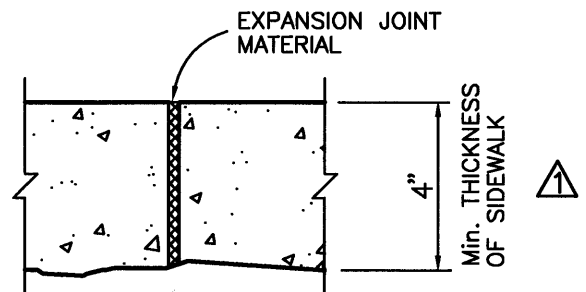
STANDARD PLAN
2002

PLATE 111

SHEET 1 OF 1



WEAKENED-PLANE JOINT



EXPANSION JOINT

NOTES:

1. CONCRETE FOR SIDEWALK SHALL BE 520-C-2500 WITH 2LBS OF 3/4" LONG POLYPROPYLENE FIBERS PER CUBIC YARD, WITH 4" MAX. SLUMP. SELF HAUL NOT PERMITTED.
2. CONCRETE SIDEWALK SHALL HAVE A MIN. WIDTH OF 5' AND MIN. THICKNESS OF 4".
3. EXPANSION JOINTS SHALL BE MADE AT B.C. AND E.C. OF ALL RETURNS, AT THE OUTER EDGES OF DRIVEWAYS INCLUDING "X" DISTANCES, AND AT UNIFORM INTERVALS AS SHOWN ON PLATE 113 OR AS DIRECTED BY INSPECTOR.
4. WEAKENED PLANE JOINT, ONE INCH DEEP, SHALL BE CONSTRUCTED AT EQUAL SPACING BETWEEN EXPANSION JOINTS IN WALKS AND GUTTERS.
5. WEAKENED PLANE JOINTS IN THE CURB AND GUTTER SHALL ALIGN WITH CORRESPONDING JOINTS IN THE WALK.
6. LONGITUDINAL SCORING LINES WILL BE REQUIRED IN WALKS 10 FEET OR WIDER.
7. WEAKENED PLANE JOINTS IN SIDEWALK SHALL BE CONSTRUCTED WITH DEEP GROOVING TOOL. MINIMUM 1" DEEP.
8. WHEN SOILS EXPANSION INDEX IS $\geq 5\%$, PLACE 4" THICK SAND OR BASE UNDER CONCRETE CURB AND GUTTER EXTENDING 12" BEHIND CURB AND UNDER SIDEWALK.
9. WEED KILLER SHALL BE APPLIED AT ALL COLD JOINTS AND STOP 6' SHORT OF TREE DRIP LINE.



CONCRETE SIDEWALK (WEAKENED PLANE JOINTS, EXPANSION JOINTS, AND SCORING LINES-TYPICAL SPACING)

DRAWN: STAFF

CKD.: STAFF

Department of Public Works

APPR.

L. Balderrama
L. Balderrama, PE, City Engineer

STANDARD PLAN
2002

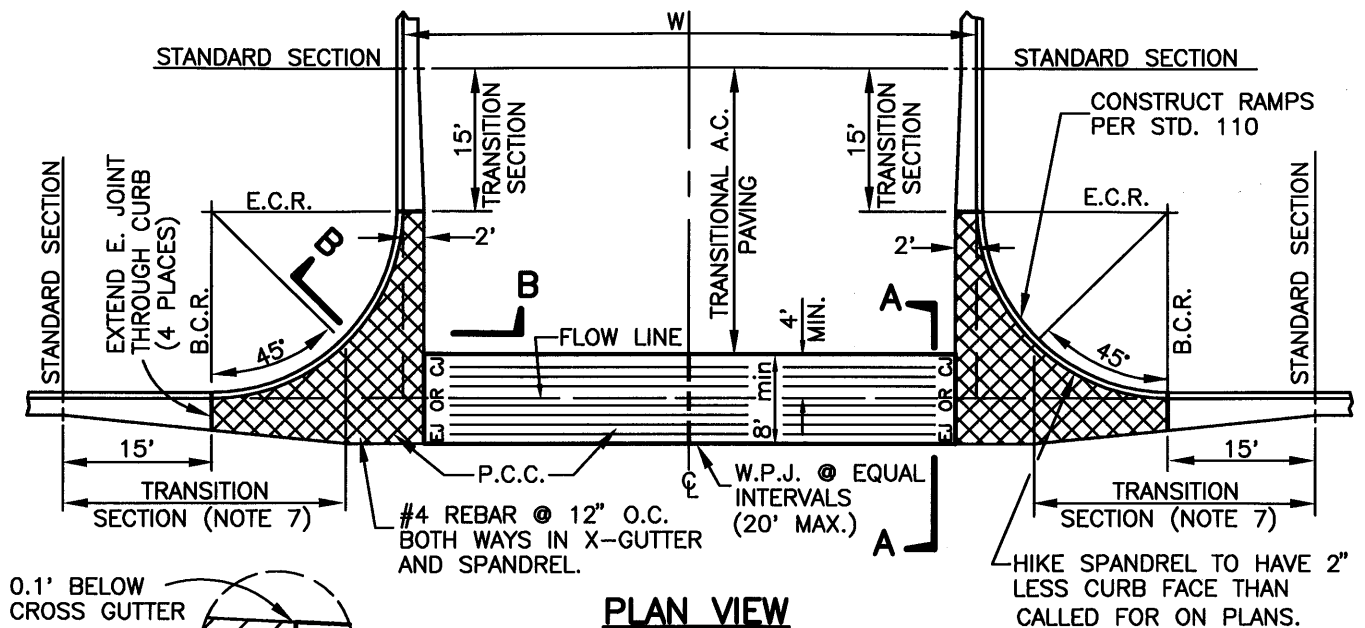
PLATE 112

SHEET 1 OF 1

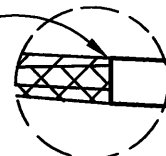
REV.	APPR. BY	DATE

REV.	APPR. BY	DATE

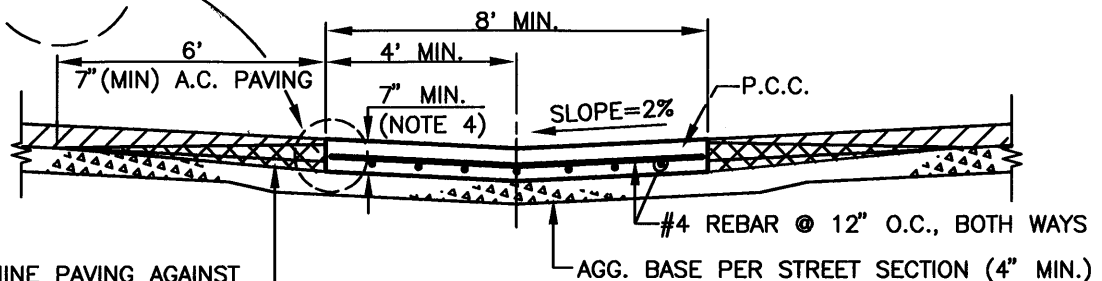
REV.	APPR. BY	DATE



0.1' BELOW
CROSS GUTTER

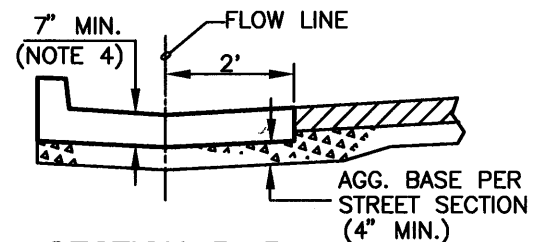


PLAN VIEW



PRIOR TO MACHINE PAVING AGAINST PCC X-GUTTER, A WEDGE OF AC 6\"/>

SECTION A-A



SECTION B-B

NOTES:

1. AGGREGATE BASE REQUIRED UNDER CROSS GUTTER BEGINNING AT B.C.R. & E.C.R. & UNDER SPANDREL.
2. ——— INDICATES COLD JOINT (CJ) OR EXPANSION JOINT (EJ).
3. - - - - INDICATES WEAKENED PLANE JOINT 2\"/>



CROSS GUTTER & SPANDREL

DRAWN: STAFF CKD.: STAFF

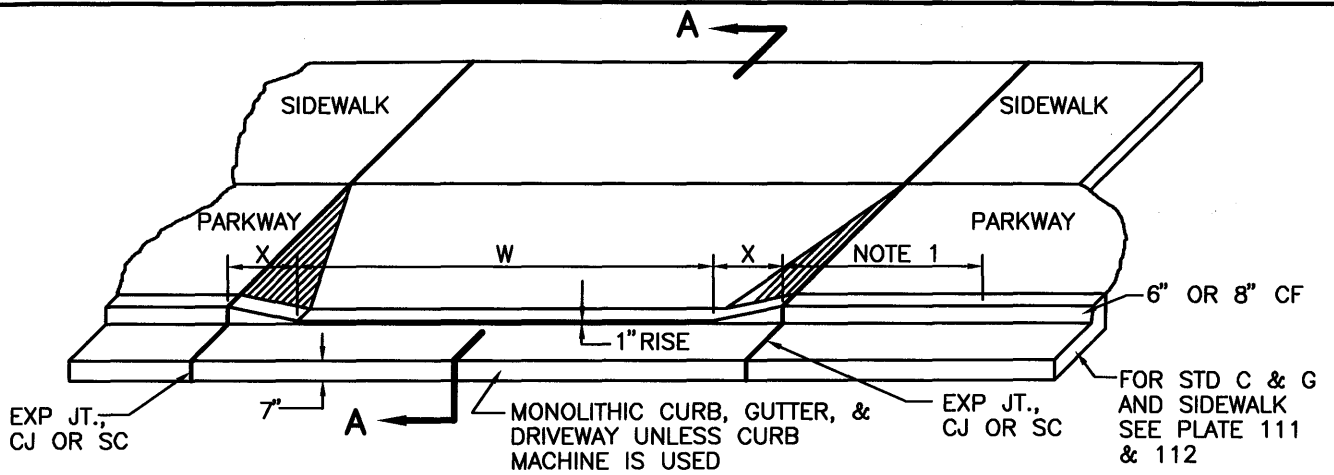
Department of Public Works

APPR. *L. Balderrama*
L. Balderrama, PE, City Engineer

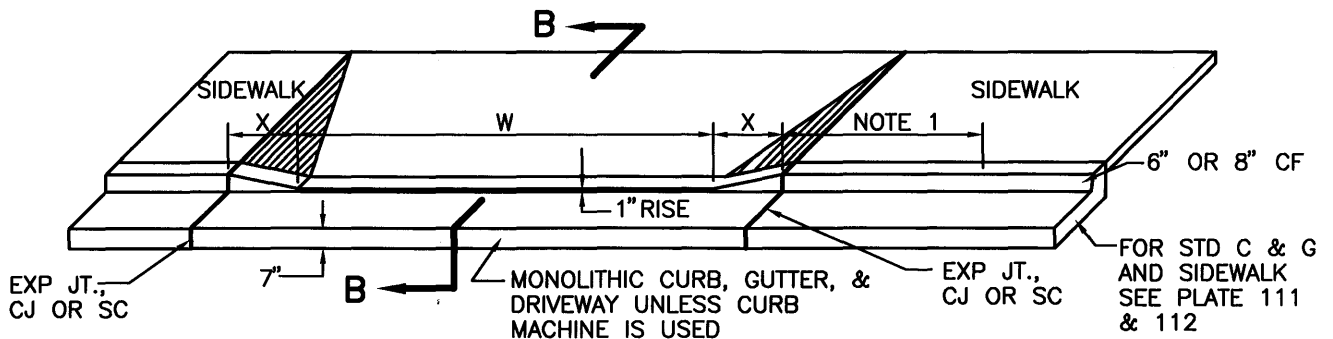
STANDARD PLAN
2002

PLATE 114

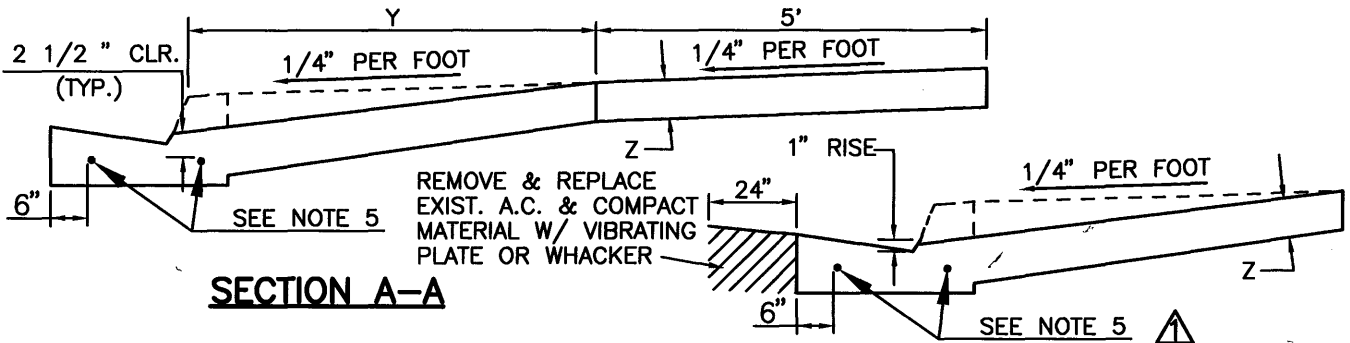
SHEET 1 OF 1



SIDEWALK AND CURB NOT ADJACENT



SIDEWALK AND CURB ADJACENT



EXP J = EXPANSION JOINT; CJ = COLD JOINT; SC = SAW CUT.

W = SEE PLATE 115 SHEET 2

X = 3' WHEN CURB HEIGHT IS OVER 6" AND 2' WHEN CURB HEIGHT IS 6" OR LESS.

Z = 6" FOR SINGLE FAMILY RESIDENTIAL, 8" FOR MULTI-FAMILY RESIDENTIAL, AND 8" WITH #4 REBAR 12" O.C. BOTH WAYS FOR COMMERCIAL WITH PRIOR APPROVAL ONLY.

Y = 5' MIN. (IF Y < 5' USE SECTION B-B)

NOTES:

1. MUST BE A MINIMUM OF 5' FROM STREET LIGHT, FIRE HYDRANT OR BEGINNING OF CURB RETURN MEASURED FROM END OF "X". MUST BE MINIMUM OF 3' FROM PROPERTY LINE. MUST BE A MINIMUM OF 20' OF FULL CURB BETWEEN DRIVEWAYS ON THE SAME LOT.
2. THE CURB AND GUTTER SHALL BE SAWED AT THE NEAREST SCORE MARK.
3. ALL CONCRETE SHALL BE 520-C-2500 WITH 2LBS OF 3/4" LONG POLYPROPYLENE FIBERS PER CUBIC YARD.
4. ALL DRIVEWAYS SHALL INCLUDE AN A.D.A. COMPLIANT PATHWAY.
5. WHEN DEPRESSED CURB & GUTTER NOT POURED MONOLITHIC WITH DRIVEWAY, INSTALL 2-#4 REBARS FULL LENGTH FROM EXPANSION JOINT TO EXPANSION JOINT.



RESIDENTIAL DRIVEWAYS

DRAWN: A. ROQUE CKD.: HUNG LE

Department of Public Works

APPR.

L. Balderrama
L. Balderrama, PE, City Engineer

STANDARD PLAN
2002

PLATE 115

SHEET 1 OF 2

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE

WIDTH OF DRIVEWAY

TYPE OF STREET		RESIDENTIAL		COMMERCIAL/ INDUSTRIAL		ARTERIAL	
TYPE OF DEVELOPMENT		MIN	MAX	MIN	MAX	MIN	MAX
RESIDENTIAL		12	25	---	---	---	---
COMMERCIAL	ONE WAY TRAFFIC	---	---	18	25	20	30
	TWO WAY TRAFFIC	---	---	25	36	25	36
INDUSTRIAL PASSENGER CARS	ONE WAY TRAFFIC	---	---	18	25	20	30
	TWO WAY TRAFFIC	---	---	25	36	25	36
INDUSTRIAL TRUCKS		---	---	25	45	25	45

 CITY OF Oxnard	DRIVEWAYS			STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STAFF <i>LD</i>	 Granville M. Bowman	PLATE 115
	Department of Public Works			SHEET 2 OF 2

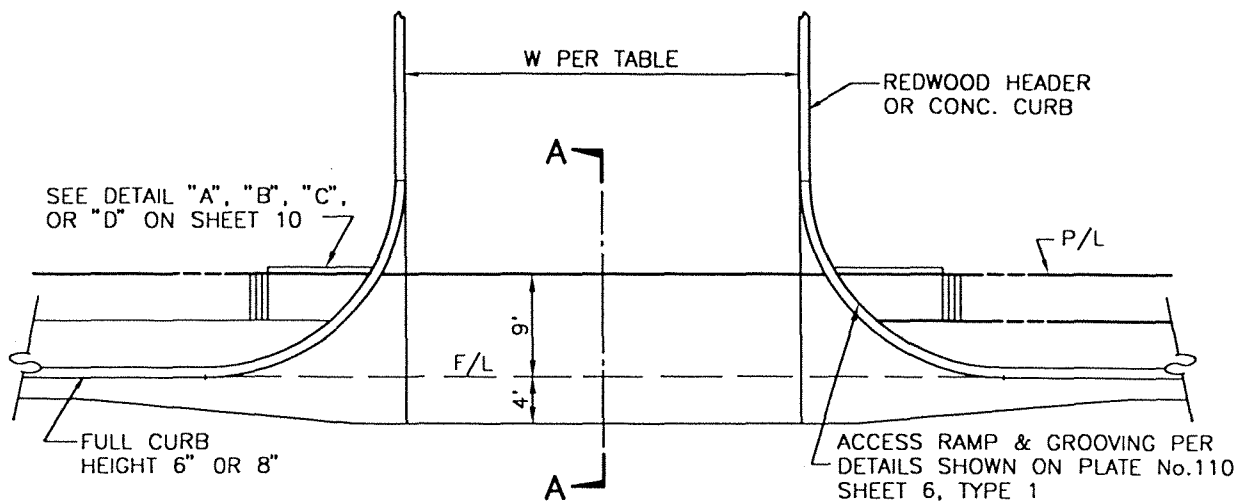


1. AGGREGATE BASE REQUIRED UNDER CROSS GUTTER BEGINNING AT B.C.R. & E.C.R. & UNDER SPANDREL.
2. ——— INDICATES 1/2" EXPANSION JOINT OR COLD JOINT.
3. REBAR, #4 SIZE, 12" ON CENTER, BOTHWAYS, GUTTER AND SPANDREL.
4. ALL CONCRETE SHALL BE CLASS 520-A-2500 WITH 2LBS OF 3/4" LONG POLYPROPYLENE FIBERS PER CUBIC YARD.
5. FOR SIDEWALK TREATMENT AROUND THE CURB RETURN, CURB RADIUS, AND RIGHT-OF-WAY REQUIREMENTS, SEE NEXT SHEET.
6. APPLY WEED KILLER AT ALL COLD JOINTS.
7. INSTALL 2" DEEP WEAKENED PLANE JOINTS AT 20' INTERVALS.

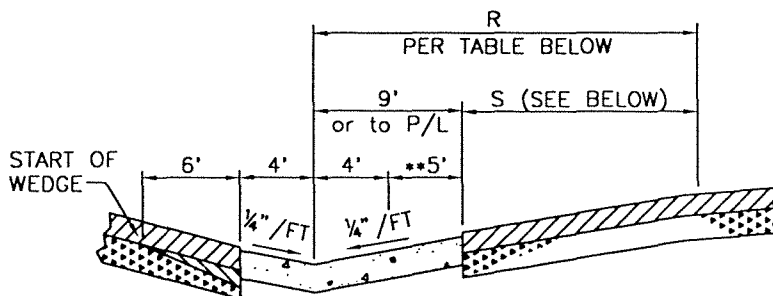
TYPE OF STREET		RESIDENTIAL		COMMERCIAL/ INDUSTRIAL		ARTERIAL	
TYPE OF DEVELOPMENT		MIN	MAX	MIN	MAX	MIN	MAX
RESIDENTIAL		12	25	---	---	---	---
COMMERCIAL	ONE WAY TRAFFIC	---	---	18	25	20	30
	TWO WAY TRAFFIC	---	---	25	36	25	36
INDUSTRIAL PASSENGER CARS	ONE WAY TRAFFIC	---	---	18	25	20	30
	TWO WAY TRAFFIC	---	---	25	36	25	36
INDUSTRIAL TRUCKS		---	---	25	45	25	45



SHEET 1 OF 2



PLAN VIEW



SECTION A-A

TYPE OF ROADWAY	R	S	
		6" CF	8" CF
ARTERIAL ROADWAY (PLATE No. 102)	35'	4.0%	4.6%
COMMERCIAL/LOCAL ARTERIAL (PLATE No. 101)	25' *	5.2%	6.2%
IN FILL AREA (SPECIAL CASE) PRIOR APPROVAL BY PWD REQUIRED	20'	6.6%	8.1%

* IF PREDOMINANTLY USED BY TRUCKS, USE R=35'

** FIVE FOOT OF GUTTER WIDTH TO HAVE 2% MAX. CROSSFALL FOR DISABLED ACCESS PATHWAY AND TO ALIGN WITH RAMPS.



CITY OF

COMMERCIAL & INDUSTRIAL DRIVEWAYS

DRAWN: STAFF CKD.: STAFF

Department of Public Works

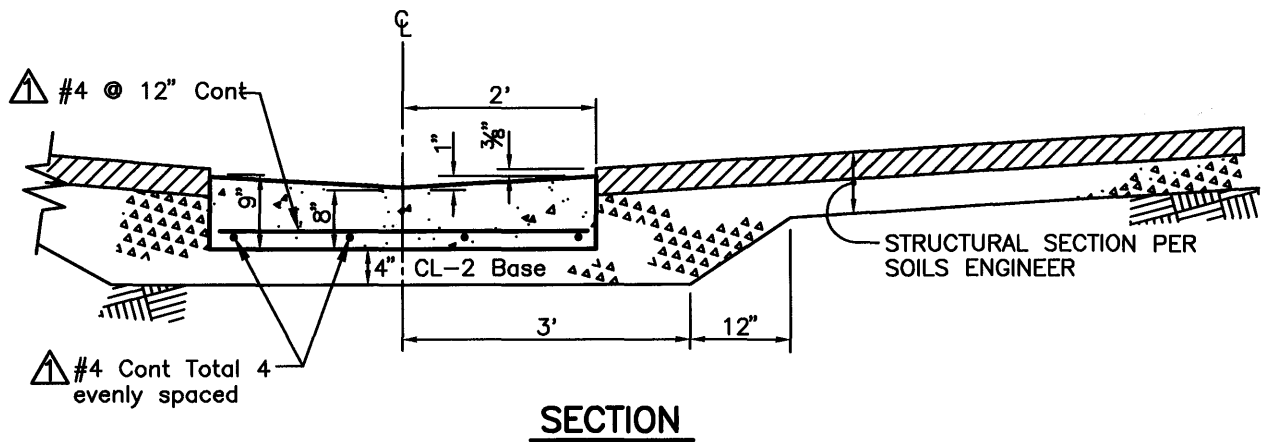
APPR.

Granville M. Bowman
Granville M. Bowman

STANDARD PLAN
2002

PLATE 116

SHEET 2 OF 2



NOTES:

1. REINFORCED CONCRETE (8" THICK WITH #4 BARS @ 12" O.C. BOTHWAYS).
2. ALL CONCRETE SHALL BE CLASS 520-A-2500 WITH 2LBS OF 3/4" LONG POLYPROPYLENE FIBERS PER CUBIC YARD.

REV.	APPR. BY	DATE

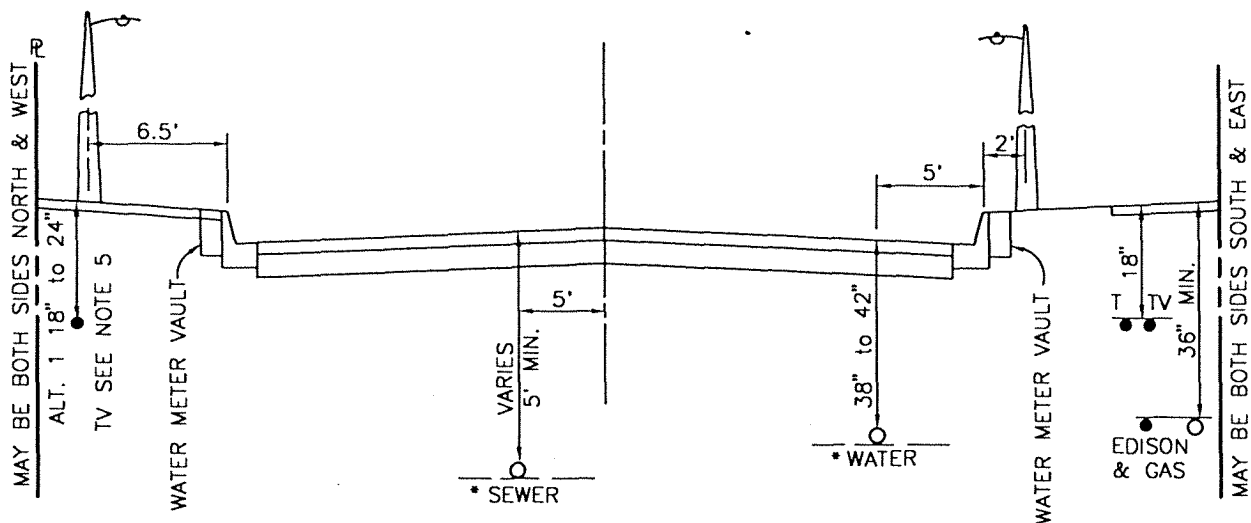
REV.	APPR. BY	DATE



RIBBON GUTTER		STANDARD PLAN 2002
DRAWN: STAFF	CKD.: STAFF	PLATE 117
Department of Public Works		
APPR.		SHEET 1 OF 1
L. Balderrama, PE, City Engineer		

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE



* MINIMUM SEPARATION REQUIRED WHEN ELECTRICAL CROSSES BENEATH SEWER & WATER

GENERAL NOTES

1. ALL INSTALLATIONS IN PUBLIC- RIGHT- OF WAY SHALL BE APPROVED BY THE CITY FOR LOCATION.
2. TWO COPIES OF PLANS DETAILING THE LOCATION OF ALL UNDERGROUND UTILITIES INSTALLED SHALL BE SUBMITTED BY THE SUBDIVIDER, OR THE PARTY MAKING THE INSTALLATION, TO THE CITY OF OXNARD FOR REVIEW AND APPROVAL.
3. CABLE TV SHALL CROSS STREETS (TRANSVERSE) AT DEPTH OF 36" PER STATE CODE.
4. TRENCH BACKFILL TO BE COMPACTED PER STANDARD SPECIFICATION OF PUBLIC WORKS CONSTRUCTION, SECTION 306-1.3.4 AND PLATE 602.
5. IN AREA PREVIOUSLY IMPROVED, CABLE TV SHALL BE INSTALLED PER ALT. 1.
6. DOES NOT COVER CONVENTIONAL UNDERGROUND ELECTRICAL SUBSTRUCTURES WITHIN RESIDENTIAL SUBDIVISION.
7. "AS-BUILTS" ARE REQUIRED FROM THE ENGINEER.
8. ENGINEERING STAKING MUST BE PROVIDED.
9. PERMIT FROM THE CITY IS REQUIRED FOR EACH TRENCH. DRY UTILITIES MAY SHARE A TRENCH.
10. IF WATER AND SEWER IS LOCATED AT A GREATER DEPTH THAN 6', SCE (750 VOLTS OR GREATER) WILL BE PERMITTED TO CROSS ABOVE SAME, BY USING P.C.C. IN A 4" MINIMUM THICKNESS ENCASEMENT, AS PER P.U.C..
11. ANY UTILITY CUTS ACROSS STREET WILL BE 90° TO STREET ALIGNMENT AND SHALL BE BACKFILLED WITH 2-SACK SLURRY.



CITY OF

UNDERGROUND UTILITIES LOCATED IN STREET

STANDARD PLAN
2002

DRAWN: STAFF CKD.: STAFF

Department of Public Works

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Granville M. Bowman
Granville M. Bowman

PLATE 120

SHEET 1 OF 1

REV.	APPR. BY	DATE
		9-21-95

REV.	APPR. BY	DATE

CITY OF

OXNARD

Department of Public Works

UNDERGROUND UTILITIES LOCATED IN ARTERIAL

DRAWN: STAFF

CKD: STAFF

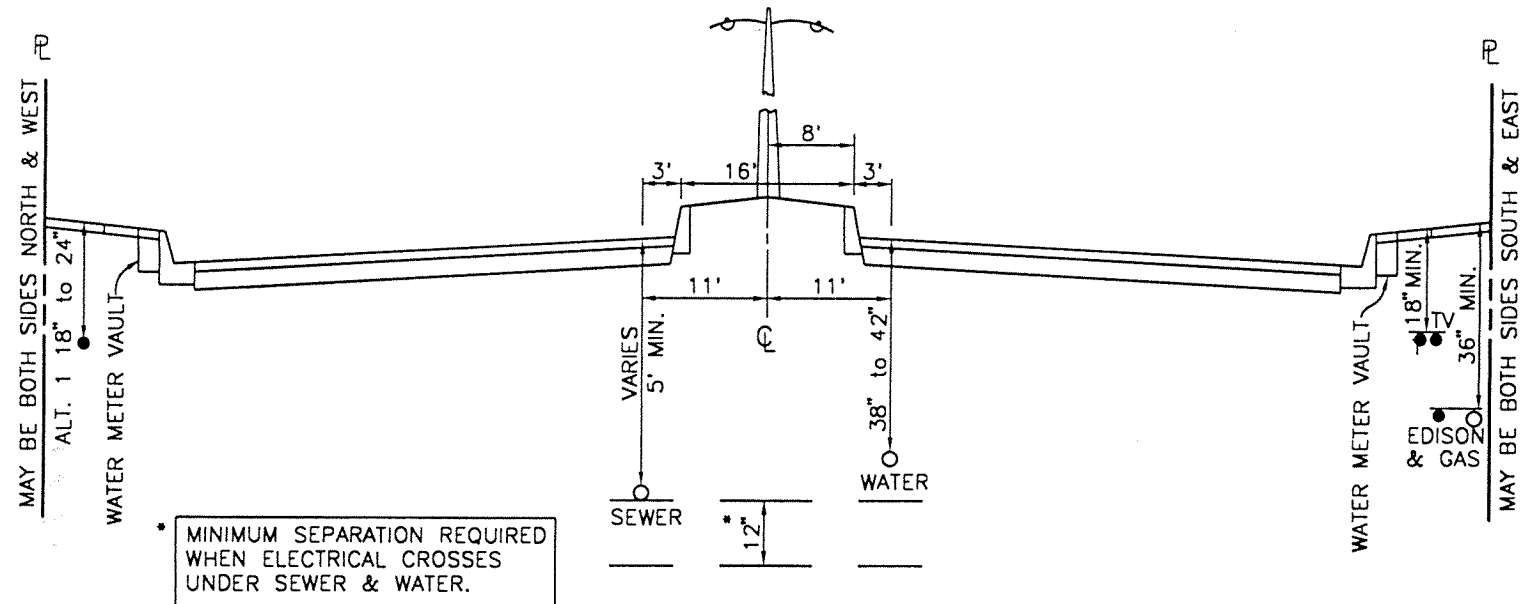
APPR. *Granville M. Bowman*

Granville M. Bowman

SHEET 1 OF 1

PLATE 121

STANDARD PLAN
2002

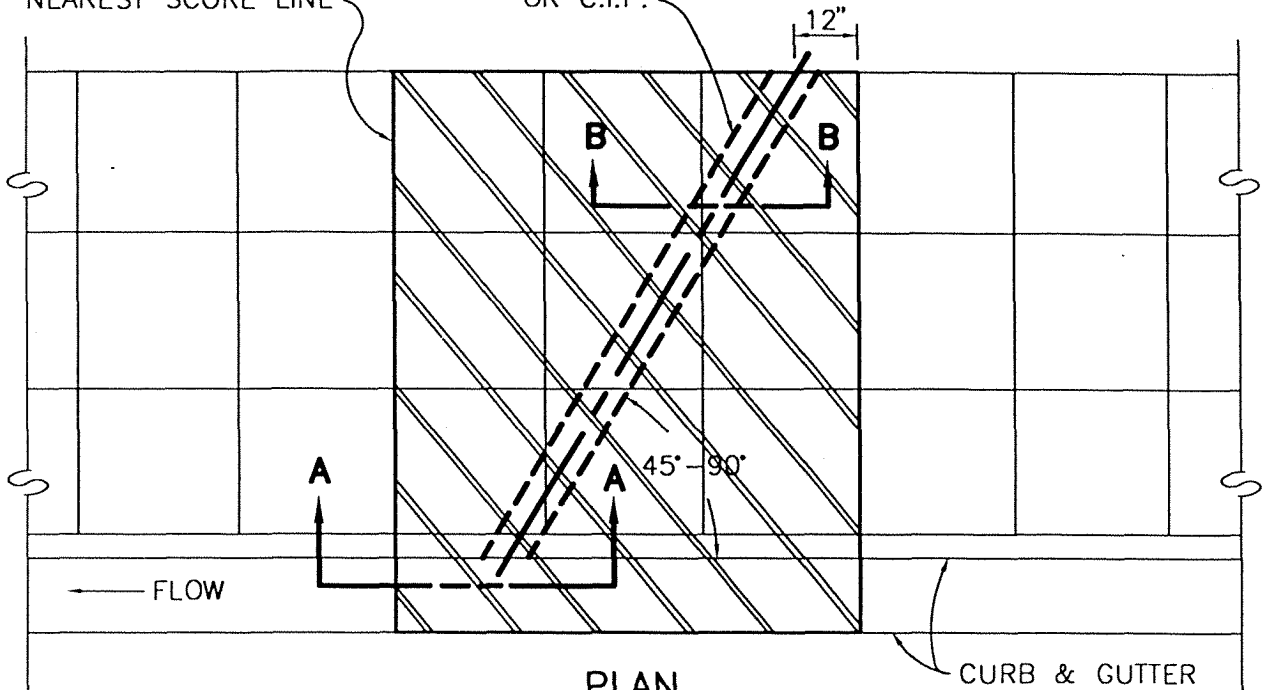


GENERAL NOTES

1. ALL INSTALLATIONS IN PUBLIC RIGHT OF WAY SHALL BE APPROVED BY THE CITY FOR LOCATION.
2. TWO COPIES OF PLANS DETAILING THE LOCATION OF ALL UNDERGROUND UTILITIES INSTALLED SHALL BE SUBMITTED BY THE SUBDIVIDER, OR THE PARTY MAKING THE INSTALLATION, TO THE CITY OF OXNARD FOR REVIEW AND APPROVAL.
3. CABLE TV SHALL CROSS STREETS (TRANSVERSE) AT DEPTH OF 36" PER STATE CODE.
4. ALL TRENCH BACKFILL TO BE COMPACTED PER STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION, SECTION 306-1.3.4 AND PLATE 602. TWO SACKS SLURRY BACKFILL ON ALL TRANSVERSE CUTS.
5. IN AREA PREVIOUSLY IMPROVED, CABLE TV SHALL BE INSTALLED PER ALT. 1.
6. DOES NOT COVER CONVENTIONAL UNDERGROUND ELECTRICAL SUBSTRUCTURES WITHIN RESIDENTIAL SUBDIVISION.
7. "AS-BUILTS" ARE REQUIRED FROM THE ENGINEER.
8. ENGINEERING STAKING MUST BE PROVIDED.
9. PERMIT FROM THE CITY IS REQUIRED FOR EACH TRENCH. DRY UTILITIES MAY SHARE A TRENCH.
10. IF WATER AND SEWER IS LOCATED AT A GREATER DEPTH THAN 6', S.C.E. (750 VOLTS OR GREATER) WILL BE PERMITTED TO CROSS ABOVE SAME, BY USING P.C.C. IN A 4" MINIMUM THICKNESS ENCASEMENT, AS PER P.U.C..
11. ANY UTILITIES CUTS ACROSS STREET WILL BE 90° TO STREET ALIGNMENT.

SAWCUT (TYP.) AT
NEAREST SCORE LINE

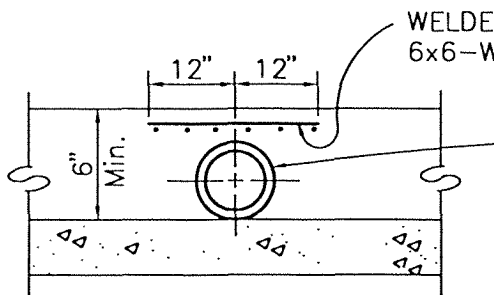
3" SCHEDULE 80 P.V.C.
OR C.I.P.



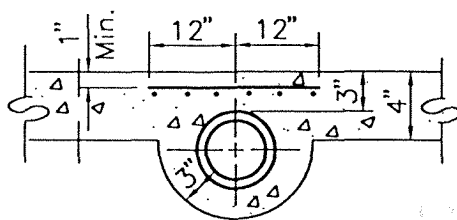
PLAN



REMOVE AND REPLACE EXISTING CONCRETE (4" THICK). PLACE EXPANSION JOINTS BETWEEN EXISTING AND NEW CONCRETE. ANGLE SHALL BE DETERMINED BY THE INSPECTOR.



SECTION A-A



SECTION B-B

NOTES:

1. EXISTING P.C.C. CURB MAY BE CORE DRILLED TO ACCEPT PIPE, AS APPROVED BY ENGINEER.
2. NO NEW SIDEWALK DRAINS ALLOWED IN RESIDENTIAL CONSTRUCTION. LIMITED USE ALLOWED IN NON-RESIDENTIAL AREAS WHERE STRUCTURES ABUT PUBLIC SIDEWALKS. PRIOR APPROVAL OF CITY ENGINEER REQUIRED FOR ALL INSTALLATIONS.



CITY OF

SIDEWALK DRAIN-PIPE

STANDARD PLAN
2002

DRAWN: STAFF

CKD.: STAFF

Department of Public Works

APPR.

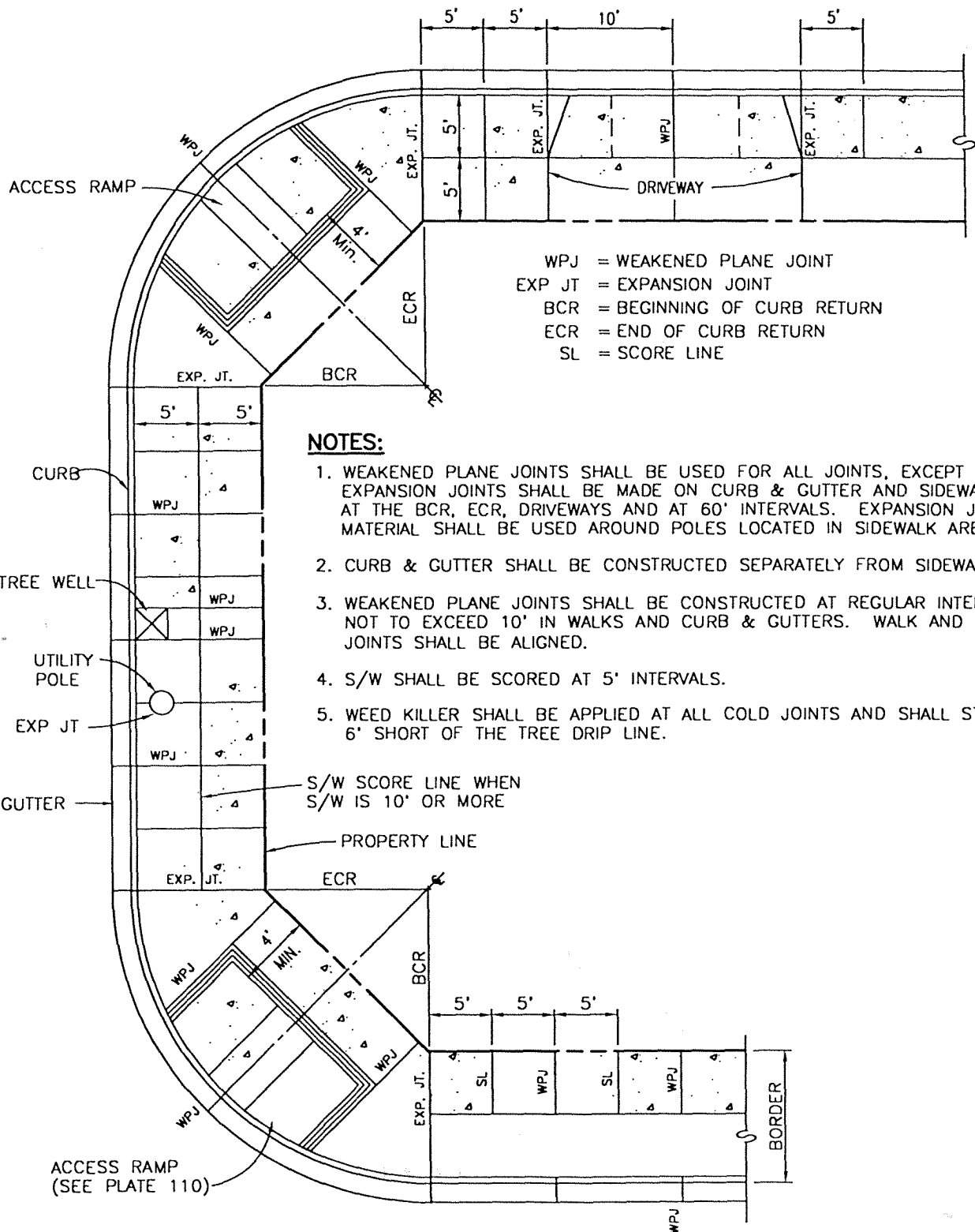
Granville M. Bowman
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PLATE 122

SHEET 1 OF 1

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE



WPJ = WEAKENED PLANE JOINT
EXP JT = EXPANSION JOINT
BCR = BEGINNING OF CURB RETURN
ECR = END OF CURB RETURN
SL = SCORE LINE

NOTES:

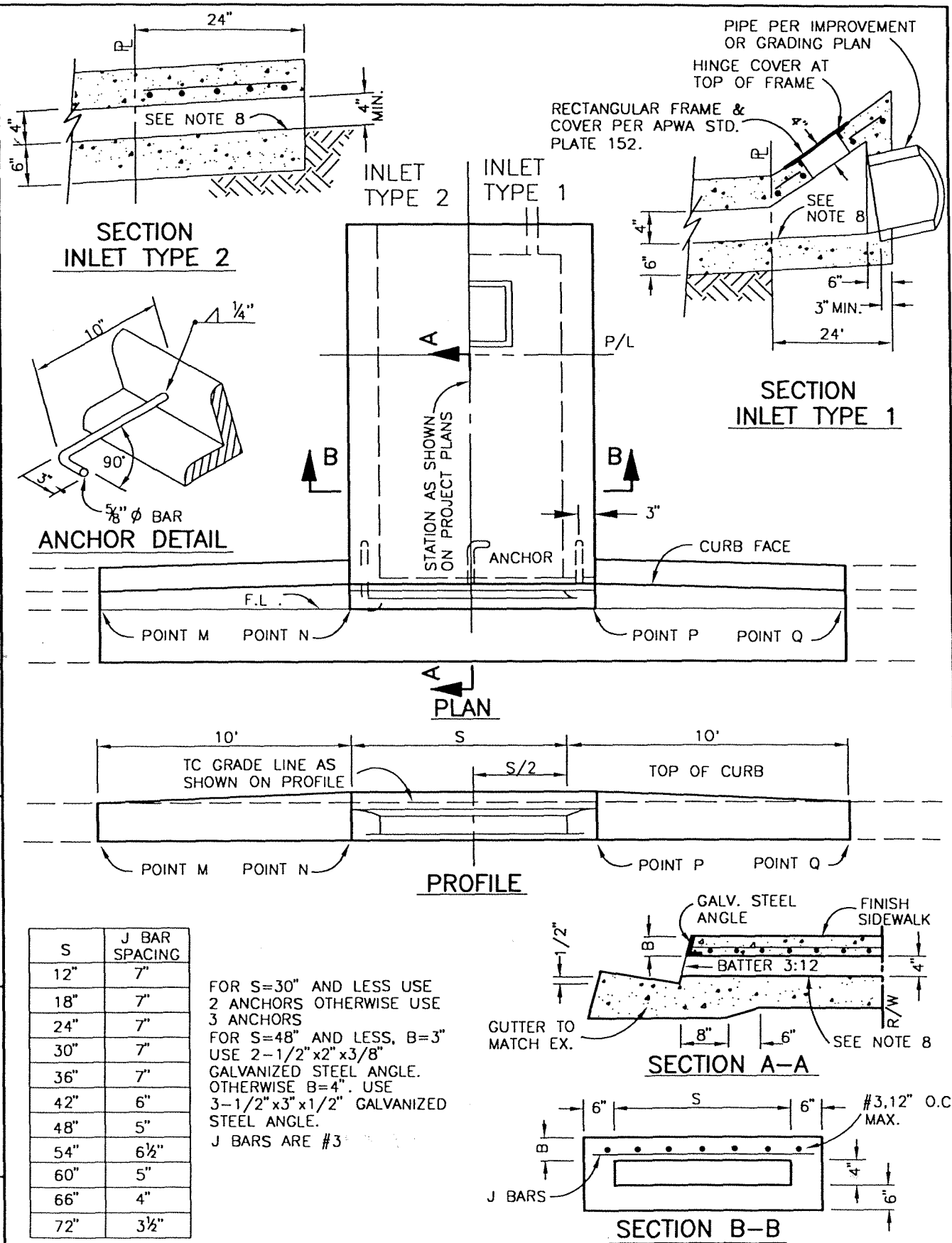
1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT EXPANSION JOINTS SHALL BE MADE ON CURB & GUTTER AND SIDEWALK AT THE BCR, ECR, DRIVEWAYS AND AT 60' INTERVALS. EXPANSION JOINT MATERIAL SHALL BE USED AROUND POLES LOCATED IN SIDEWALK AREAS.
2. CURB & GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.
3. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT TO EXCEED 10' IN WALKS AND CURB & GUTTERS. WALK AND CURB JOINTS SHALL BE ALIGNED.
4. S/W SHALL BE SCORED AT 5' INTERVALS.
5. WEED KILLER SHALL BE APPLIED AT ALL COLD JOINTS AND SHALL STOP 6' SHORT OF THE TREE DRIP LINE.

SEE PLATE 112 FOR ADDITIONAL INFORMATION ON EJ, WPJ, AND SCORING LINES - TYPICAL SPACING.

	CITY OF Oxnard		CURB AND SIDEWALK JOINTS		STANDARD PLAN 2002
	DRAWN: STAFF		CKD: STAFF <i>42</i>		
	Department of Public Works				
APPR. <i>Granville M. Bowman</i>					PLATE 113 SHEET 1 OF 1

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE



CITY OF

PARKWAY DRAIN

DRAWN: STAFF CKD.: STAFF

Department of Public Works

STANDARD PLAN 2002

PLATE 124

SHEET 1 OF 2

APPR.

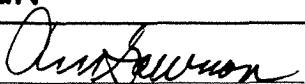
Granville M. Bowman

NOTES:

1. FLOOR OF BOX SHALL BE TROWLED SMOOTH.
2. IF THE TOE OF SLOPE IS ALLOWED WITHIN THE R/W, INLET TYPE 1 BEGINS AT THE TOE RATHER THAN AT THE R/W LINE.
3. FOR OPEN DITCH (TYPE 2), THE 24" EXTENSION BEYOND THE R/W LINE IS NOT REQUIRED WHEN BACK OF WALK IS 24" OR MORE FROM THE R/W LINE: HOWEVER, THE PIPE SHALL EXTEND TO THE R/W LINE IN ANY EVENT.
4. TOP OF INLET STRUCTURE (TYPE 1 & 2) SHALL BE FLUSH WITH ADJACENT SURFACE WHERE PRACTICAL.
5. A HEADED STEEL STUD WITH A $\frac{5}{8}$ " x 6- $\frac{3}{8}$, 1" HEAD ATTACHED BY A FULL PENETRATION BUTT WELD MAY BE USED AS AN ALTERNATE ANCHOR.
6. NORMAL CURB FACE AT POINT M AND Q. CURB FACE IS B + 5" AT POINT N AND P.
7. THE 3" LEG OF THE $\frac{5}{8}$ " DIA. ANCHORS SHALL BE PARALLEL TO THE TOP OF SIDEWALK.
8. SLOPE = 2.0%

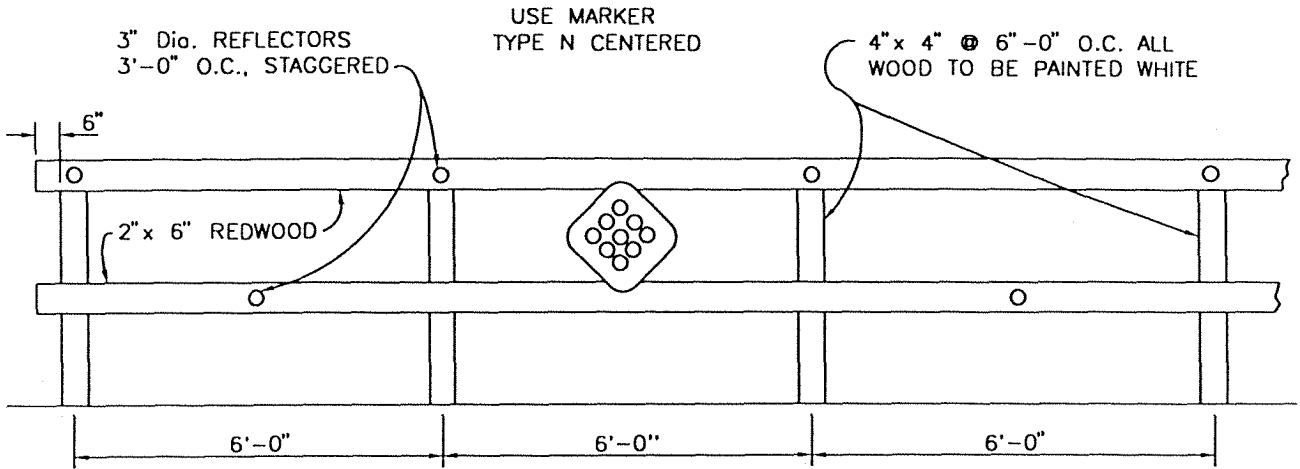
REV.	APPR. BY	DATE

REV.	APPR. BY	DATE

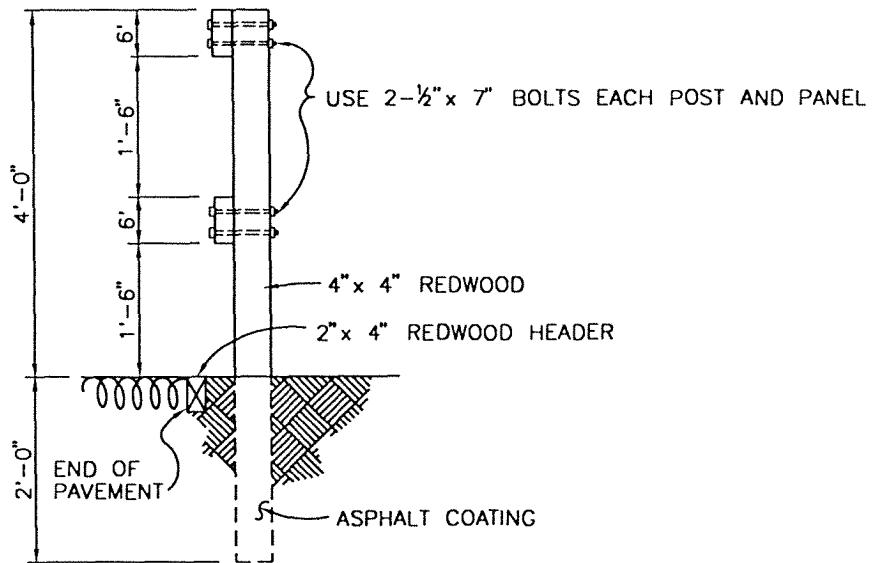
 CITY OF Oxnard	PARKWAY DRAIN		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STAFF	 APPR. <u>Granville M. Bowman</u>
	Department of Public Works		
			PLATE 124 SHEET 2 OF 2

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE



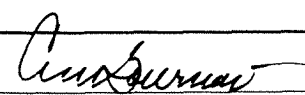
ELEVATION VIEW



CROSS SECTION

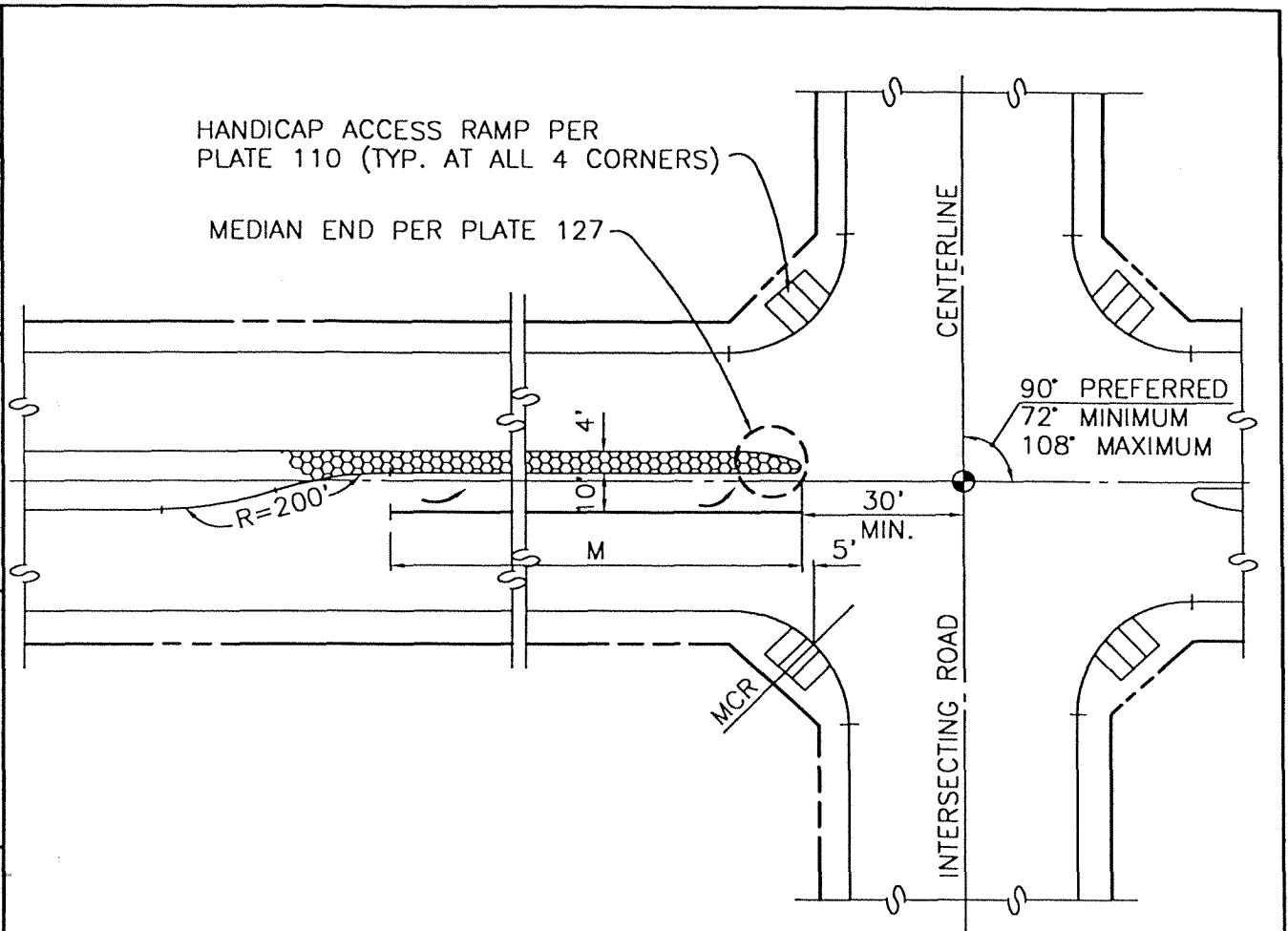
NOTES:

1. BARRICADE MUST EXTEND FROM PROPERTY LINE TO PROPERTY LINE.

	BARRICADE		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STAFF	 APPR. Granville M. Bowman
Department of Public Works			PLATE 125 SHEET 1 OF 1

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE



M=200' MINIMUM AT ARTERIAL INTERSECTING ROAD ACTUAL LENGTH TO BE DETERMINED BY THE CITY TRAFFIC ENGINEER.

NOTES:

1. MEDIAN CURB HEIGHT SHALL BE 8" UNLESS OTHERWISE APPROVED BY CITY ENGINEER.
2. COLORED STAMPED CONCRETE MEDIAN PAVING SHALL CONFORM TO THE REQUIREMENTS AND APPROVAL OF PARKS.
3. DECORATIVE SCORED CONCRETE IN TRAVEL WAYS AND INTERSECTIONS SHALL BE DESIGNED TO WITHSTAND PROPER TRAFFIC INDEX AS OUTLINED IN SECTION 14, PLATE 8.
4. MINIMUM SPACING FOR FULL ACCESS MEDIAN BREAKS SHALL BE 1320' ON ARTERIALS UNLESS OTHERWISE APPROVED BY THE CITY TRAFFIC ENGINEER.



CITY OF

INTERSECTION AND LEFT TURN POCKET

STANDARD PLAN
2002

DRAWN: STAFF

CKD.: STAFF

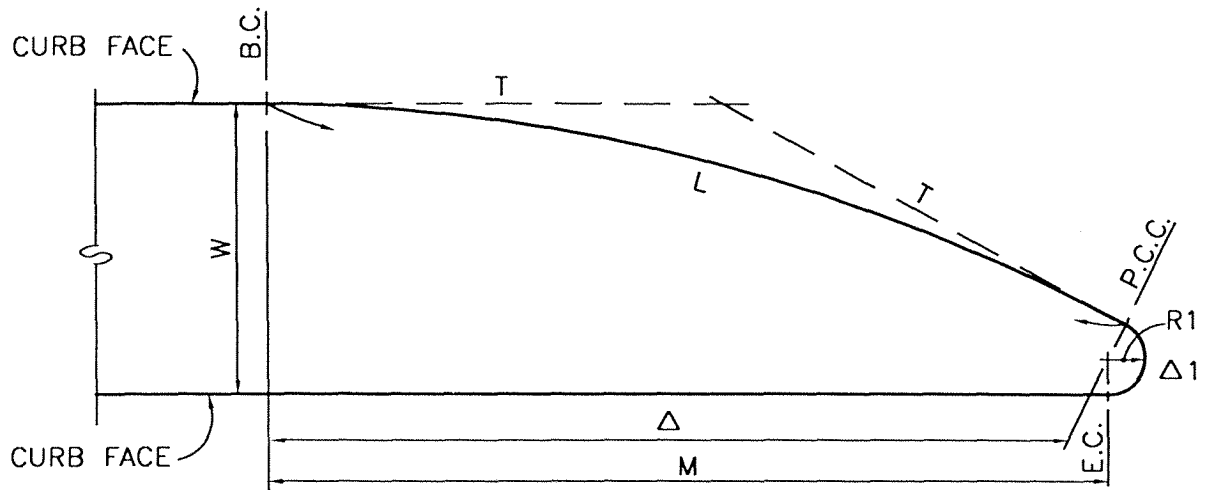
Department of Public Works

APPR.

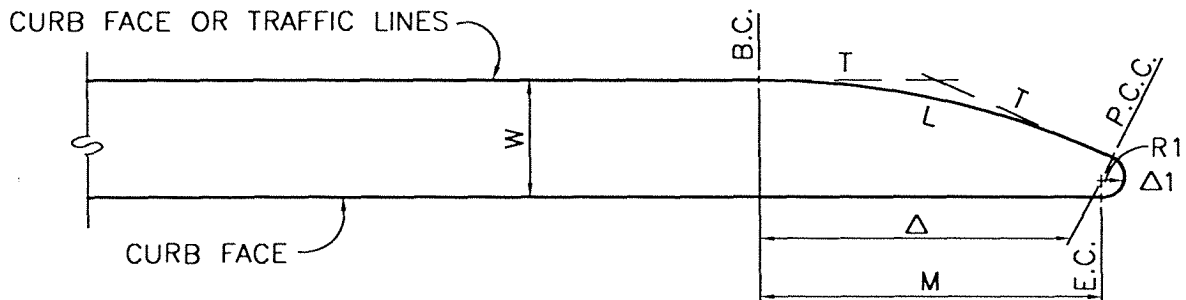
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PLATE 126

SHEET 1 OF 1



MEDIAN END



LEFT TURN POCKET FINGER

W	M	R	Δ	T	L	R1	Δ1	L1	T1
14'	43.13'	100'	26° 06' 32"	23.19'	45.57'	2'	153° 53' 28"	5.37'	8.63'
4'	13.86'	50'	16° 25' 35"	7.22'	14.33'	1'	163° 34' 25"	2.85'	6.93'
16'	46.99'	100'	28° 39' 06"	25.54'	50.01'	2'	151° 20' 54"	5.28'	7.83'
6'	19.39'	50'	23° 18' 41"	10.31'	20.34'	1'	156° 41' 19"	2.73'	4.85'

NOTE:

ALL NECESSARY SIGNING AND STRIPING SHALL BE IN ACCORDANCE WITH THE CURRENT STATE STANDARDS AND/OR AS DIRECTED BY THE CITY ENGINEER.



CITY OF

MEDIAN ENDS DETAIL

DRAWN: STAFF

CKD.: STAFF

Department of Public Works

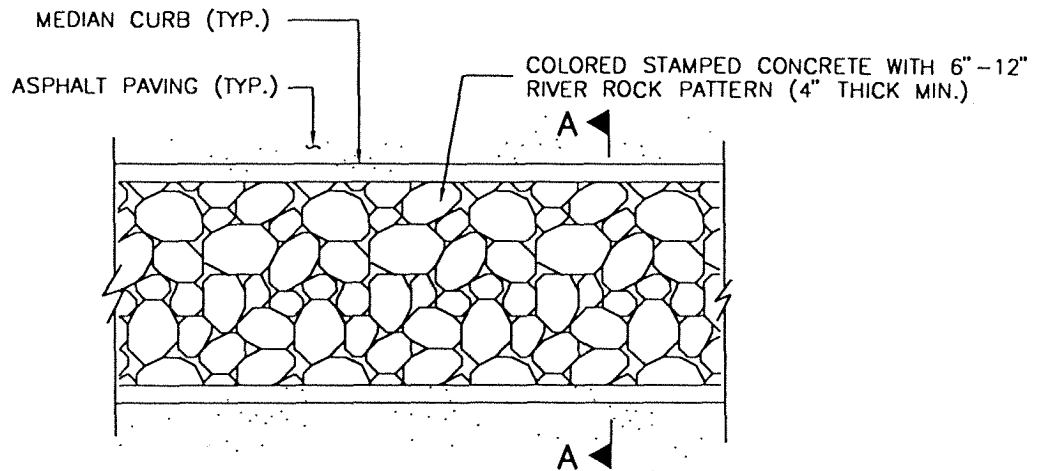
APPR.

Granville M. Bowman

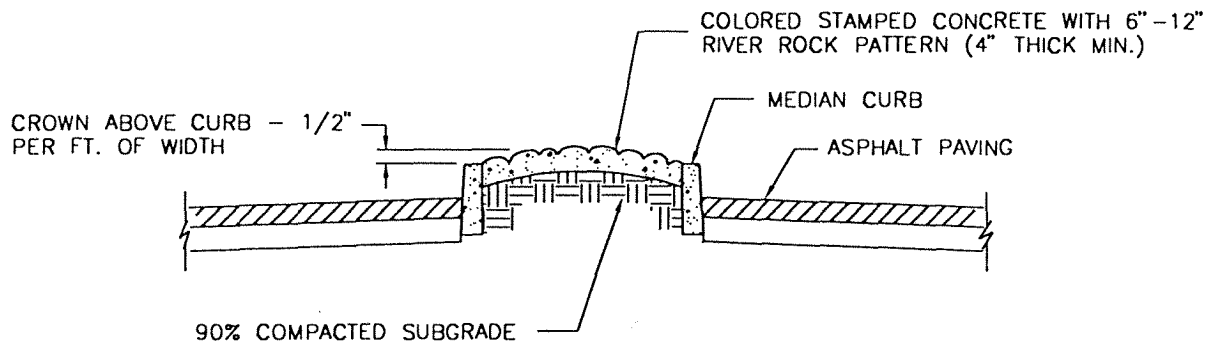
STANDARD PLAN
2002

PLATE 127

SHEET 1 OF 1



PLAN VIEW



SECTION A-A

NOTES:

1. STAMPED CONCRETE SHALL BE 6'-12" RIVER ROCK PATTERN. COLOR SHALL BE PECAN TAN # A55P. STAMPED PATTERN SHALL BE FROM BOMANITE & COLORS SHALL BE FROM L. M. SCOFIELD CO. OR APPROVED EQUAL.
2. THE PATTERN IMPRINT SHALL BE 1" MIN. DEPTH.
3. THE PATTERN JOINT WIDTH (BETWEEN SIMULATED ROCKS) SHALL BE 1/4" MIN. - 1 1/4" MAX.
4. ALL JOINTS SHALL BE UNGROUTED.
5. ORIENT WEAKEN PLANE LINES ACROSS THE SHORT DIMENSION ON THE PATTERN AND AT INTERVALS NOT TO EXCEED 15'.
6. PLASTIC SHEETING SHALL BE LAID OVER CONCRETE PRIOR TO STAMPING PATTERN TO PRODUCE "LOAFED" SURFACES.
7. APPLY COLORWAX TO ALL SURFACES.



CITY OF

STAMPED CONCRETE MEDIAN DETAIL

STANDARD PLAN
2002

DRAWN: STAFF CKD.: STAFF

Department of Public Works

APPR.

Granville M. Bowman

PLATE 128

SHEET 1 OF 1

CURVE DATA: (ON CURB LINE)

R=50'
 $\Delta=25^{\circ}50'31''$
 L=22.55'
 T=11.47'

43.59'

50' Min. (SEE NOTE 2)
 60' PREFERRED

43.59'

NO
PARKING
BUS
STOP

NO
PARKING
BUS
STOP

R=50'

R=50'

R=50'

R=50'

PCC PAD

SEE NOTE 4

SIDEWALK
PER PL 112

BUS SHELTER

PLAN

A.C. WEDGE, A.C.
SHALL BE 8"
THICK ADJACENT
TO CONCRETE

MATCH EXISTING
GUTTER

A.C. PVMT.

BASE

#4 @ 12" O.C.
BOTHWAYS

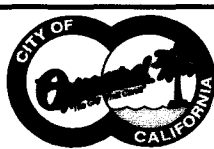
6" Min. CMB,
CL-2 BASE OR
RECYCLED PMB
W/ CL-2 GRADATION

TYPE A3-6 CURB & GUTTER
CROSS FALL ON GUTTER
MODIFIED TO MATCH
ADJACENT SLAB

SECTION A-A

NOTES:

1. ALL CONCRETE SHALL BE CLASS 560-C-3250 WITH 2LBS OF 3/4" LONG POLYPROPYLENE FIBERS PER CUBIC YARD. STEEL SHALL BE GRADE 40.
2. FOR EACH ADDITIONAL PASS THROUGH BUS BERTH ADD 50' AND FOR EACH ADDITIONAL LAYOVER BUS BERTH ADD 80'.
3. APPLY WEED KILLER AT ALL JOINTS.
4. TURNOUT TO MATCH EXPANSION OR WEAKENED PLANED JOINTS IN CURB.



BUS TURNOUT - FOR STREET WITHOUT PARKING LANE

DRAWN: A. ROQUE CKD.: HUNG LE

Department of Public Works

APPR. *L. Balderama*
 L. Balderama, PE, City Engineer

STANDARD PLAN
2002

PLATE 200

SHEET 1 OF 1

248

TYPICAL HYDRANT MARKER LOCATION

- ⊙ - FIRE HYDRANT
- - BLUE PAVEMENT MARKER

FIGURE 1
TWO LANE STREET

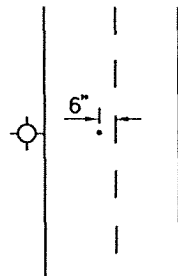


FIGURE 2
MULTI-LANE STREET

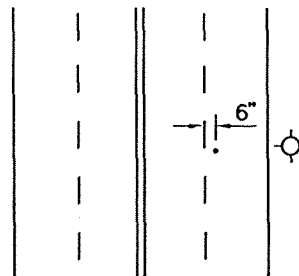


FIGURE 3
AN INTERSECTION

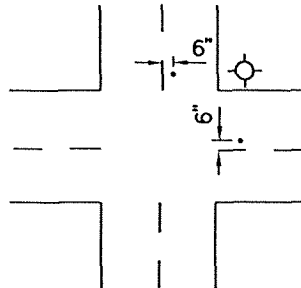


FIGURE 4
FOUR LANE STREET WITH TURN LANE AT INTERSECTION

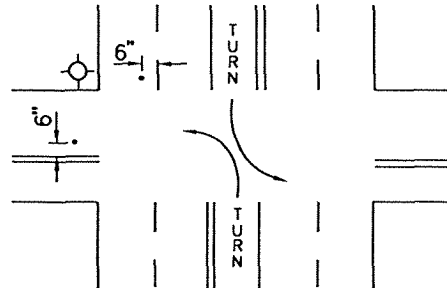


FIGURE 5
MULTI-LANE STREET WITH TURN LANE

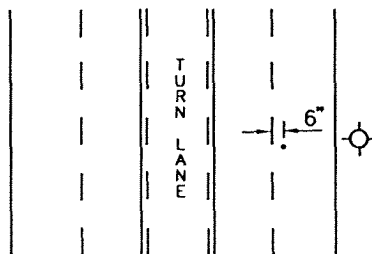
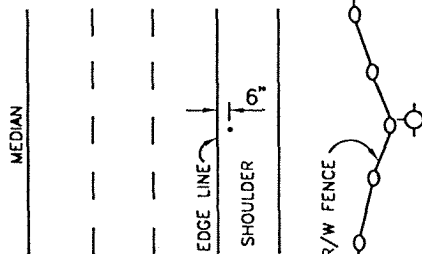


FIGURE 6
FREEWAYS AND EXPRESSWAYS



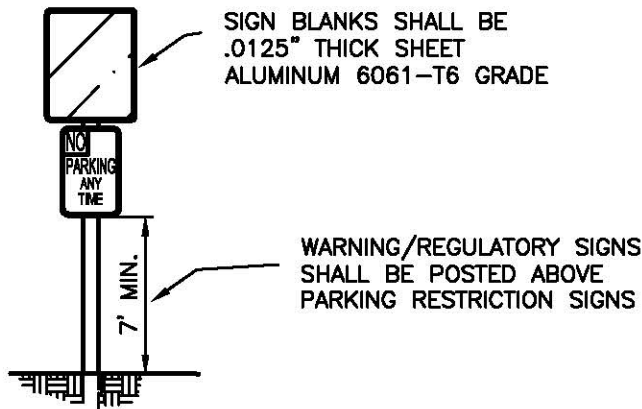
NOTES:

1. INSTALL TWO-WAY BLUE REFLECTIVE MARKERS. MARKERS SHALL BE AS SPECIFIED IN CALTRANS STANDARD SPECIFICATIONS AND APPROVED BY FIRE CHIEF.
2. INSTALL MARKERS WITH EPOXY APPROVED BY THE CITY TRAFFIC ENGINEER.

	CITY OF		BLUE REFLECTIVE PAVEMENT MARKERS		STANDARD PLAN 2002
	DRAWN: STAFF		CKD.: STAFF		PLATE 202
Department of Public Works			APPR. Granville M. Bowman		SHEET 1 OF 1

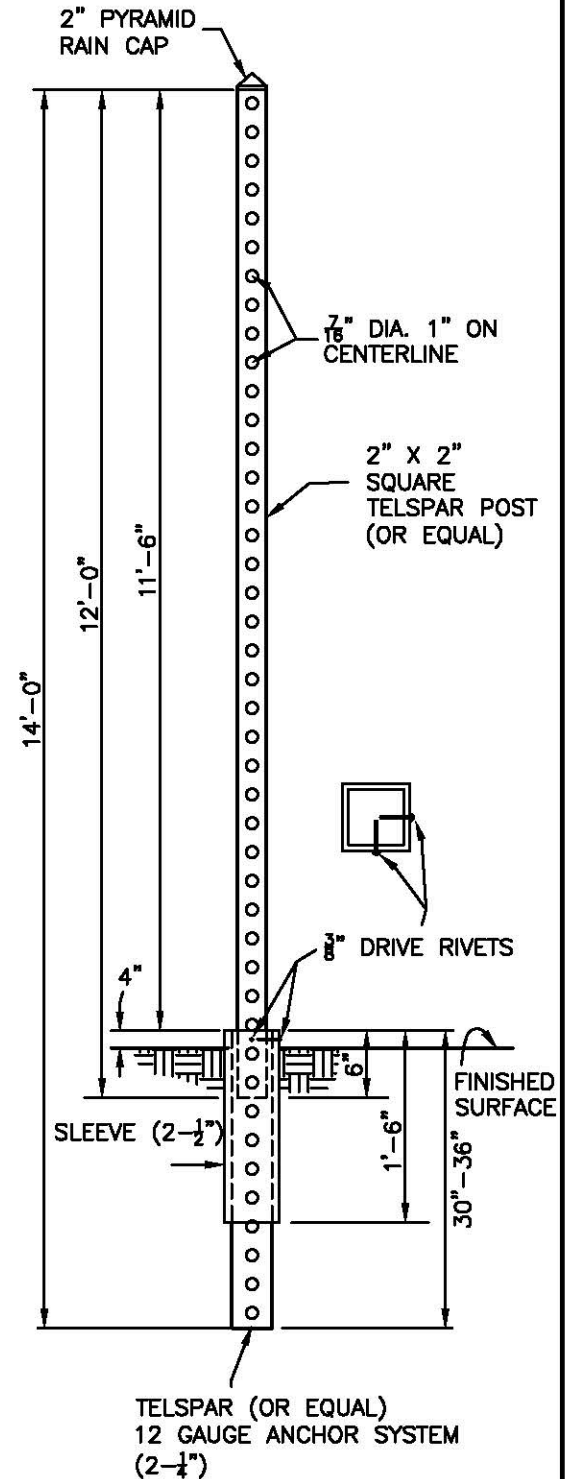
REV.	APPR. BY	DATE

REV.	APPR. BY	DATE



NOTES:

1. GALVANIZED PARTS SHALL BE HOT-DIP GALVANIZED CONFORMING TO COATING DESIGNATION G-90.
2. SIGNS SHALL BE A MINIMUM OF 4 FT AWAY FROM FIRE HYDRANTS, UNDERGROUND UTILITIES, AND NOT CONSTRICT ACCESSIBLE PATH TO LESS THAN 4 FEET.
3. SIGN SPECIFICATIONS/LAYOUT SHALL CONFORM TO THE CA-MUTCD & CALTRANS SIGN SPECIFICATIONS SHEETS (LATEST REVISIONS). SIGNS SIZES SHALL BE FOR CONVENTIONAL ROADS, UNLESS OTHERWISE SPECIFIED.
4. SCHOOL AREA AND PEDESTRIAN WARNING SIGNS SHALL HAVE FLUORESCENT YELLOW-GREEN (RETROREFLECTIVE) BACKGROUND.
5. SIGN SHEETING SHALL BE TYPE XI FULL CUBE TECHNOLOGY (UNMETALLIZED) SUCH AS 3M DIAMOND GRADE DG3 SHEETING OR EQUAL CONFORMING TO ASTM D4956 TYPE XI SPECIFICATIONS.
6. SIGNS SHALL INCLUDE DUAL-PURPOSE PROTECTIVE OVERLAY FILM (UV AND ANTI-GRAFFITI PROTECTION) 3M 1160IA OR EQUAL.
7. SIGN IMAGING SHALL CONSIST OF DIGITAL PRINTING OR SILK SCREENING.
8. A 3" CORED HOLE SHALL BE USED WHEN POST IS INSTALLED WITHIN CONCRETE OR ASPHALT. WHEN INSTALLING IN SOIL, ANCHOR AND SLEEVE SHALL BE DRIVEN INTO SOIL TOGETHER, LEAVING A PROTRUSION NO MORE THAN 4".
9. THE BACK OF THE SIGN SHALL INCLUDE A DECAL WITH THE FOLLOWING IMPRINTED:
 - "PROPERTY OF THE CITY OF OXNARD"
 - FABRICATORS NAME
 - YEAR OF FABRICATION
 - TYPE OF REFLECTIVE SHEETING



POST DETAILS
DRAWINGS NOT TO SCALE



SIGN POST INSTALLATION

DRAWN: M. GUILLEN CKD.: E. LEWIS

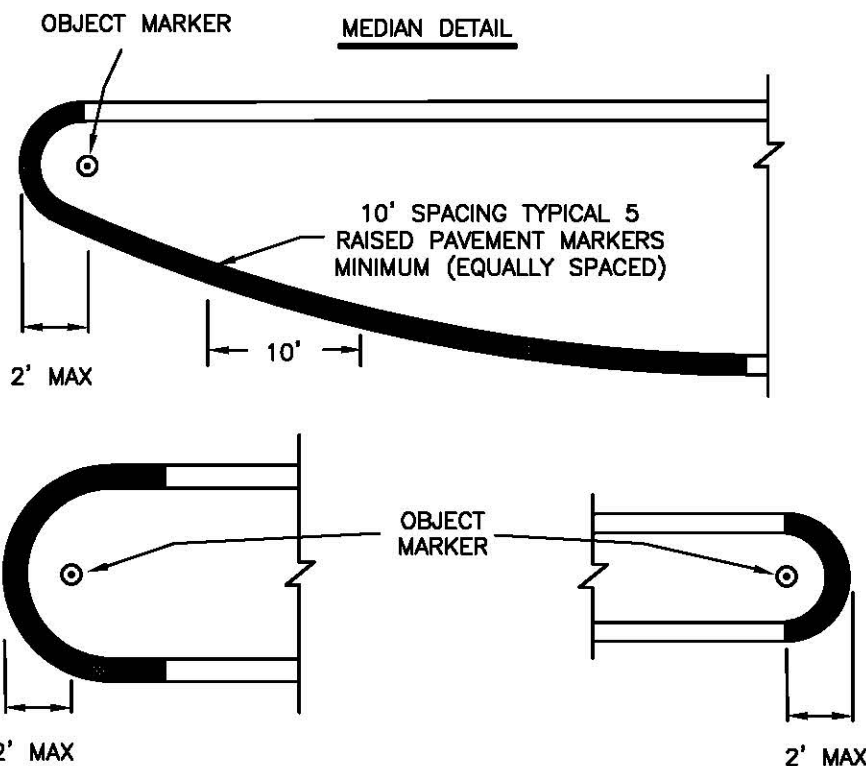
Department of Public Works

APPR. *Morgan Kessler*
MORGAN KESSLER, PE

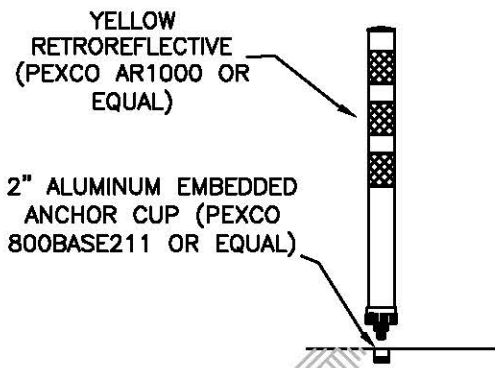
STANDARD PLAN
PLATE 203
SHEET 1 OF 1

REV.	APPR.	BY	DATE

REV.	APPR.	BY	DATE

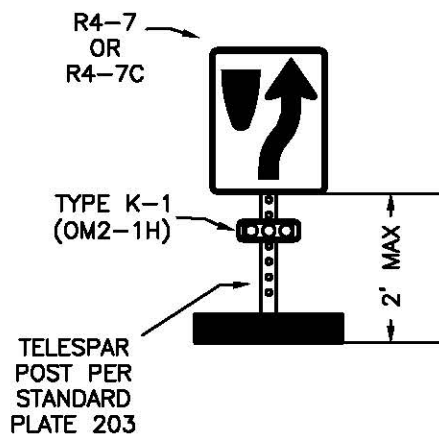


OBJECT MARKER OPTION "A"

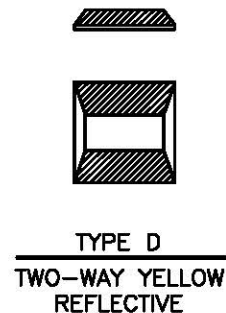


18" MARKER (CADDDETAIL.COM/INFO
REF NUMBER 644-062 OR EQUAL)

OBJECT MARKER OPTION "B"



RAISED PAVEMENT MARKER



LEGEND

- ⊙ OBJECT MARKER "A" OR "B" (TYPE AND NEED TO BE DETERMINED BY CITY TRAFFIC ENGINEER)
- TYPE D TWO-WAY REFLECTIVE RAISED PAVEMENT MARKER
- YELLOW PAINT WITH REFLECTIVE GLASS BEADS

DRAWING NOT TO SCALE



MEDIAN NOSE TREATMENT

DRAWN: M. GUILLEN CKD.: E. LEWIS

Department of Public Works

APPR. *Morgan Kessler*
MORGAN KESSLER, PE

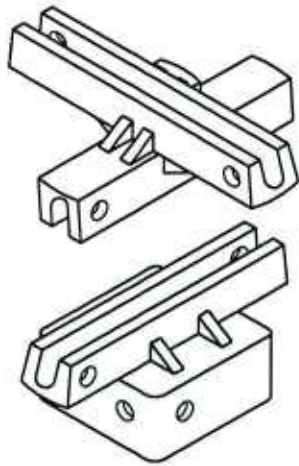
STANDARD PLAN

PLATE 204

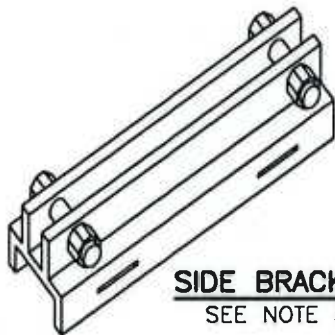
SHEET 1 OF 1

REV.	APPR.	BY	DATE

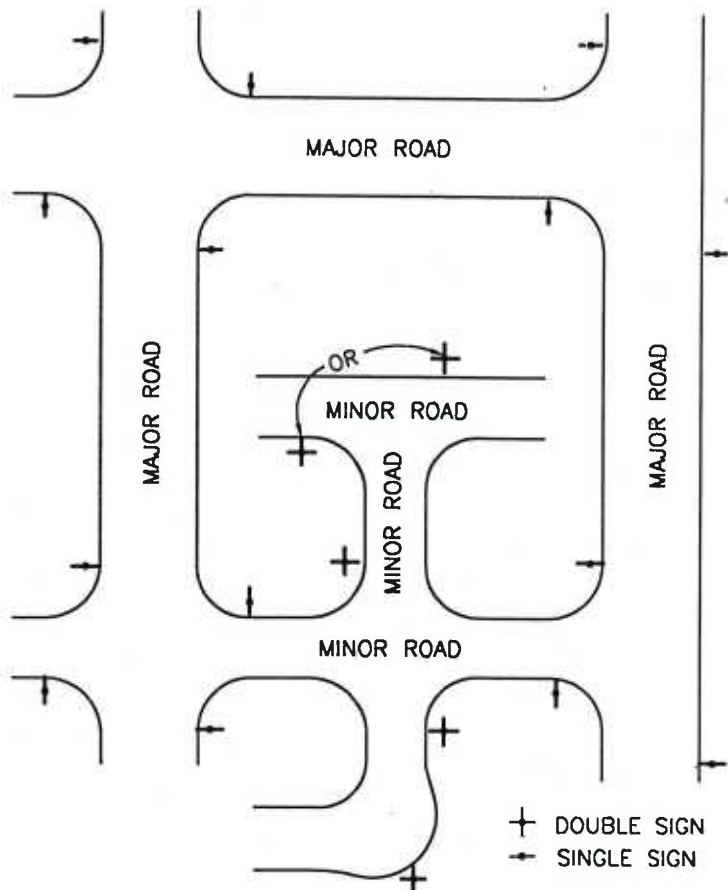
REV.	APPR.	BY	DATE



POST CAP
SEE NOTE 4



SIDE BRACKET
SEE NOTE 5



NOTES:

1. BOTTOM OF STREET NAME SIGNS SHALL BE A MINIMUM OF 9(NINE) FEET ABOVE GROUND.
2. INSTALL STREET NAME SIGNS ABOVE ANY STOP SIGNS, IF APPLICABLE.
3. SIGN POSTS SHALL BE 2 INCH SQUARE PER PLATE 203 SHEET 2 OF 2. MOUNT ON ELECTROLIER OR SIGNAL POLES WHEN PRACTICAL.
4. FOR POST MOUNT, USE ALUMINUM POST CAP BRACKETS WITH 5 INCH LONG SLOTS. SLOT WIDTH: .280" WITH STANDARD STAINLESS STEEL SET SCREWS.
5. FOR ELECTROLIER OR SIGNAL MOUNT, USE STRAP-ON ALUMINUM SIDE BRACKET 9 INCHES LONG. BAND WITH HEAVY DUTY 5/8" x .32" STAINLESS STEEL STRAP.
6. REFER TO PLATE 203 FOR ADDITIONAL SIGN INFORMATION.
7. WHERE SIDEWALK IS LESS THAN 5 FEET AND ADJACENT TO CURB, LOCATE POST BEHIND SIDEWALK. NO PORTION OF SIGN SHALL EXTEND PAST CURB.
8. ALL SIGNS SHALL BE ORDERED FROM THE CITY OF OXNARD.



STREET NAME SIGN

DRAWN: A. Roque CKD.: E. Hipolito

Department of Public Works

APPR. *[Signature]* 1-6-06
L. Balderrama, City Engineer

STANDARD PLAN
2002

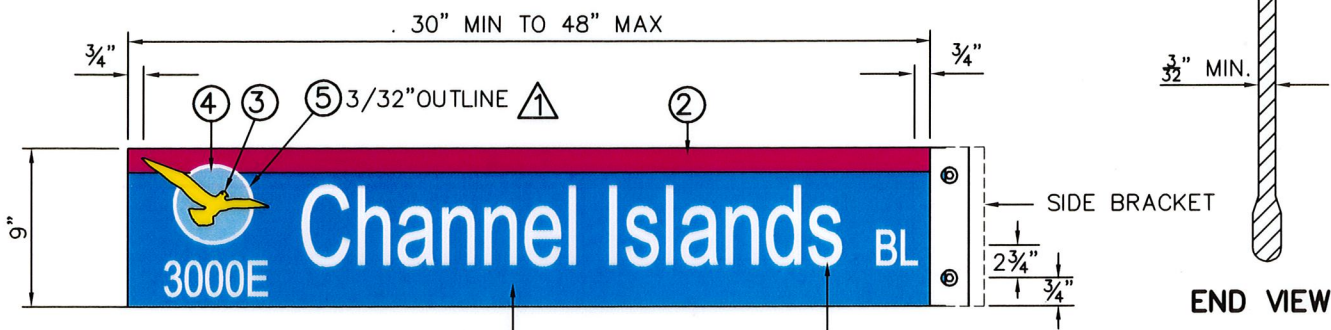
PLATE 205

SHEET 1 OF 2

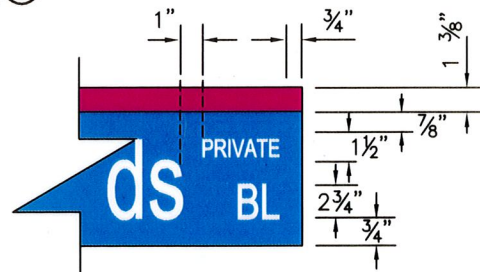
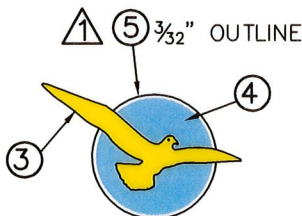
SIDE BRACKET
SEE NOTE 5
PLATE 205
SHT 1 OF 2



FRONT DETAIL



BACK DETAIL



PRIVATE ST SIGN DETAIL

COLOR SCHEDULE

NO.	COLOR NO.	COLOR NAME	FINISH
①	PMS 653c	BLUE	3M TRANSPARENT INK
②	PMS 248c	VIOLET	3M TRANSPARENT INK
③	PMS 128c	YELLOW	3M TRANSPARENT INK
④	PMS 284c	LT. BLUE	3M TRANSPARENT INK
⑤	3M DIAMOND GRADE CUBE REFLECTIVE 4090 WHITE SHEETING		

- SURFACE SHALL BE COVERED WITH 3M DIAMOND GRADE CUBE REFLECTIVE 4090 SHEETING WITH COLORS SCREENED PRINTED AND APPLY 1160A PROTECTIVE OVERLAY FILM FOR A MATCHED COMPONENT SYSTEM WARRANTY.
- TEXT SHALL BE FHWA SERIES C FRUTIGER WITH 6" UPPERCASE AND 4 1/2" LOWERCASE LETTERING.
- LOGO SHALL BE PLACED ON THE LEFT SIDE OF EACH SIGN FACE AS SHOWN. SIGNS ARE DOUBLE SIDED.
- ALL SIGNS SHALL BE ORDERED FROM THE CITY OF OXNARD.
- SIGN PANEL IS "I" SHAPED EXTRUDED ALUMINUM 9" WIDE, MINIMUM LENGTH 30" MAXIMUM 48".
- ABBREVIATIONS SHALL BE USED FOR TYPE OF STREET EXCEPT LETTERED STREETS (I.E. A STREET).
- STREET NAME SIGN FOR PRIVATE STREET SHALL INCLUDE THE WORD "PRIVATE" AT THE UPPER RIGHT CORNER OF THE PLATE AS SHOWN ON THE ABOVE DETAIL.



STREET NAME SIGN

DRAWN: C. GIRON CKD.: A. WITHANAGE

Department of Public Works

APPR.

ROBERT HEARNE, PE

STANDARD PLAN
2002

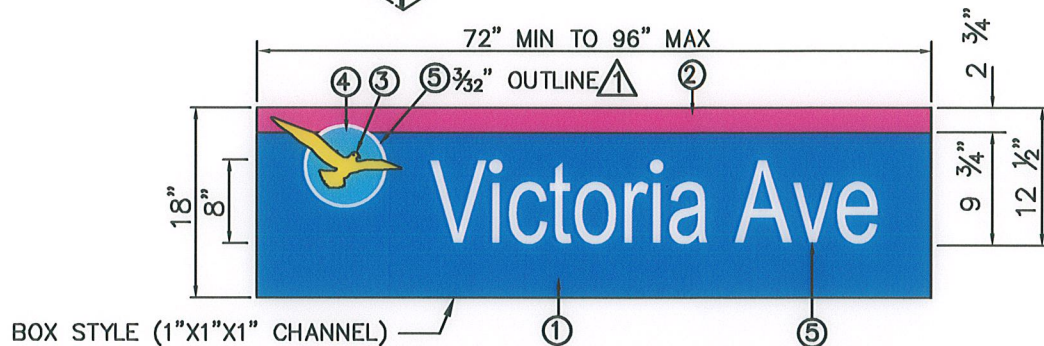
PLATE 205

SHEET 2 OF 2

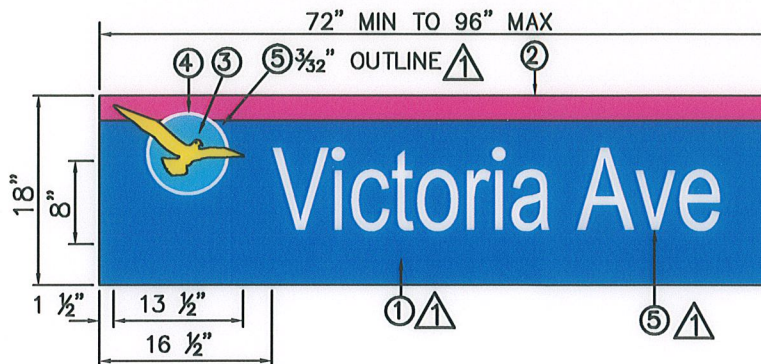
SA100 HEAVY DUTY
ADJUSTABLE BRACKET

SA100 HEAVY DUTY
FIXED BRACKET

1"x1"x1" ALUMINUM
CHANNEL "PICTURE
FRAME"



OVERHEAD STREET NAME SIGN



ADVANCE STREET NAME SIGN

COLOR SCHEDULE

NO.	COLOR NO.	COLOR NAME	FINISH
①	PMS 653c	BLUE	3M TRANSPARENT INK
②	PMS 248c	VIOLET	3M TRANSPARENT INK
③	PMS 128c	YELLOW	3M TRANSPARENT INK
④	PMS 284c	LT. BLUE	3M TRANSPARENT INK
⑤	3M DIAMOND GRADE CUBE REFLECTIVE 4090 WHITE SHEETING		

- SURFACE SHALL BE COVERED WITH 3M DIAMOND GRADE CUBE REFLECTIVE 4090 SHEETING WITH COLORS SCREENED PRINTED AND APPLY 1160A PROTECTIVE OVERLAY FILM FOR A MATCHED COMPONENT SYSTEM WARRANTY.
- TEXT SHALL BE FHWA SERIES C FRUTIGER WITH 8" UPPERCASE AND 6" LOWERCASE LETTERING.
- LOGO SHALL BE PLACED ON THE LEFT SIDE OF EACH SIGN FACE.
- ALL SIGNS SHALL BE ORDERED FROM THE CITY OF OXNARD.



OVERHEAD & ADVANCE STREET NAME SIGN

DRAWN: C. GIRON CKD.: A. WITHANAGE

Department of Public Works

APPR. *R. Hearne*
ROBERT HEARNE, PE

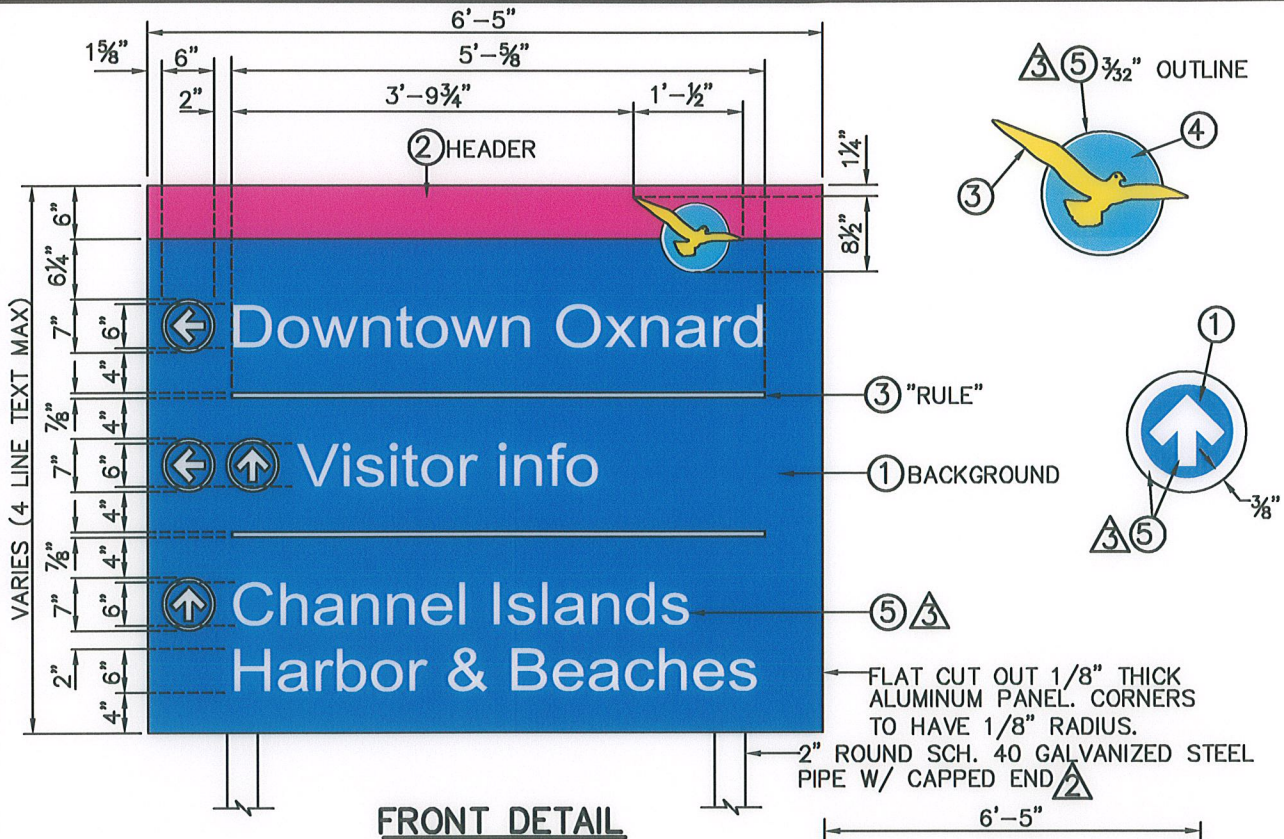
STANDARD PLAN
2002

PLATE 206

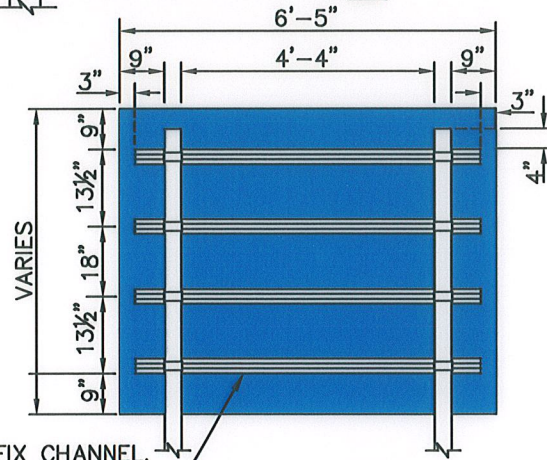
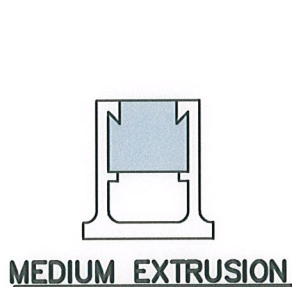
SHEET 1 OF 1

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE
3	Robert Hearne	6/21/16
1	Lou B.	4/19/06
2	Lou B.	10/19/06



FRONT DETAIL



BACK DETAIL

COLOR SCHEDULE

NO.	COLOR NO.	COLOR NAME	FINISH
①	PMS 653c	BLUE	3M TRANSPARENT INK
②	PMS 248c	VIOLET	3M TRANSPARENT INK
③	PMS 128c	YELLOW	3M TRANSPARENT INK
④	PMS 284c	LT. BLUE	3M TRANSPARENT INK
⑤	3M DIAMOND GRADE CUBE REFLECTIVE 4090 WHITE SHEETING		

- SURFACE SHALL BE COVERED WITH 3M DIAMOND GRADE CUBE REFLECTIVE 4090 SHEETING WITH COLORS SCREENED PRINTED AND APPLY 1160A PROTECTIVE OVERLAY FILM FOR A MATCHED COMPONENT SYSTEM WARRANTY.
- TEXT SHALL BE FHWA SERIES C FRUTIGER WITH 6" UPPERCASE AND 4 1/2" LOWERCASE LETTERING.
- LAST LINE OF TEXT SHALL BE 4" FROM BOTTOM OF SIGN. MAX HEIGHT OF SIGN SHALL BE 5'-3".
- THREE LINES OF TEXT MAXIMUM EXCEPT AS SHOWN.
- ALL SIGNS SHALL BE ORDERED FROM THE CITY OF OXNARD. FINAL TEXT LAYOUT SHALL BE APPROVED BY THE CITY TRAFFIC ENGINEER PRIOR TO THE CONSTRUCTION OF SIGN.



WAYFINDING SIGN

DRAWN: C. GIRON CKD.: A. WITHANAGE
Department of Public Works

APPR. *R. Hearne*
 ROBERT HEARNE, PE

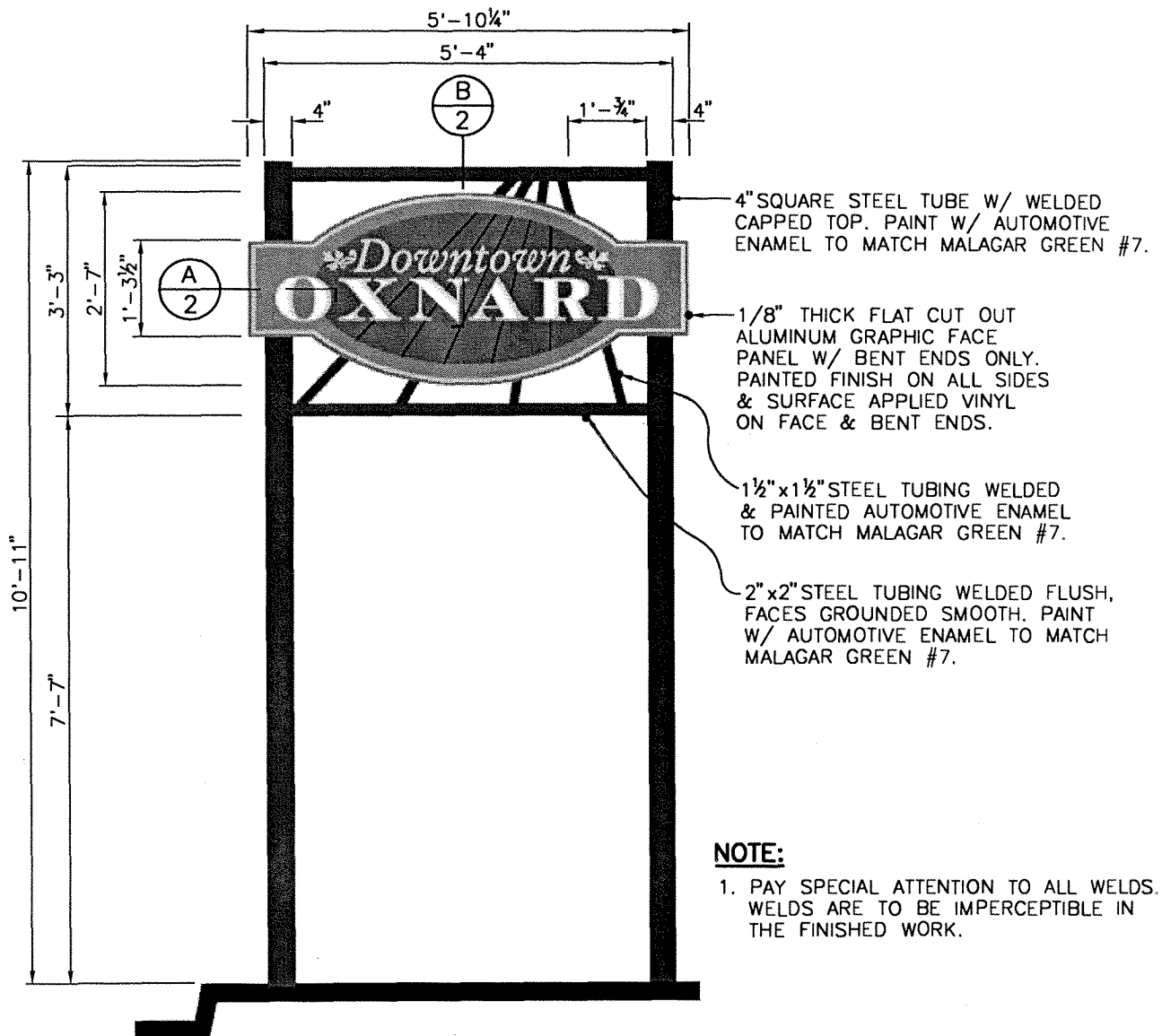
STANDARD PLAN
 2002

PLATE 207

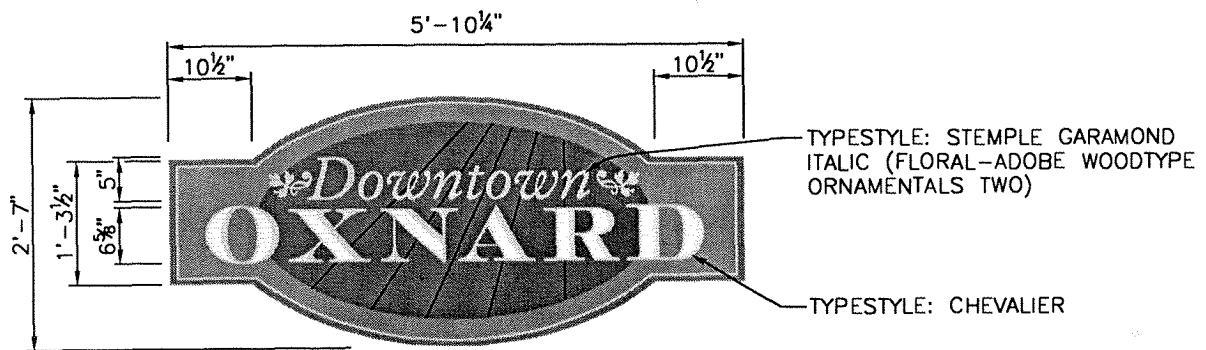
SHEET 1 OF 1

REV.	APPR.	BY	DATE

REV.	APPR.	BY	DATE



ELEVATION: SIGN TYPE 1

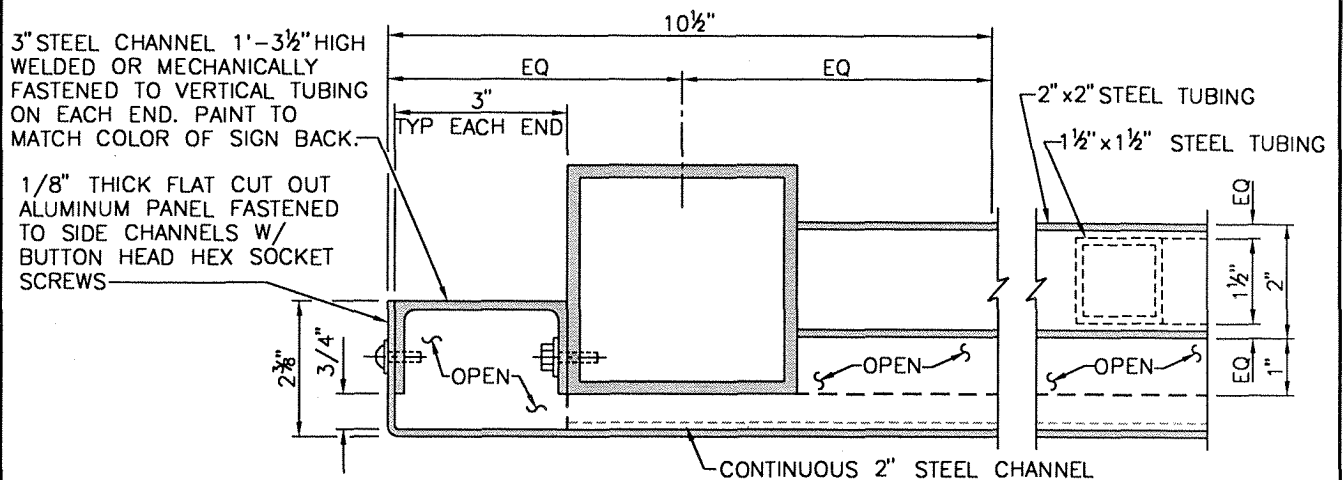


LAYOUT

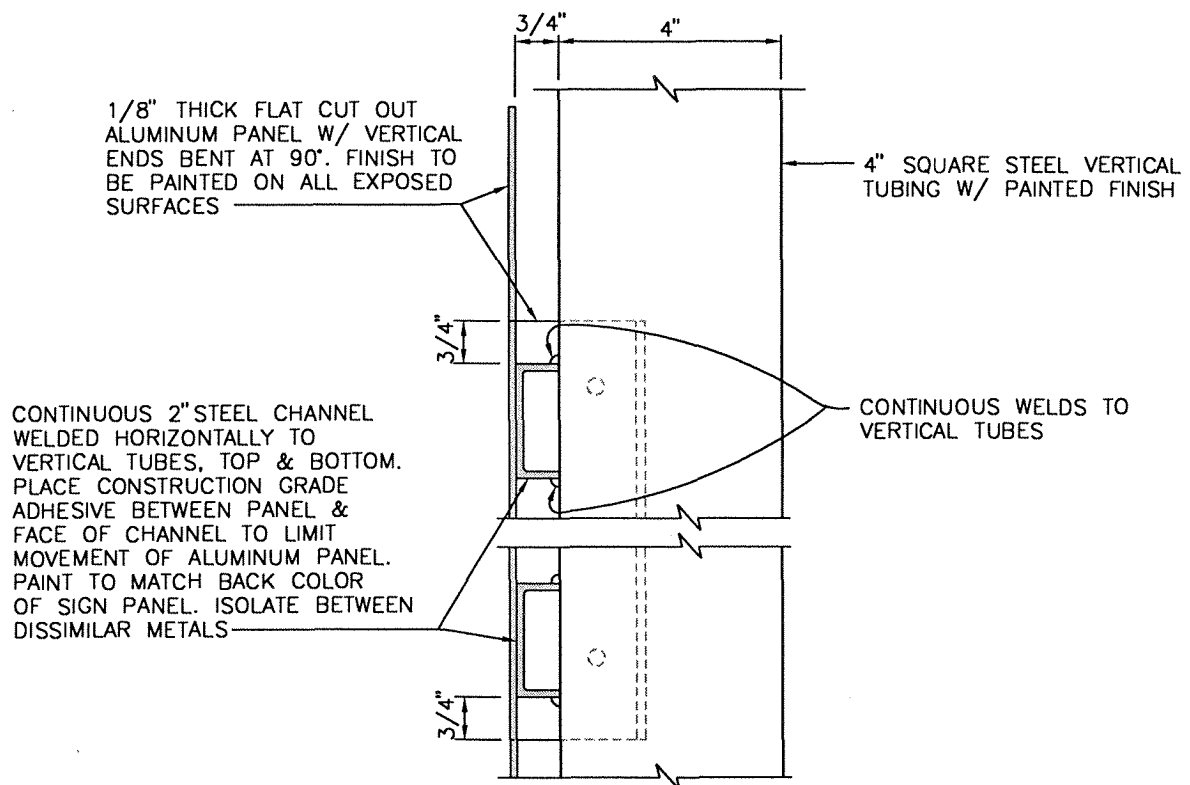
	DOWNTOWN SIGNAGE		STANDARD PLAN
	DRAWN: A. Roque CKD.: <i>[Signature]</i>		PLATE 208
	Department of Public Works		
APPR. <i>[Signature]</i> 1-6-06 L. Balderrama, City Engineer		SHEET 1 OF 12	

REV.	APPR.	BY	DATE

REV.	APPR.	BY	DATE



(A) PARTIAL DETAIL SECTION

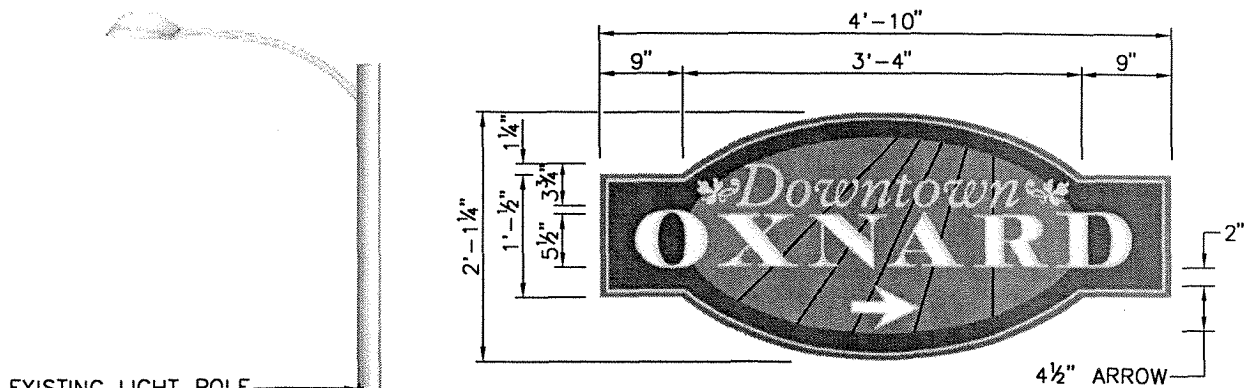


(B) PARTIAL DETAIL SECTION

	DOWNTOWN SIGNAGE		STANDARD PLAN
	DRAWN: A. Roque Department of Public Works	CKD.: <i>[Signature]</i> APPR.: <i>[Signature]</i> L. Balderrama, City Engineer	1-6-06 SHEET 2 OF 12	PLATE 208

REV.	APPR.	BY	DATE

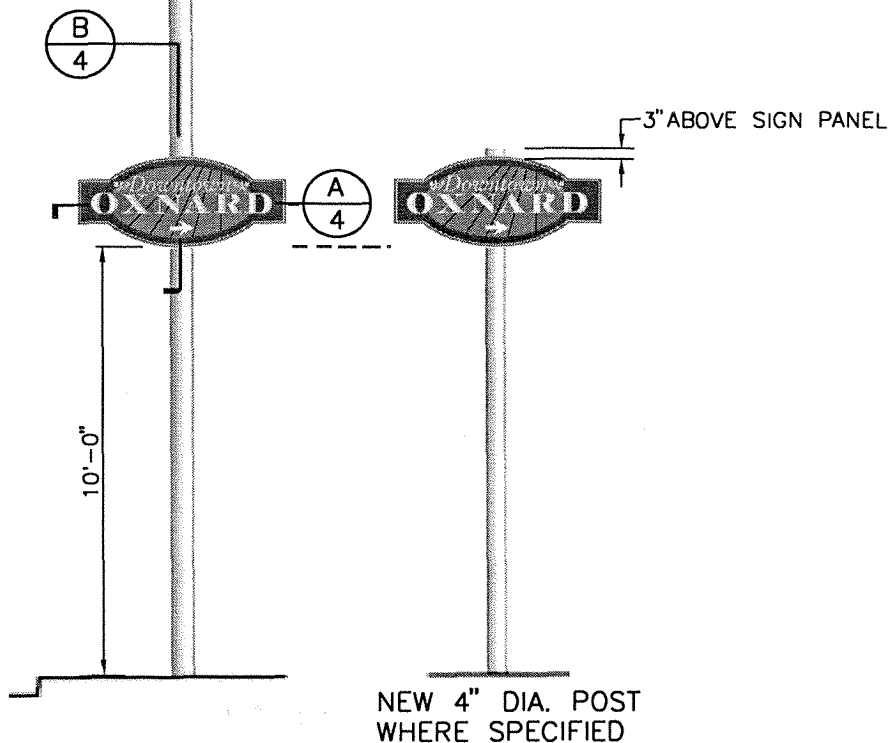
REV.	APPR.	BY	DATE



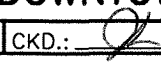
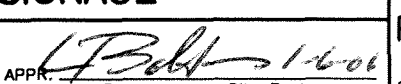
LAYOUT

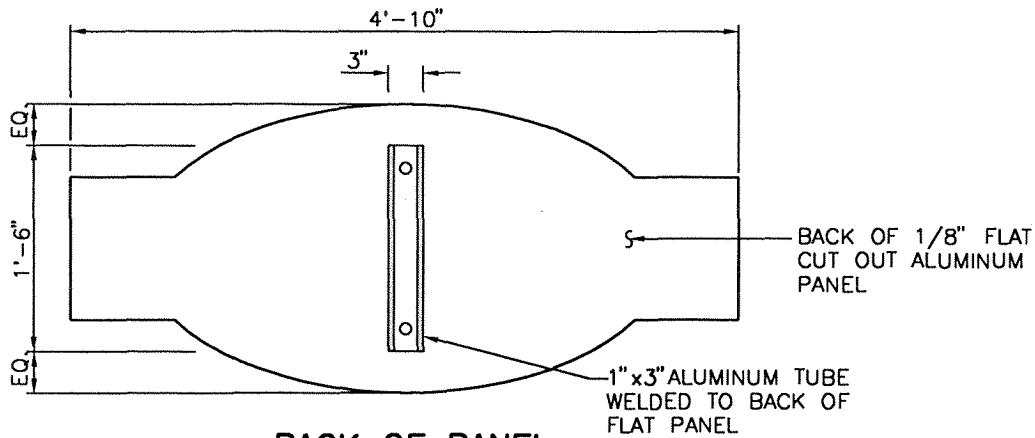
NOTES:

1. PAY SPECIAL ATTENTION TO ALL WELDS. WELDS ARE TO BE IMPERCEPTIBLE IN THE FINISHED WORK.
2. ATTACH PANELS SO THAT THEY ARE PLUMB.
3. PROVIDE FOOTING DETAIL FOR ALL NEW POST CONDITIONS.



ELEVATION: SIGN TYPE 2

	DOWNTOWN SIGNAGE		STANDARD PLAN
	DRAWN: A. Roque Department of Public Works	CKD.:  L. Balderrama, City Engineer	APPR.:  L. Balderrama, City Engineer	PLATE 208 SHEET 3 OF 12



BACK OF PANEL

1/8" THICK FLAT CUT OUT ALUMINUM GRAPHIC FACE PANEL W/ PAINTED FINISH & SURFACE APPLIED VINYL

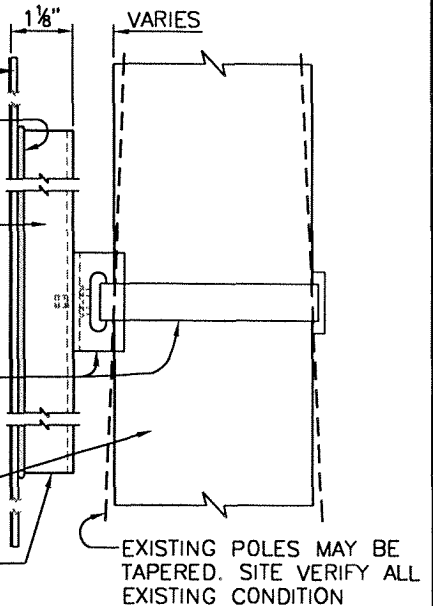
CONTINUOUS WELD

1"x3" ALUMINUM TUBE WELDED TO BACK OF PANEL. PAINTED TO MATCH PANEL COLOR

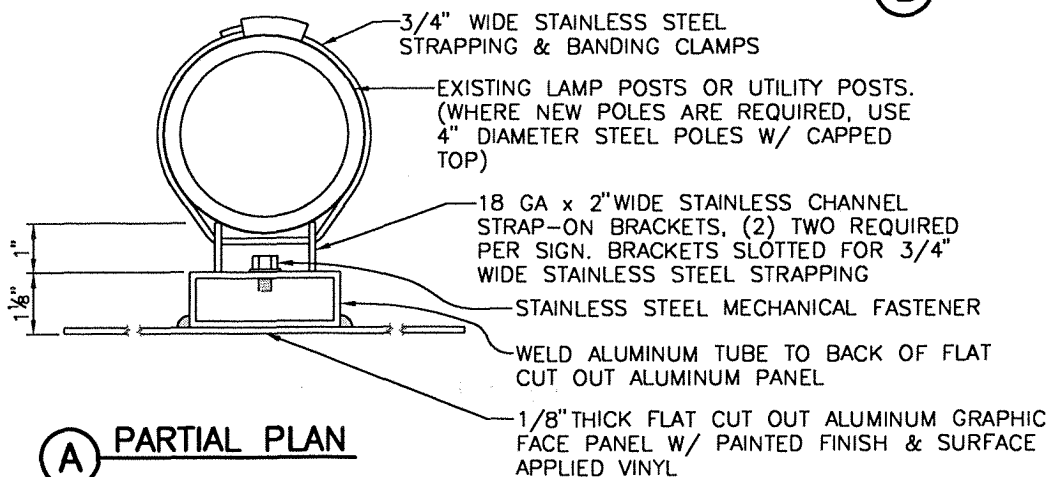
18 GA STAINLESS STEEL STRAP-ON BRACKET. SLOTTED FOR 3/4" STAINLESS STEEL STRAPPING

EXISTING LAMP POST OR UTILITY POSTS. (WHERE NEW POLES ARE REQUIRED, USED 4" DIAMETER STEEL POLES W/ CAPPED TOP)

OPEN TOP & BOTTOM OF TUBE



(B) SECTION DETAIL



(A) PARTIAL PLAN



DOWNTOWN SIGNAGE

DRAWN: A. Roque

CKD.: *[Signature]*

Department of Public Works

APPR.

[Signature] 1-6-01
L. Balderrama, City Engineer

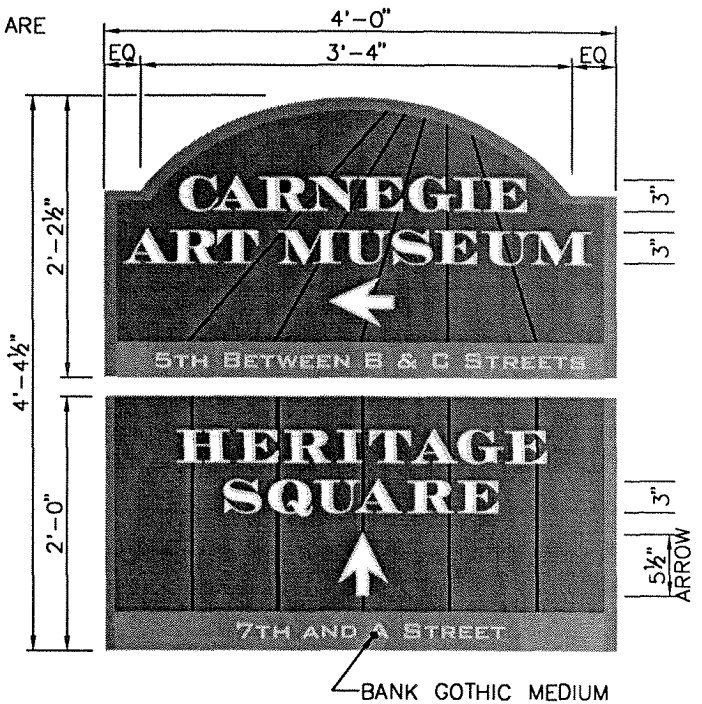
STANDARD PLAN

PLATE 208

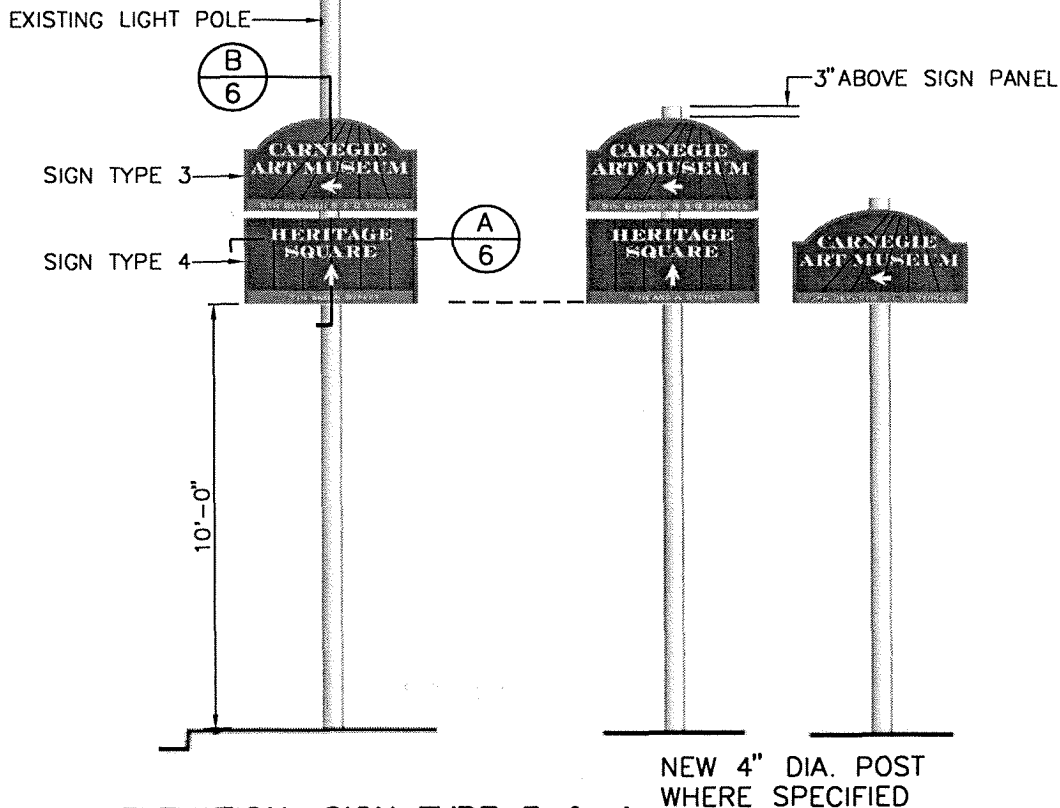
SHEET 4 OF 12

NOTES:

1. PAY SPECIAL ATTENTION TO ALL WELDS. WELDS ARE TO BE IMPERCEPTIBLE IN THE FINISHED WORK.
2. ATTACH PANELS SO THAT THEY ARE PLUMB. SIGN FACES TO BE FLUSH.
3. PROVIDE FOOTING DETAIL FOR ALL NEW POST CONDITIONS.
4. USE SIGN TYPE 3 FOR ALL SINGLE PANEL CONDITIONS.



LAYOUT



ELEVATION: SIGN TYPE 3 & 4



DOWNTOWN SIGNAGE

DRAWN: A. Roque

CKD.: *[Signature]*

Department of Public Works

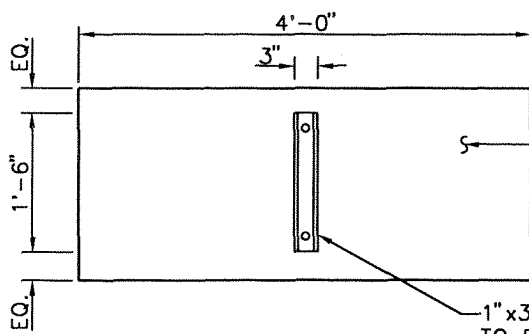
APPR.

[Signature] 1-6-06
L. Balderrama, City Engineer

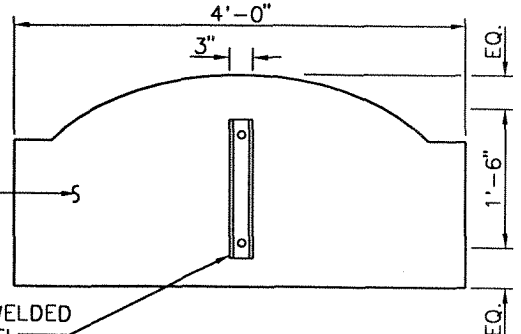
STANDARD PLAN

PLATE 208

SHEET 5 OF 12



BACK OF PANEL-SIGN TYPE 4



BACK OF PANEL-SIGN TYPE 3

1/8" THICK FLAT CUT OUT ALUMINUM GRAPHIC FACE PANEL W/ PAINTED FINISH & SURFACE APPLIED VINYL

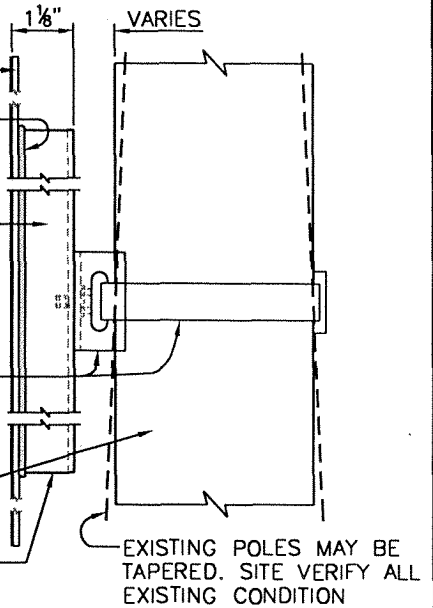
CONTINUOUS WELD

1" x 3" ALUMINUM TUBE WELDED TO BACK OF PANEL. PAINTED TO MATCH PANEL COLOR

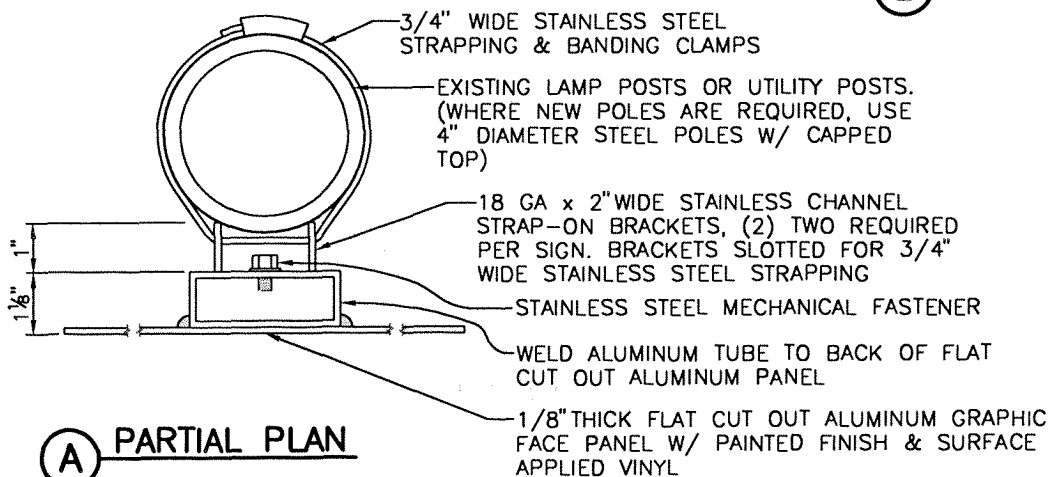
18 GA STAINLESS STEEL STRAP-ON BRACKET. SLOTTED FOR 3/4" STAINLESS STEEL STRAPPING

EXISTING LAMP POST OR UTILITY POSTS. (WHERE NEW POLES ARE REQUIRED, USED 4" DIAMETER STEEL POLES W/ CAPPED TOP)

OPEN TOP & BOTTOM OF TUBE



(B) SECTION DETAIL



(A) PARTIAL PLAN



DOWNTOWN SIGNAGE

DRAWN: A. Roque

CKD.: *[Signature]*

Department of Public Works

APPR. *[Signature]* 1-6-01
L. Balderrama, City Engineer

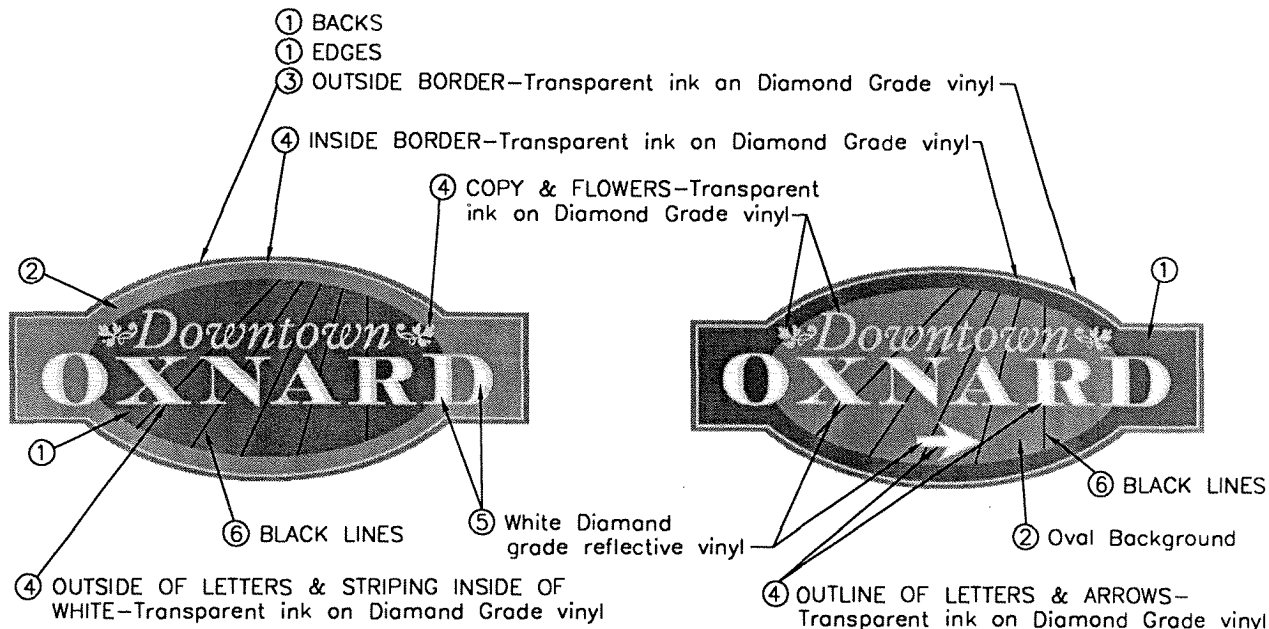
STANDARD PLAN

PLATE 208

SHEET 6 OF 12

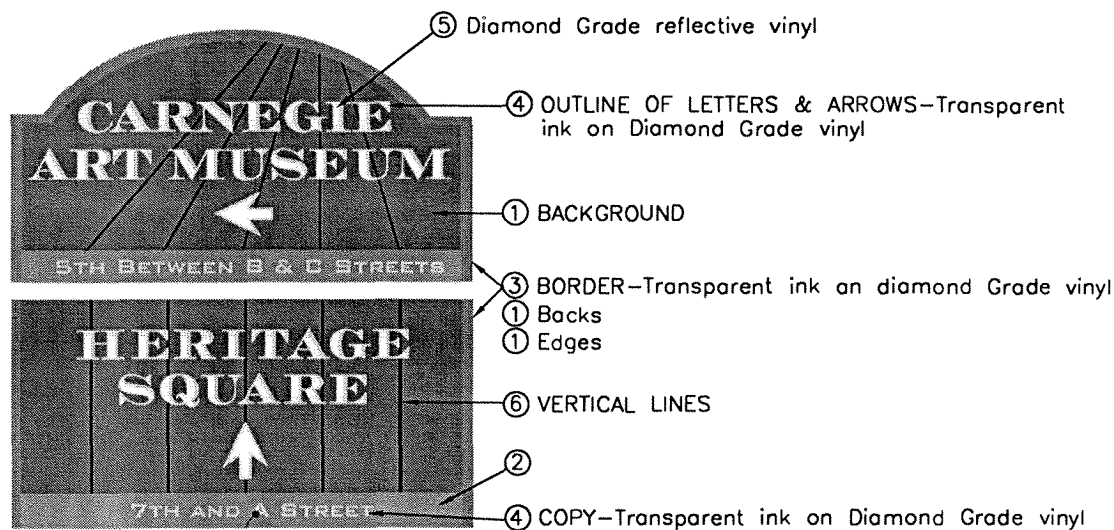
REV.	APPR.	BY	DATE

REV.	APPR.	BY	DATE



SIGN TYPE 1: COLORS

SIGN TYPE 2: COLORS



SIGN TYPE 3 (top) & SIGN TYPE 4 (bottom): COLORS

COLOR SCHEDULE

NO.	COLOR NO.	COLOR NAME	FINISH
①	PMS 266	PURPLE	OPAQUE SEMI-GLOSS
②	PMS 1805	RED	OPAQUE SEMI-GLOSS
③	PMS Prac. CYAN (match)	BLUE (transparent ink)	REFLECTIVE
④	PMS 136 (match)	YELLOW (transparent ink)	REFLECTIVE
⑤	3M 980-10 (Diamond Grade)	WHITE	REFLECTIVE
⑥	PMS Process Black	BLACK	SEMI-GLOSS
⑦	Malagar Green	GREEN	SEMI-GLOSS

NOTE: PROVIDE UV INHIBITOR SHEETING OVER FULL PANEL.



DOWNTOWN SIGNAGE

DRAWN: A. Roque

CKD.: *[Signature]*

Department of Public Works

APPR.

[Signature] 1-6-06
L. Balderrama, City Engineer

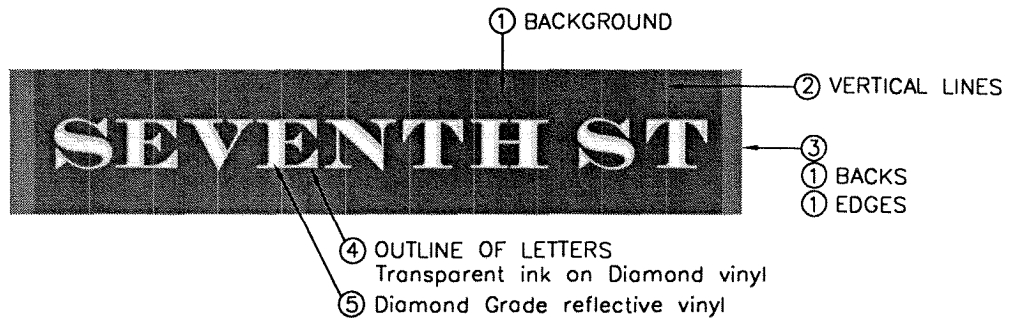
STANDARD PLAN

PLATE 208

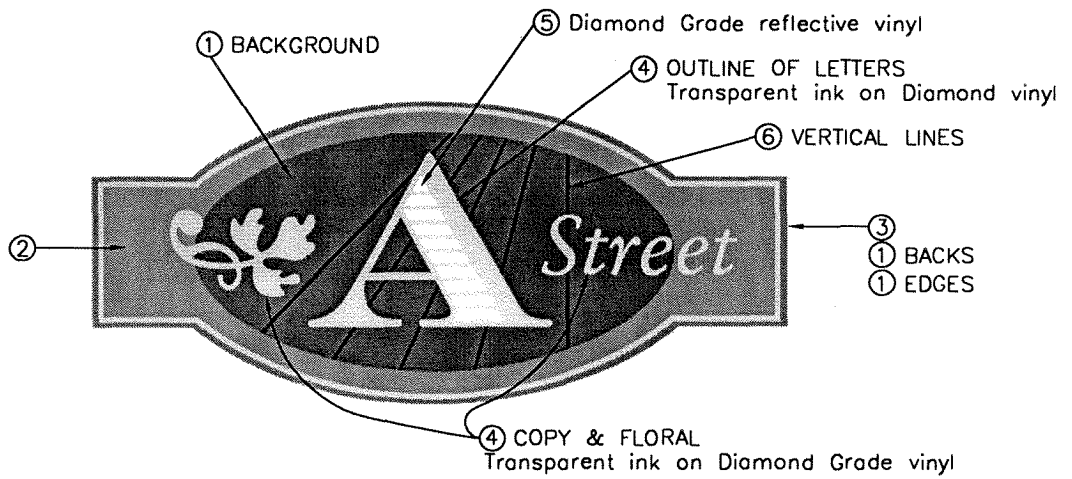
SHEET 7 OF 12

REV.	APPR. BY	DATE

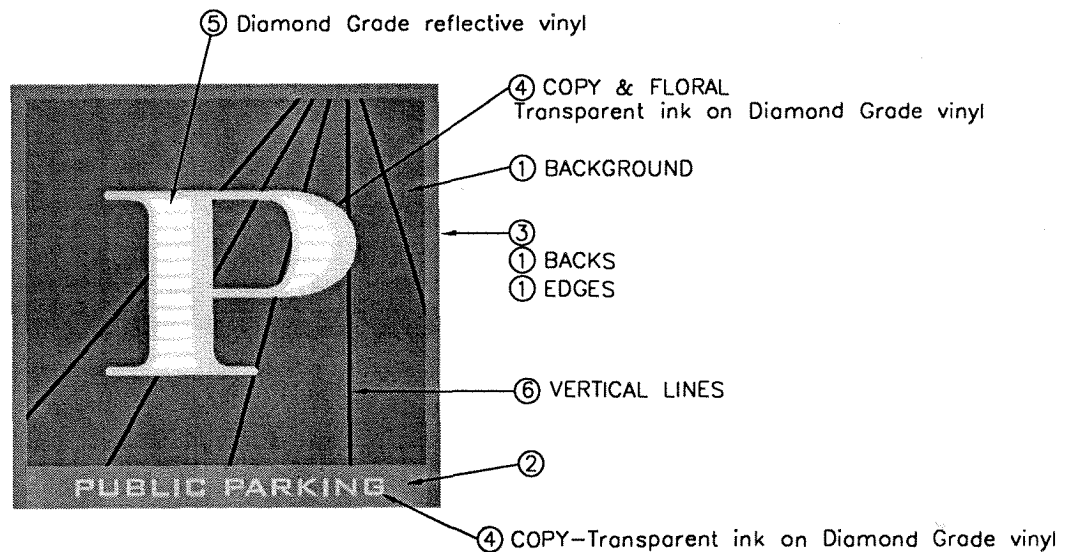
REV.	APPR. BY	DATE



SIGN TYPE 7: COLORS



SIGN TYPE 6: COLORS



SIGN TYPE 5: COLORS



DOWNTOWN SIGNAGE

DRAWN: A. Roque

CKD.: *[Signature]*

Department of Public Works

APPR. *[Signature]* 1-6-06
L. Balderrama, City Engineer

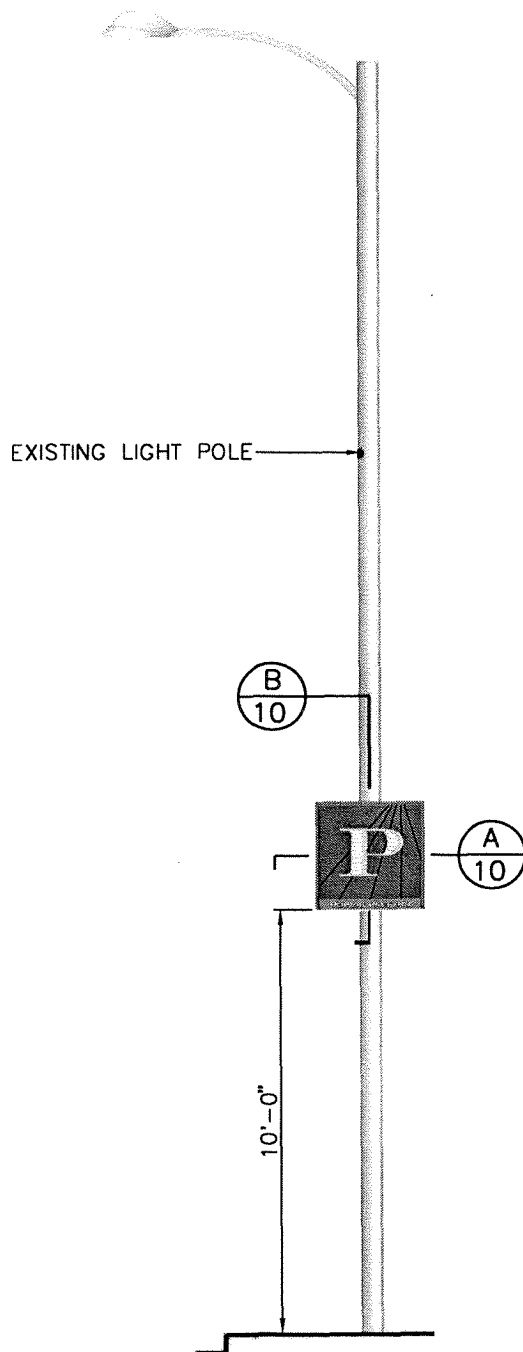
STANDARD PLAN

PLATE 208

SHEET 8 OF 12

REV.	APPR. BY	DATE

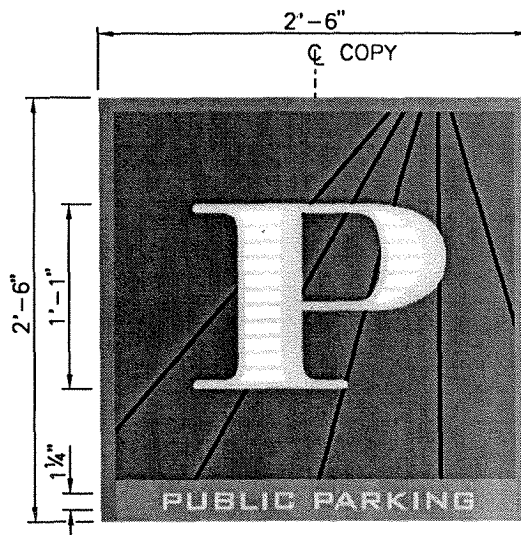
REV.	APPR. BY	DATE



ELEVATION: SIGN TYPE 5

NOTES:

1. PAY SPECIAL ATTENTION TO ALL WELDS. WELDS ARE TO BE IMPERCEPTIBLE IN THE FINISHED WORK.
2. ATTACH PANELS SO THAT THEY ARE PLUMB.
3. EXACT QUANTITY & ON SITE PLACEMENT OF EACH PANEL TO BE DETERMINED PRIOR TO FABRICATION.
4. VERIFY ALL EXISTING POLE CONDITIONS & REQUIREMENTS FOR NEW POLES PRIOR TO FABRICATION.



LAYOUT



DOWNTOWN SIGNAGE

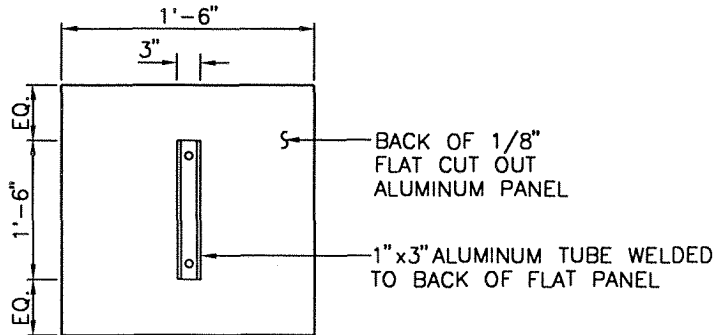
DRAWN: A. Roque CKD.: *[Signature]*
Department of Public Works

APPR: *[Signature]* 1-6-06
 L. Balderrama, City Engineer

STANDARD PLAN

PLATE 208

SHEET 9 OF 12



BACK OF PANEL—SIGN TYPE 5

1/8" THICK FLAT CUT OUT ALUMINUM GRAPHIC FACE PANEL W/ PAINTED FINISH & SURFACE APPLIED VINYL

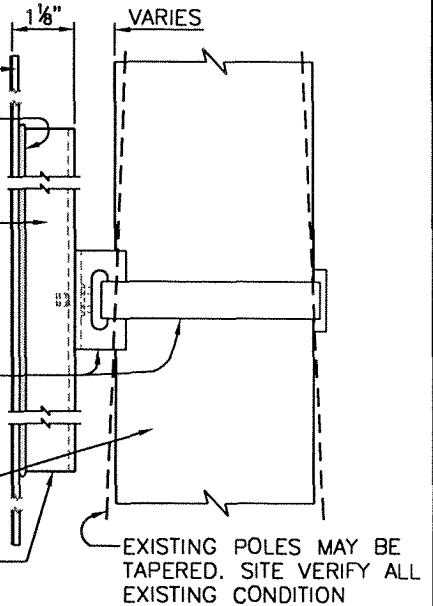
CONTINUOUS WELD

1"x3" ALUMINUM TUBE WELDED TO BACK OF PANEL. PAINTED TO MATCH PANEL COLOR

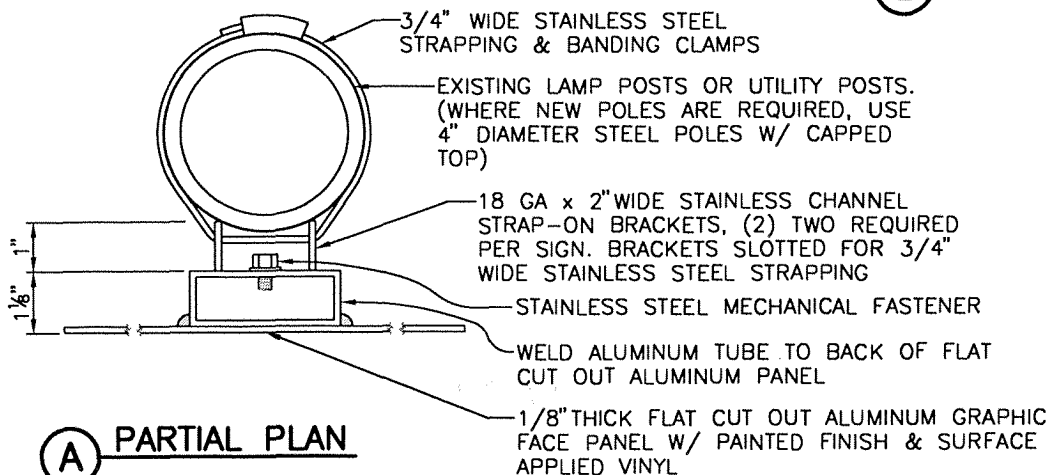
18 GA STAINLESS STEEL STRAP-ON BRACKET. SLOTTED FOR 3/4" STAINLESS STEEL STRAPPING

EXISTING LAMP POST OR UTILITY POSTS. (WHERE NEW POLES ARE REQUIRED, USED 4" DIAMETER STEEL POLES W/ CAPPED TOP)

OPEN TOP & BOTTOM OF TUBE



(B) SECTION DETAIL



(A) PARTIAL PLAN



DOWNTOWN SIGNAGE

DRAWN: A. Roque

CKD.: *[Signature]*

Department of Public Works

APPR.

[Signature] 1-6-06
L. Balderrama, City Engineer

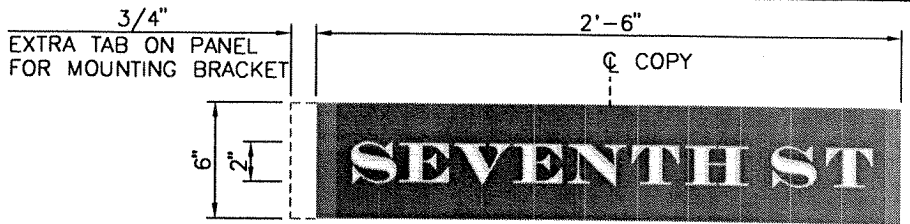
STANDARD PLAN

PLATE 208

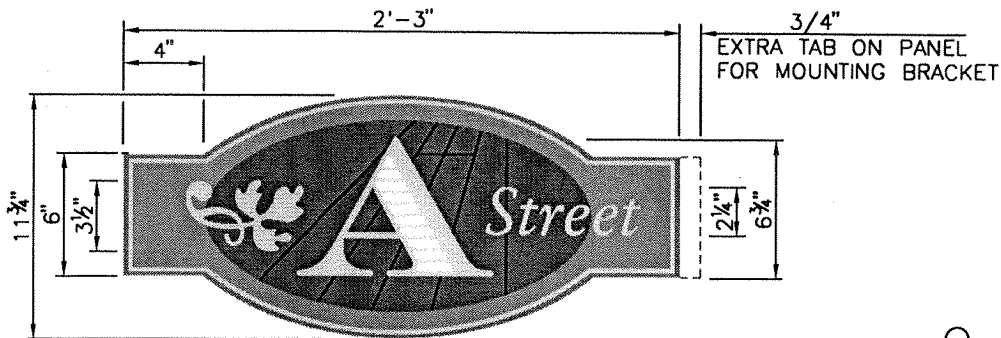
SHEET 10 OF 12

REV.	APPR.	BY	DATE

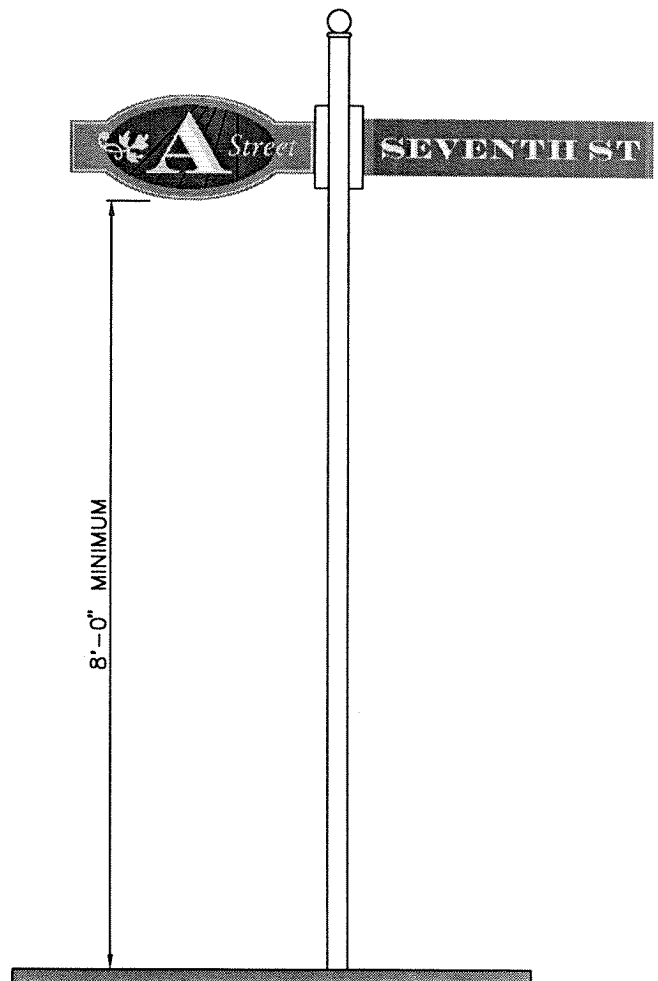
REV.	APPR.	BY	DATE



LAYOUT: SIGN TYPE 7



LAYOUT: SIGN TYPE 6



ELEVATION: SIGN TYPE 6 & 7

	FIRST ST
	SECOND ST
	THIRD ST
	FOURTH ST
	FIFTH ST
	SIXTH ST
	SEVENTH ST
	EIGHTH ST
	NINETH ST

MESSAGES USED

NOTES:

1. EXACT QUANTITY & ON SITE PLACEMENT OF EACH PANEL TO BE DETERMINED PRIOR TO FABRICATION.
2. VERIFY ALL EXISTING POLE CONDITIONS & REQUIREMENTS FOR NEW POLES PRIOR TO FABRICATION.



DOWNTOWN SIGNAGE

DRAWN: A. Roque CKD.:
 Department of Public Works

APPR. 1-6-06
 L. Bolderrama, City Engineer

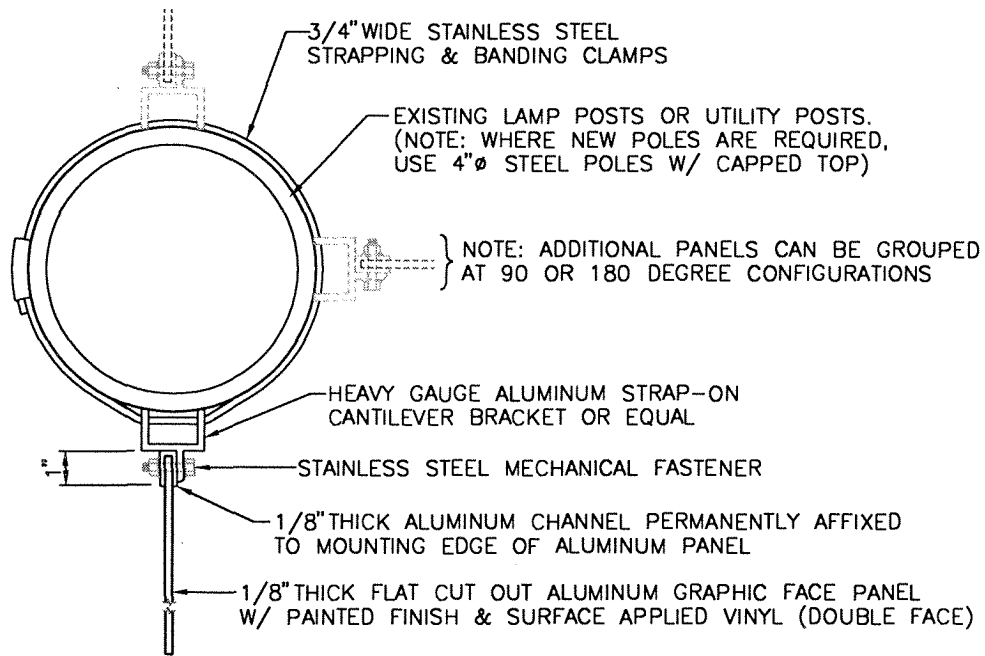
STANDARD PLAN

PLATE 208

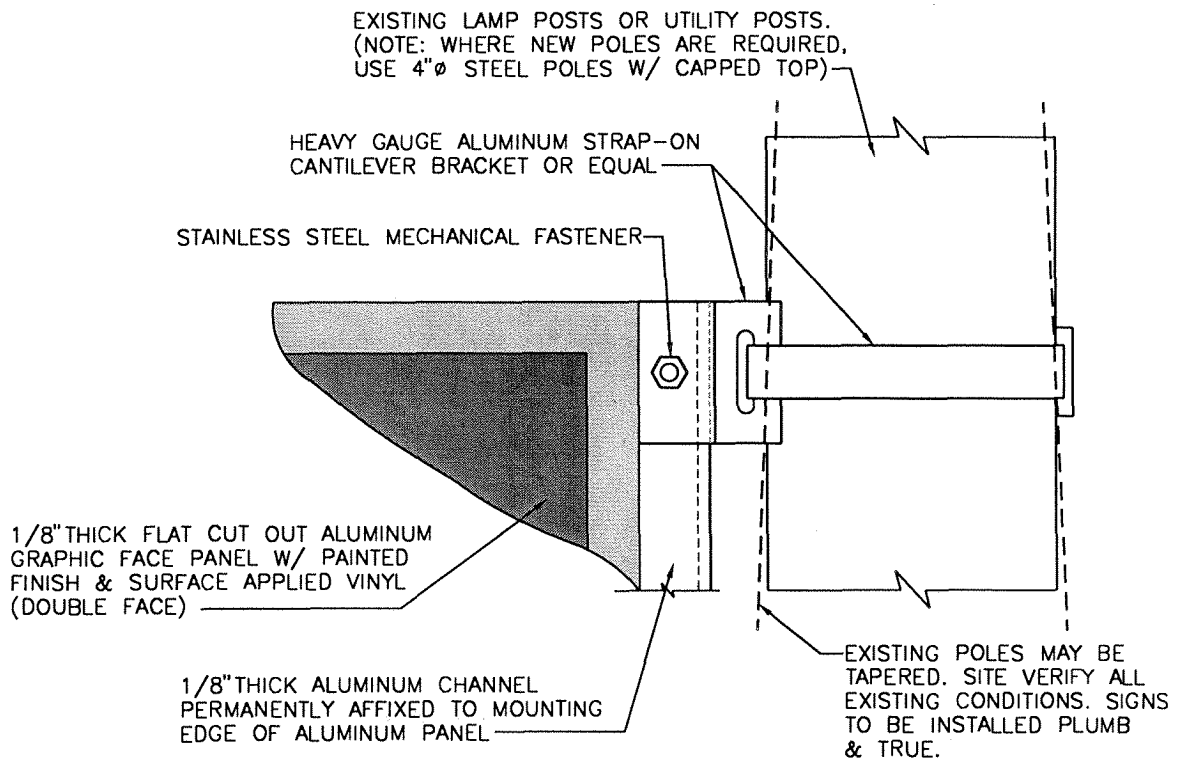
SHEET 11 OF 12

REV.	APPR.	BY	DATE

REV.	APPR.	BY	DATE



(A) PARTIAL PLAN



(B) SECTION DETAIL



DOWNTOWN SIGNAGE

DRAWN: A. Roque

CKD.: *[Signature]*

Department of Public Works

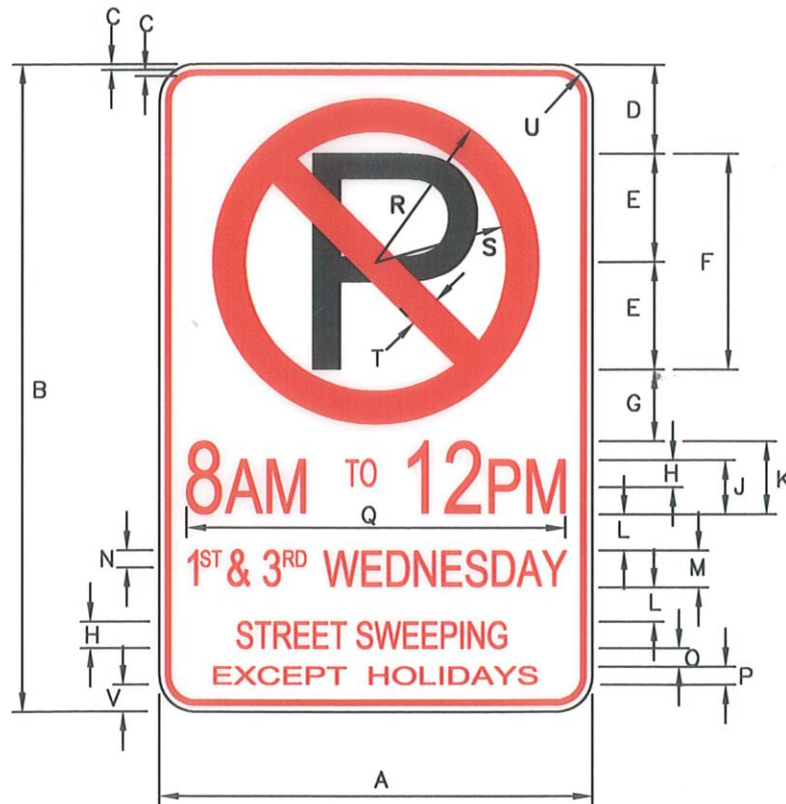
APPR.

[Signature] 1-6-06
L. Balderrama, City Engineer

STANDARD PLAN

PLATE 208

SHEET 12 OF 12



R30B (CA) – MODIFIED

ENGLISH UNITS

A	B	C	D	E	F	G	H	J	K
12	18	.25	2.5	3	6E	2	.75C	1.5C	2C

L	M	N	O	P	Q	R	S	T	U	V
1	1C	.45C	.5	.5C	10.5	4.5	3.625	.875	1.5	.75

COLORS: BORDER, CIRCLE, DIAGONAL & LEGEND – RED (RETROREFLECTIVE)
LETTER P – BLACK
BACKGROUND – WHITE (RETROREFLECTIVE)

NOTES:

- SIGN SHALL BE IN ACCORDANCE WITH MUTCD R30B (CA).
- SIGN SHALL BE $\frac{1}{8}$ " FLAT CUT OUT ALUMINUM PANEL.
- SURFACE SHALL BE COVERED WITH 3M DIAMOND GRADE CUBE REFLECTIVE 4090 SHEETING WITH COLORS SCREENED PRINTED AND APPLY 1160A PROTECTIVE OVERLAY FILM FOR A MATCHED COMPONENT SYSTEM WARRANTY.
- TEXT SHALL BE NORMALLY UPPERCASE LETTERS PER FHWA STANDARD ALPHABETS SERIES.
- SIGNS MUST BE INSTALLED @ APPROXIMATELY 250' INTERVAL.
- SIGN POST SHALL BE PER CITY STD PLATE NO. 203, AND MAY BE MOUNTED ON EXISTING LIGHT POLE/OR STRUCTURE WHENEVER PRACTICAL.
- EXACT QUANTITY & ON SITE PLACEMENT OF EACH PANEL TO BE DETERMINED PRIOR TO FABRICATION.
- VERIFY ALL EXISTING POLE CONDITIONS & REQUIREMENTS FOR NEW POLES PRIOR TO FABRICATION.
- DETERMINE & VERIFY EXACT ROUTINE SWEEPING SCHEDULES WITH THE PUBLIC WORKS STREET DIVISION PRIOR TO FABRICATION OF SIGNS.



STREET SWEEPING SIGN

DRAWN: C. GIRON CKD.: A. WITHANAGE

Department of Public Works

APPR.

ROBERT HEARNE, PE

STANDARD PLAN
2002

PLATE 209

SHEET 1 OF 1

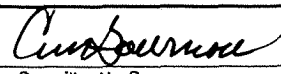
REV.	APPR. BY	DATE

PROTECTIVE COATING FOR SEWER STRUCTURES

1. DRY SANDBLAST ALL CONCRETE AND MORTAR SURFACES THAT HAVE CURED FOR AT LEAST SEVEN DAYS. THIS SHALL BE THE ONLY METHOD ALLOWED FOR SURFACE PREPARATION.
2. SACK ALL CONCRETE AND MORTAR SURFACES WITH 1:1 MORTAR TO REMOVE ALL SURFACE INDENTATIONS AND IMPERFECTIONS. WHEN MORTAR HAS CURED FOR TWO DAYS, REMOVE EXCESS DUST AND MORTAR WITH A STIFF NON-METALLIC BRUSH.
3. ALL INTERIOR SURFACES OF MANHOLE SHALL BE COATED WITH SANCON 100, SANCON 144, ZEBRON URETHANE COATING, OR SPRAYROQ "SPRAYWALL" POLY-URETHANE (OR APPROVED EQUAL) IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS TO A 125 MIL ($\frac{1}{8}$ ") CURED THICKNESS (MIN.).
4. MANHOLE INTERIORS SHALL NOT BE EXPOSED TO TEST LIQUIDS OR SEWAGE UNTIL THE COATING HAS CURED FOR 7 DAYS.

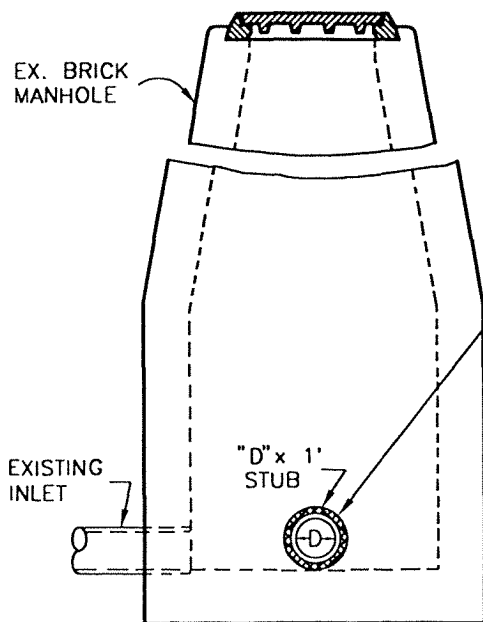
REV.	APPR. BY	DATE

REV.	APPR. BY	DATE

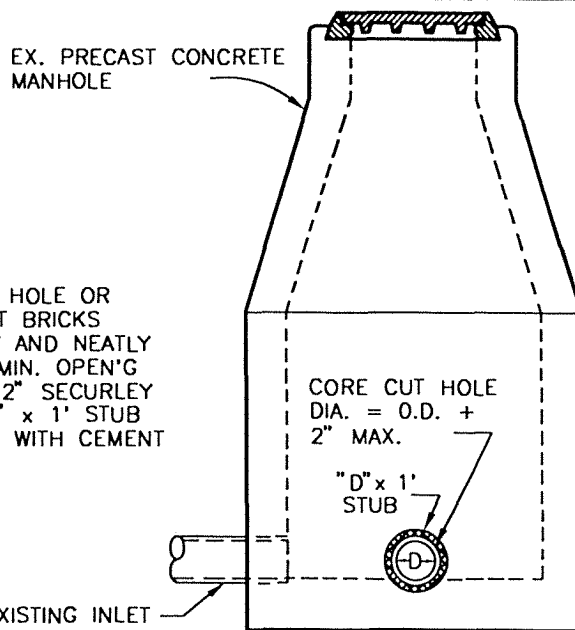
 CITY OF Oxnard	PRE CAST CONCRETE MANHOLE		STANDARD PLAN 2002	
	DRAWN: STAF	CKD.: STAFF <i>B</i>	 APPR. Granville M. Bowman	
	Department of Public Works		PLATE 400 SHEET 2 OF 2	

REV.	APPR.	BY	DATE

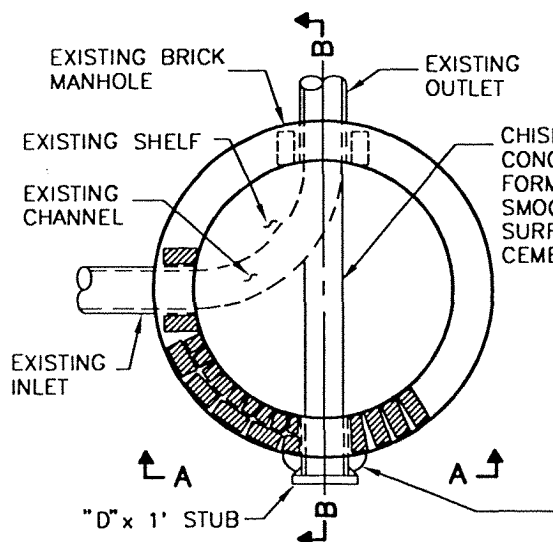
REV.	APPR.	BY	DATE



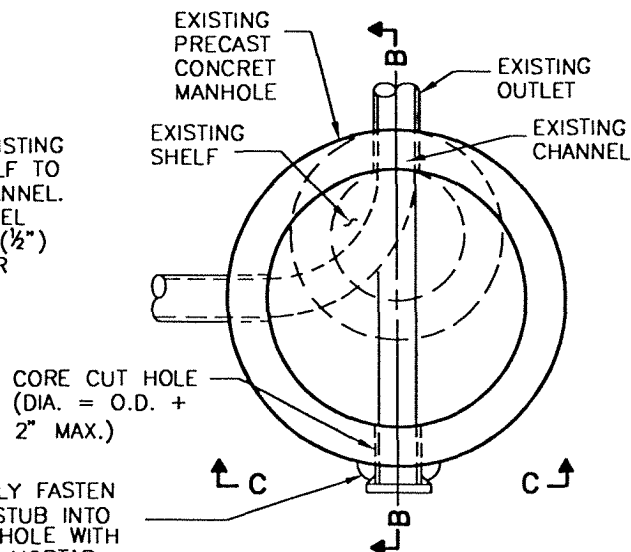
SECTIONAL ELEVATION A-A



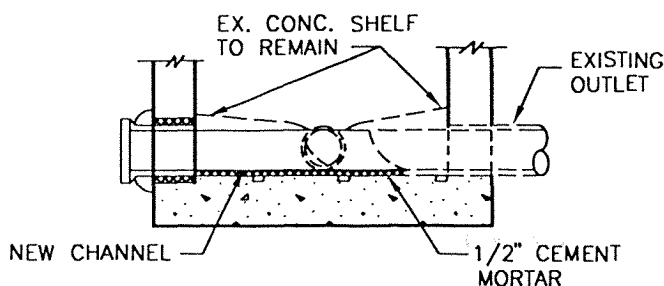
SECTIONAL ELEVATION C-C



SECTIONAL PLAN OF BASE



SECTIONAL PLAN OF BASE



SECTIONAL ELEVATION B-B
CHANNEL BASE

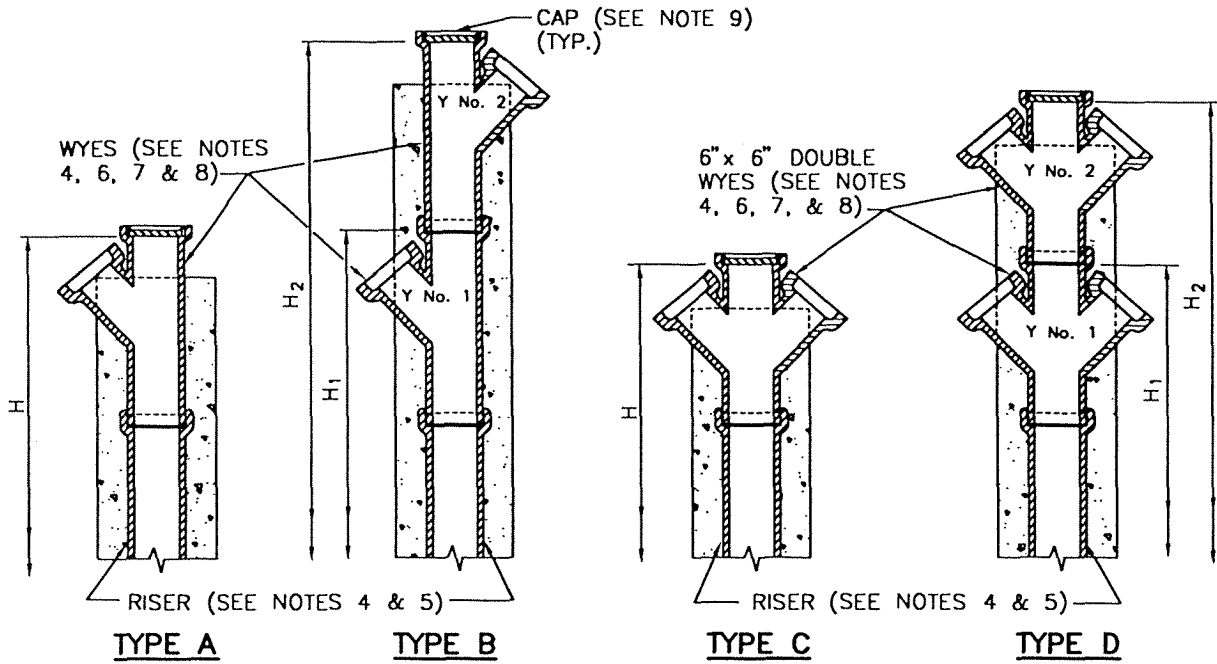
NOTES:

1. INVERT ELEV. OF "D" AT THE INSIDE FACE OF MANHOLE TO BE 0.10' HIGHER THAN EXISTING OUTLET INVERT ELEV.
2. THE CORE CUT HOLE SHALL BE MADE WITH EQUIPMENT SPECIALLY DESIGNED TO CUT A SMOOTH HOLE WITHOUT SPALLING OR DAMAGE TO THE REINFORCING STEEL OR STRUCTURE.
3. "D" TO BE 8 IN. MINIMUM.
4. ALL WORK SHOULD BE UNCOVERED AND CONVENIENT FOR THE INSPECTION.
5. ALL CEMENT MORTAR SHALL BE CLASS "D" PER SUB-SECTION 201-5.1 OF THE SSPWC.

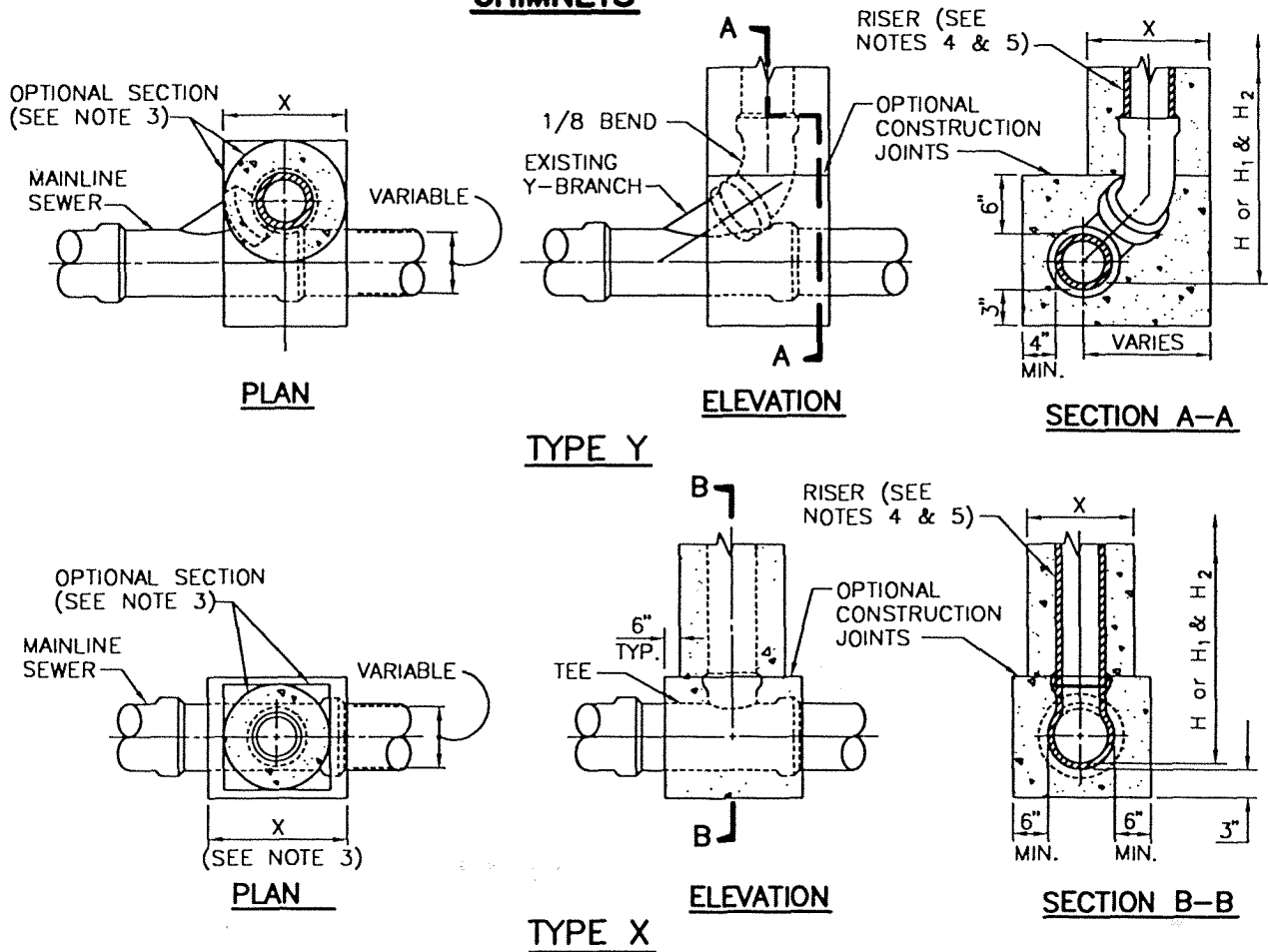
	MODIFYING EXISTING MANHOLES		STANDARD PLAN 2002
	DRAWN: STAFF Department of Public Works	CKD.: STAFF <i>B</i>	APPR. <i>Granville M. Bowman</i> Granville M. Bowman	PLATE 401 SHEET 1 OF 1

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE



CHIMNEYS



BASES



CITY OF

CHIMNEYS

STANDARD PLAN
2002

DRAWN: STAFF

CKD.: STAFF/B

Department of Public Works

APPR.

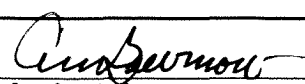
Granville M. Bowman
Granville M. Bowman

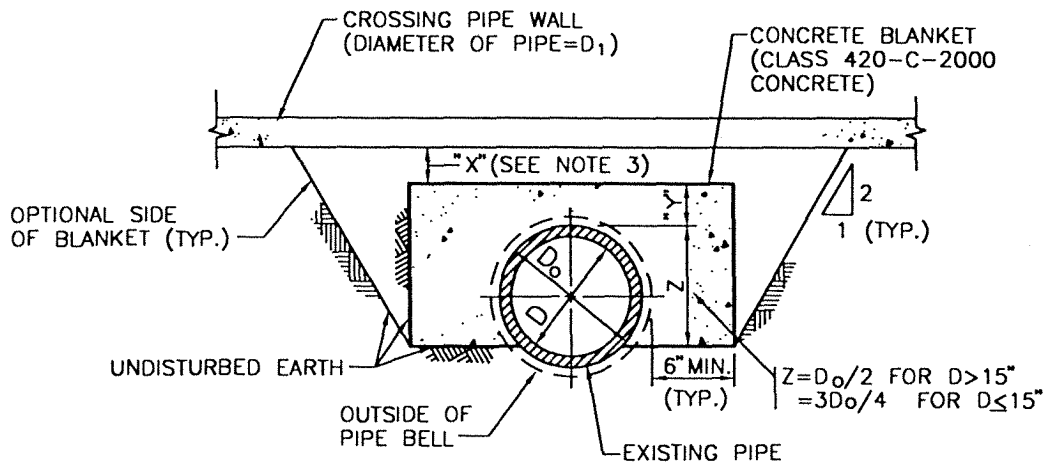
PLATE 402

SHEET 1 OF 2

NOTES:

1. RISER PIPE AND FITTINGS SHOWN HEREON SHALL, UNLESS INDICATED, BE OF THE SAME MATERIAL AS THE MAIN LINE SEWER, AND MAY BE ANY OF THE FOLLOWING:
 - A. VC PIPE
 - B. PVC PLASTIC PIPE (SDR 35)
2. THE CONTRACTOR MAY USE A TYPE OF MATERIAL DIFFERENT FROM THE MAIN LINE PROVIDED HE UTILIZES SUITABLE ADAPTERS APPROVED BY THE ENGINEER.
3. CONCRETE FOR BEDDING AND ENCASEMENT FOR PIPE AND FITTING SHALL BE CLASS 420-C-2000. THE VERTICAL CONCRETE ENCASEMENT SHALL BE PLACED UNIFORMLY AROUND THE RISERS IN ORDER TO MAINTAIN PROPER ALIGNMENT AND MAY BE EITHER CIRCULAR OR SQUARE IN CROSS SECTION AS SHOWN HEREON. X=16" FOR 6" CHIMNEYS. X=18" FOR 8" CHIMNEYS.
4. UNLESS OTHERWISE INDICATED ON THE PROJECT PLANS, CHIMNEY RISERS AND WYE BRANCHES SHALL BE 6" DIAMETER.
5. CHIMNEYS ARE SHOWN ON THE PROJECT PLANS BY ABBREVIATION "CH", FOLLOWED BY A LETTER DESIGNATING THE TYPE OF CHIMNEY, A HYPHEN, AND THEN ANOTHER LETTER DESIGNATING THE TYPE OF BASE (E.G., CH A-Y). FOR CHIMNEY RISERS OTHER THAN 6", THE RISER SIZE IS INDICATED ON THE PROJECT PLANS PRECEDING THE CHIMNEY TYPE DESIGNATION (E.G., 8" CH A-X). UNLESS OTHERWISE INDICATED, THE TOP OF THE CHIMNEY SHALL BE 5 FEET BELOW THE GROUND SURFACE ABOVE THE MAIN LINE.
6. WHERE DIMENSIONS H, H₁ AND H₂ (THE MAXIMUM VERTICAL DISTANCE FROM THE INVERT OF THE MAIN LINE SEWER TO THE TOP OF EACH WYE) ARE INDICATED ON THE PROJECT PLANS (E.G., H₁=7.8', H₂=9.8'), THESE DIMENSIONS SHALL GOVERN. THESE DIMENSIONS MAY BE SHORTENED WITHIN THE LIMITS OF THE LENGTH OF THE WYE FITTING.
7. UNLESS OTHERWISE INDICATED ON THE PROJECT PLANS, WYE BRANCHES SHALL FACE PERPENDICULAR TO THE CENTER LINE OF THE MAIN LINE SEWER.
8. WYE BRANCHES ON TYPE "A" CHIMNEYS NOT JOINED TO HOUSE CONNECTION SEWERS SHALL BE INSTALLED AS INDICATED ON THE PROJECT PLANS.
9. ALL RISERS, CHIMNEY BASES WITHOUT RISERS, AND UNCONNECTED BRANCHES SHALL BE SEALED WITH A CAP AND 1" THICK TYPE "F" MORTAR AROUND THE CIRCUMFERENCE OF THE CAP.

 CITY OF Oxnard	CHIMNEYS		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STAFF LB	APPR.  Granville M. Bowman	PLATE 402
Department of Public Works			SHEET 2 OF 2

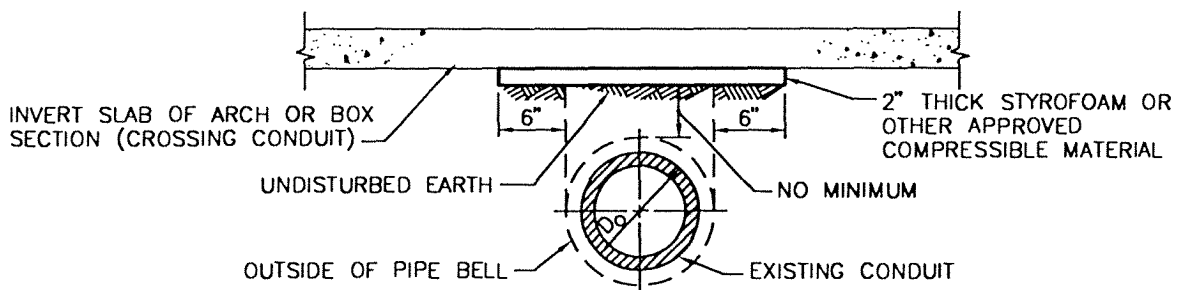


CONCRETE BLANKET

(FOR EXISTING PIPES CROSSED OVER BY A NEW PIPE)

NOTES:

1. CONCRETE BLANKET IS REQUIRED WHEN THE CLEARANCE BETWEEN THE TOP OF THE EXISTING PIPE AND THE BOTTOM OF THE CROSSING PIPE IS LESS THAN 18".
2. "Y" = $D/6$ (6" MIN.) WHERE THE CLEARANCE BETWEEN THE TOP OF THE EXISTING PIPE AND THE BOTTOM OF THE CROSSING PIPE IS LESS THAN "Y". THE CONCRETE SHALL BE PLACED BETWEEN THE PIPES AND AROUND THE SIDES OF THE CROSSING PIPE UP TO A LEVEL EQUAL TO "Y" ABOVE THE EXISTING PIPE, OR AS REQUIRED BY NOTE 3 BELOW, WHICHEVER IS HIGHER.
3. "X" = $D/12$, MINIMUM, TO PROVIDE BEDDING MATERIAL FOR CROSSING CONDUIT. WHEN "X" IS LESS THAN THIS MINIMUM, THE ENTIRE TOP SURFACE OF THE BLANKET SHALL BE RAISED TO MAKE CONTACT WITH THE LOWER 90° OF THE CROSSING PIPE.
4. THE BLANKET SHALL EXTEND LONGITUDINALLY TO THE FIRST JOINT BEYOND THE TRENCH EXCAVATION AT EACH END OF THE BLANKET, EXCEPT THAT THE BLANKET NEED NOT BE EXTENDED MORE THAN 4 FEET BEYOND THE TRENCH.
5. WHENEVER A PIPE BELL IS ENCOUNTERED WITHIN THE LIMITS OF THE BLANKET, ALL DIMENSIONS SHALL REFER TO THE BELL.



COMPRESSIBLE BLANKET

(FOR EXISTING PIPES CROSSED OVER BY A NEW BOX OR ARCH)

NOTES:

1. COMPRESSIBLE BLANKET IS REQUIRED WHEN THE CLEARANCE BETWEEN THE TOP OF THE EXISTING PIPE AND THE BOTTOM OF THE CROSSING CONDUIT (BOX OR ARCH) IS LESS THAN 18".
2. THE BLANKET SHALL EXTEND LONGITUDINALLY FOR THE FULL CROSSING CONDUIT TRENCH WIDTH.



CITY OF

BLANKET PROTECTION FOR PIPES

DRAWN: STAFF

CKD.: STAFF

Department of Public Works

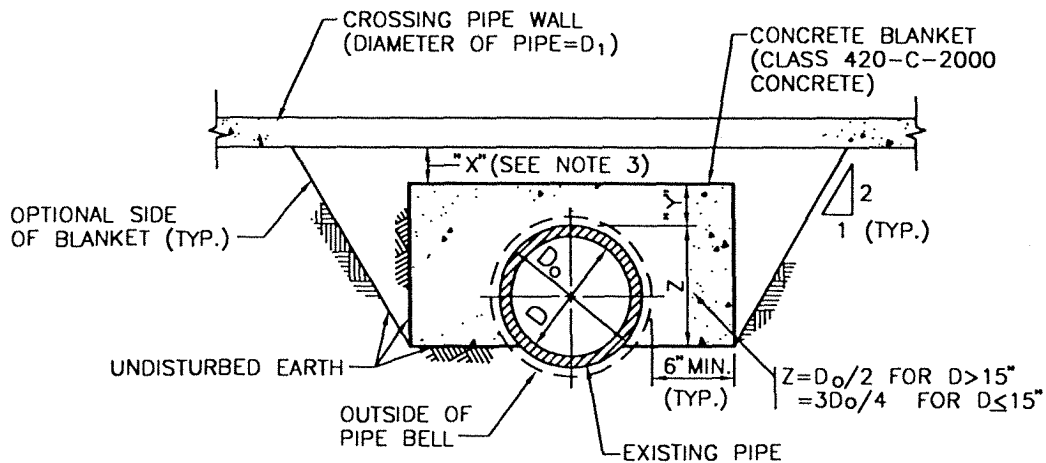
APPR.

Granville M. Bowman
Granville M. Bowman

STANDARD PLAN
2002

PLATE 403

SHEET 1 OF 1

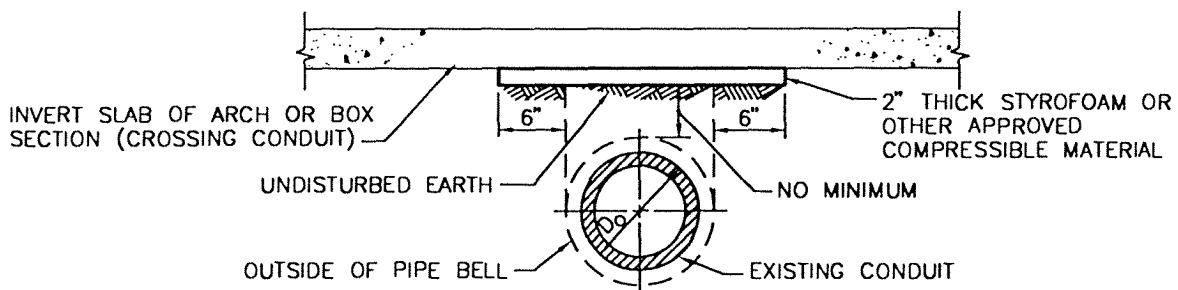


CONCRETE BLANKET

(FOR EXISTING PIPES CROSSED OVER BY A NEW PIPE)

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3. "X" = $D/12$, MINIMUM, TO PROVIDE BEDDING MATERIAL FOR CROSSING CONDUIT. WHEN "X" IS LESS THAN THIS MINIMUM, THE ENTIRE TOP SURFACE OF THE BLANKET SHALL BE RAISED TO MAKE CONTACT WITH THE LOWER 90° OF THE CROSSING PIPE.
4. THE BLANKET SHALL EXTEND LONGITUDINALLY TO THE FIRST JOINT BEYOND THE TRENCH EXCAVATION AT EACH END OF THE BLANKET, EXCEPT THAT THE BLANKET NEED NOT BE EXTENDED MORE THAN 4 FEET BEYOND THE TRENCH.
5. WHENEVER A PIPE BELL IS ENCOUNTERED WITHIN THE LIMITS OF THE BLANKET, ALL DIMENSIONS SHALL REFER TO THE BELL.



COMPRESSIBLE BLANKET

(FOR EXISTING PIPES CROSSED OVER BY A NEW BOX OR ARCH)

NOTES:

1. COMPRESSIBLE BLANKET IS REQUIRED WHEN THE CLEARANCE BETWEEN THE TOP OF THE EXISTING PIPE AND THE BOTTOM OF THE CROSSING CONDUIT (BOX OR ARCH) IS LESS THAN 18".
2. THE BLANKET SHALL EXTEND LONGITUDINALLY FOR THE FULL CROSSING CONDUIT TRENCH WIDTH.



CITY OF

BLANKET PROTECTION FOR PIPES

DRAWN: STAFF

CKD.: STAFF

Department of Public Works

APPR.

Granville M. Bowman
Granville M. Bowman

STANDARD PLAN
2002

PLATE 403

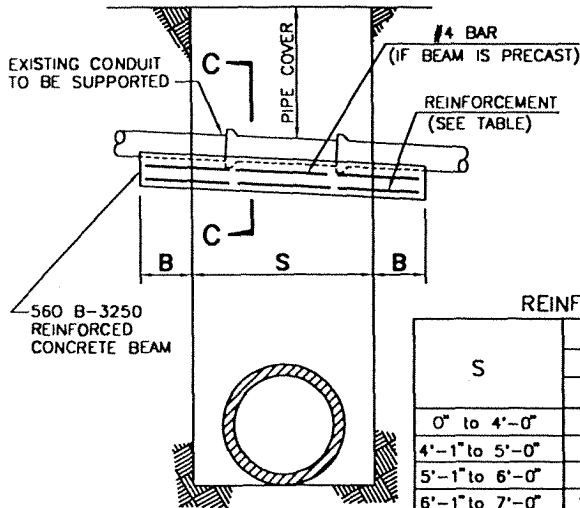
SHEET 1 OF 1

CASE 1 **REINFORCED CONCRETE BEAM**

FOR 4" TO 24" I.D. PIPE

NOTES

1. WIDTH OF BEAM SHALL EQUAL O.D. OF SUPPORTED PIPE. MINIMUM WIDTH SHALL BE 6".
2. IF SUPPORTED PIPE IS BEDDED IN CONCRETE, BEAM WIDTH SHALL BE EQUAL BEDDING WIDTH.
3. IF BEAM IS PRECAST, ENDS OF BEAM SHALL BE FULLY BEDDED IN 420-C-2000 CONCRETE FOR LENGTH "B". THE BEDDING SHALL HAVE A MINIMUM THICKNESS OF 4". CLASS "C" MORTAR SHALL BE PLACED BETWEEN TOP OF BEAM AND SUPPORTED PIPE TO PROVIDE MINIMUM BEARING SHOWN.
4. THIS CASE IS PERMITTED ONLY IF THE TRENCH WALLS ARE FIRM AND UNYIELDING.
5. MAXIMUM SPACING OF BARS SHALL BE 4" O.C.



MIN. BEARING SHALL BE 0.5 O.D. OF SUPPORTED PIPE

#4 BAR (IF BEAM IS PRECAST)

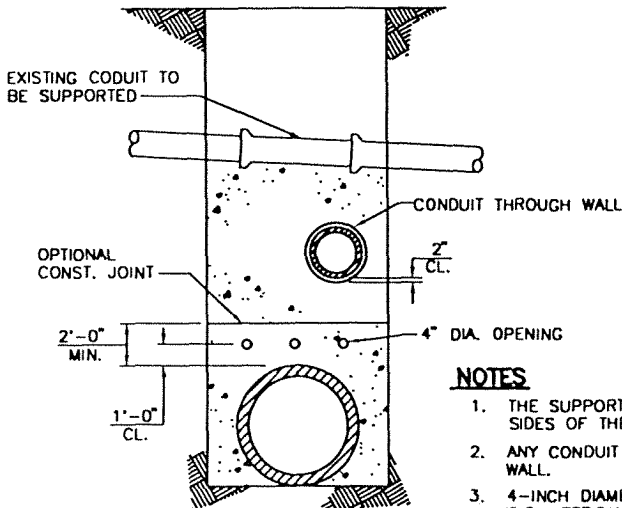
REINFORCEMENT (SEE TABLE)

SECTION C-C

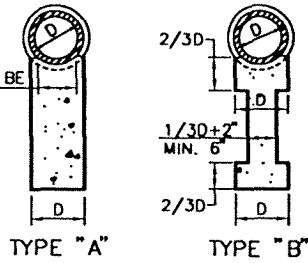
REINFORCED CONCRETE BEAM (DIMENSIONS AND REINFORCEMENT)

S	PIPE COVER											
	0' to 8'-0"			8'-1" to 12'-0"			12'-1" to 16'-0"			16'-1" to 20'-0"		
	T	BARS	B	T	BARS	B	T	BARS	B	T	BARS	B
0' to 4'-0"	8"	#4	1'-6"	8"	#4	1'-6"	9"	#4	1'-6"	10"	#4	1'-6"
4'-1" to 5'-0"	8"	#4	1'-6"	9 1/2"	#4	1'-6"	11"	#4	1'-6"	12"	#4	1'-6"
5'-1" to 6'-0"	9"	#4	1'-6"	11"	#5	1'-6"	12 1/2"	#5	1'-6"	13 1/2"	#5	2'-0"
6'-1" to 7'-0"	10"	#5	1'-6"	12 1/2"	#5	2'-0"	14 1/2"	#5	2'-0"	15 1/2"	#5	2'-0"
7'-1" to 8'-0"	11"	#5	1'-6"	14"	#5	2'-0"	16"	#5	2'-0"	17 1/2"	#6	2'-6"
8'-1" to 9'-0"	12 1/2"	#5	2'-0"	15 1/2"	#6	2'-6"	17 1/2"	#6	2'-6"	19 1/2"	#6	2'-6"
9'-1" to 10'-0"	13 1/2"	#6	2'-0"	17"	#6	2'-6"	19 1/2"	#6	3'-0"	21"	#6	3'-0"
10'-1" to 11'-0"	14 1/2"	#6	2'-6"	18 1/2"	#6	3'-0"	21"	#6	3'-0"	23 1/2"	#6	3'-0"
11'-1" to 12'-0"	15 1/2"	#6	2'-6"	20"	#6	3'-0"	23"	#7	3'-6"	25 1/2"	#7	3'-6"
12'-1" to 13'-0"	17"	#6	3'-0"	21 1/2"	#7	3'-6"	24 1/2"	#7	3'-6"	27 1/2"	#7	4'-0"
13'-0" to 14'-0"	18"	#7	3'-0"	23"	#7	3'-6"	26 1/2"	#7	4'-0"	29 1/2"	#7	4'-0"
14'-1" to 15'-0"	19"	#7	3'-0"	25"	#7	4'-0"	28"	#7	4'-0"	31 1/2"	#7	4'-6"
15'-1" to 16'-0"	20 1/2"	#7	3'-6"	26 1/2"	#7	4'-0"	30"	#8	4'-6"			
16'-1" to 17'-0"	21 1/2"	#7	3'-6"	28"	#8	4'-6"						
17'-1" to 18'-0"	22 1/2"	#8	4'-0"	29 1/2"	#8	4'-6"						

CASE 2 **CONCRETE WALL**



MIN. BEARING SHALL BE 0.5 O.D. OF PIPE



WALL SECTION

NOTES

1. THE SUPPORTING WALL SHALL HAVE A FIRM BEARING ON THE SUBGRADE AND AGAINST THE SIDES OF THE EXCAVATION.
2. ANY CONDUIT PASSING THROUGH THE WALL SHALL HAVE 2-INCH CLEARANCE FROM THE WALL.
3. 4-INCH DIAMETER OPENINGS THROUGH THE WALL AT 2 FT. O.C. HORIZONTALLY AND AT 5 FT. O.C. VERTICALLY SHALL BE PROVIDED TO PREVENT UNEQUAL PRESSURE RESULTING FROM JETTED BACKFILL.
4. IF SUPPORTED PIPE IS BEDDED IN CONCRETE, MINIMUM THICKNESS OF WALL SHALL EQUAL BEDDING WIDTH.
5. BRICK WITH MORTAR JOINTS MAY BE USED IN LIEU OF CONCRETE FOR WALLS UP TO 5 FT. IN HEIGHT OR LENGTH.



SUPPORTS FOR CONDUIT ACROSS TRENCHES

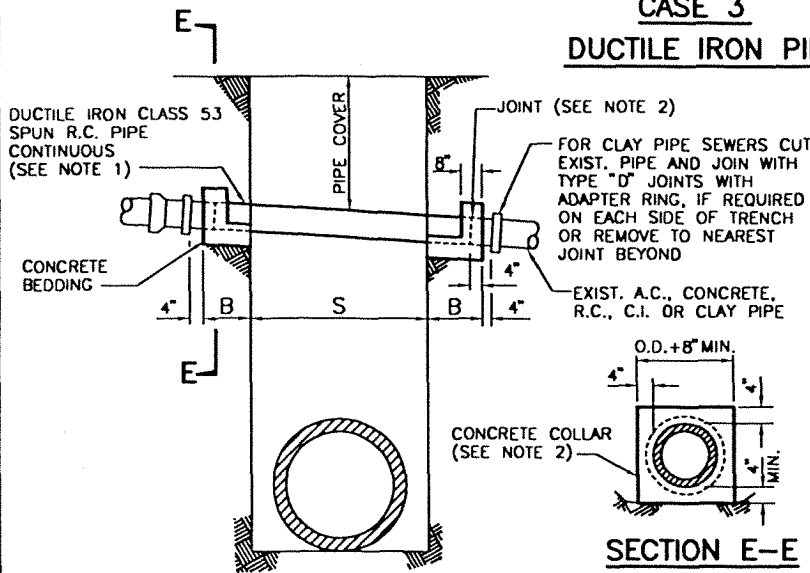
DRAWN: STAFF CKD.: STAFF *AB*

Department of Public Works

APPR. *Granville M. Bowman*
Granville M. Bowman

STANDARD PLAN
2002
PLATE 404
SHEET 1 OF 2

CASE 3 DUCTILE IRON PIPE



ALLOWABLE SPANS AND MIN. REQUIRED BEARING FOR DUCTILE IRON PIPE

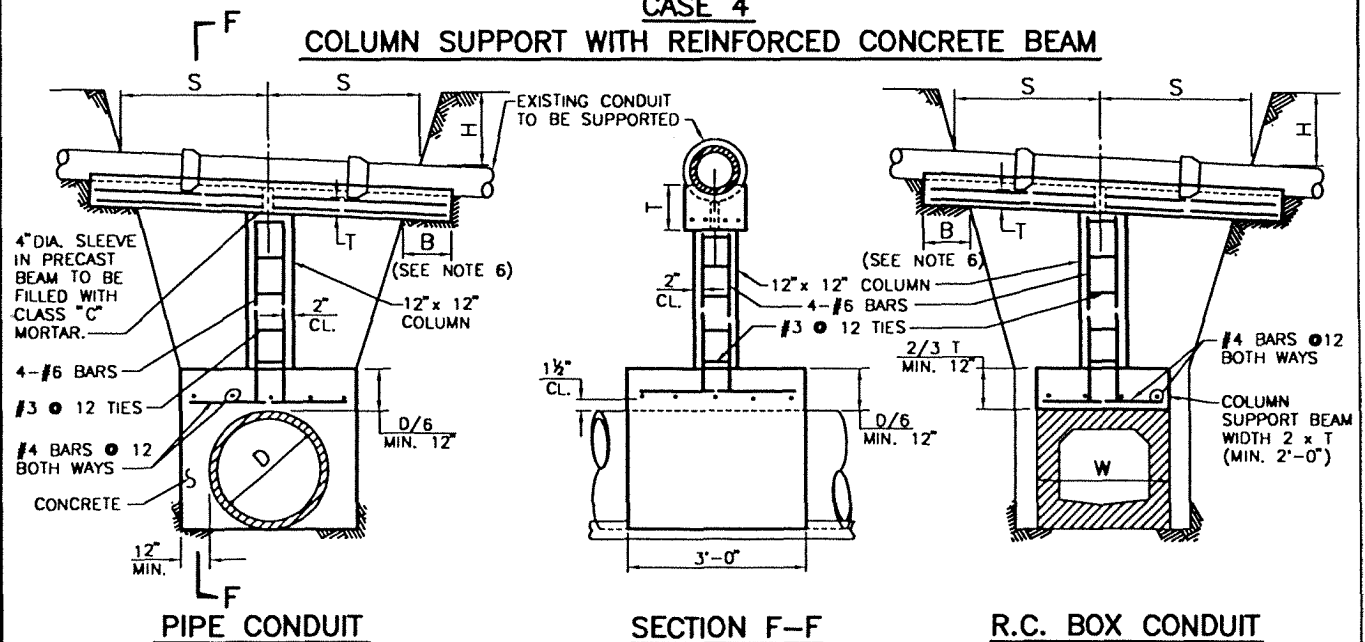
DEPTH OF COVER	6" PIPE		8" PIPE		10" PIPE	
	S(Max)	B(Min)	S(Max)	B(Min)	S(Max)	B(Min)
0' TO 8'-0"	11'-0"	1'-6"	13'-6"	1'-6"	16'-6"	2'-0"
8'-1" TO 16'-0"	8'-0"	1'-6"	10'-0"	2'-0"	12'-0"	2'-6"
16'-1" TO 25'-0"	7'-0"	1'-6"	9'-0"	2'-0"	10'-6"	2'-6"

NOTES

- 2000-D SPUN R.C. PIPE OF SAME DIAMETER AS THE EXISTING PIPE MAY BE USED ONLY WHEN THE EXISTING PIPE IS A.C., CONCRETE OR R.C. PIPE AND THE TRENCH WIDTH IS 5'-0" OR LESS.
- THE CONCRETE COLLAR JOINT SHALL BE USED FOR JOINTS IN STORM DRAIN PIPE.

SECTION E-E

CASE 4 COLUMN SUPPORT WITH REINFORCED CONCRETE BEAM



NOTES

- SPAN "S" SHALL BE MAXIMUM 18 FT. FOR EARTH COVER 8 FT. OR LESS, 12 FT. FOR EARTH COVER 16 FT. OR LESS, AND 10 FT. FOR OVER 16 FT. EARTH COVER.
- ALL CONCRETE SHALL BE 560-B-3250.
- WHEN THE PIPE TO BE SUPPORTED CROSSES THE TRENCH ON A SKEW ANGLE, THE WALL OR BEAM WHICH SUPPORTS THE COLUMN SHALL BE CONSTRUCTED AT RIGHT ANGLE TO THE TRENCH.
- SUPPORT SYSTEM MAY BE USED OVER CAST-IN-PLACE STRUCTURES.
- BACKFILL ABOVE THE SUPPORT BEAM SHALL NOT BE PLACED UNTIL 72 HOURS AFTER THE SUPPORT IS POURED.
- REINFORCED CONCRETE BEAM DIMENSIONED AND REINFORCED PER TABLE UNDER CASE 1.

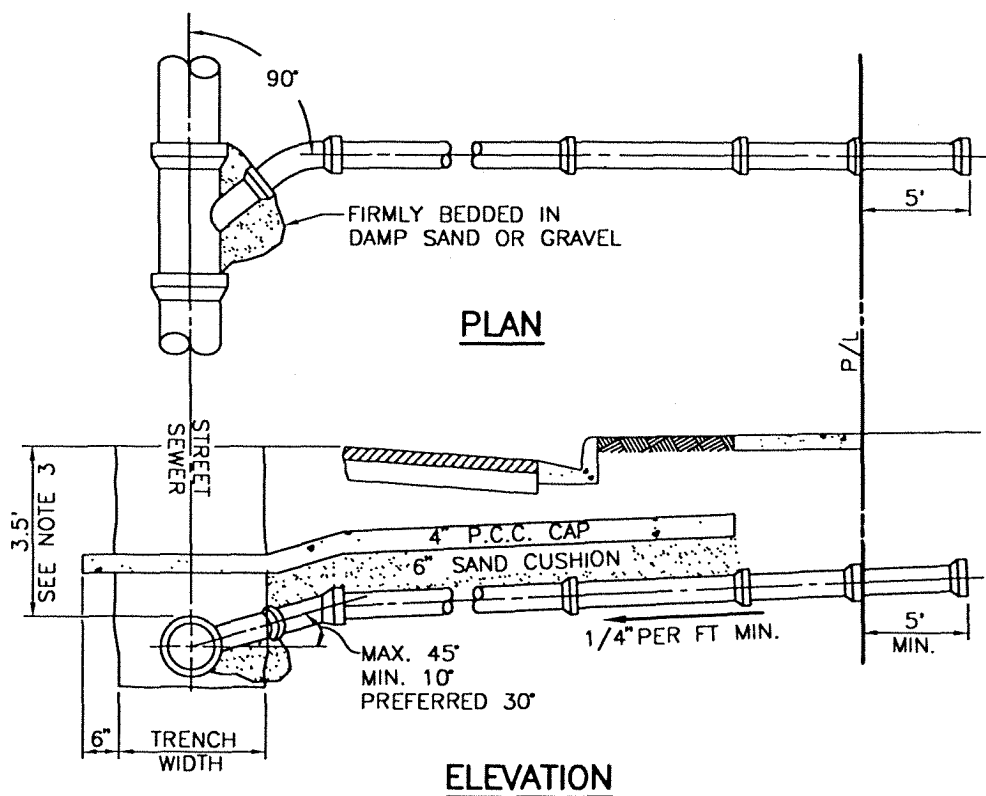
GENERAL NOTES

- "S" IS THE SPAN OF THE PIPE SUPPORT ALONG ITS CENTERLINE.
- "B" IS THE LENGTH OF BEARING OF THE SUPPORT AGAINST UNDISTURBED EARTH MEASURED ALONG THE PIPE CENTERLINE.
- CASE 2 SHALL BE USED FOR PARTIAL CROSSINGS, EXCEPT THAT WHERE THE DISTANCE FROM A SEWER CHIMNEY TO UNDISTURBED EARTH IS 18 INCHES OR LESS, THE TRENCH BACKFILL MAY BE DENSIFIED TO 18 INCHES ABOVE A HOUSE CONNECTION SEWER AND THEN RE-EXCAVATED FOR THE PIPE INSTALLATION.
- ANY SEWER OR STORM DRAIN EXPOSED OR PARTIALLY EXPOSED IN A TUNNEL EXCAVATION SHALL BE SUPPORTED WITH A WALL CASE 2.
- IF BEDDING IS REMOVED FROM THE EXISTING PIPE THAT WILL REMAIN IN PLACE, THE PIPE SHALL BE EMBEDDED WITH CONCRETE.
- UNLESS OTHERWISE INDICATED, CONCRETE SHALL BE CLASS 420-C-2000.

	CITY OF		SUPPORTS FOR CONDUIT ACROSS TRENCHES		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STAFF			PLATE 404
Department of Public Works			APPR. Granville M. Bowman		SHEET 2 OF 2

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE



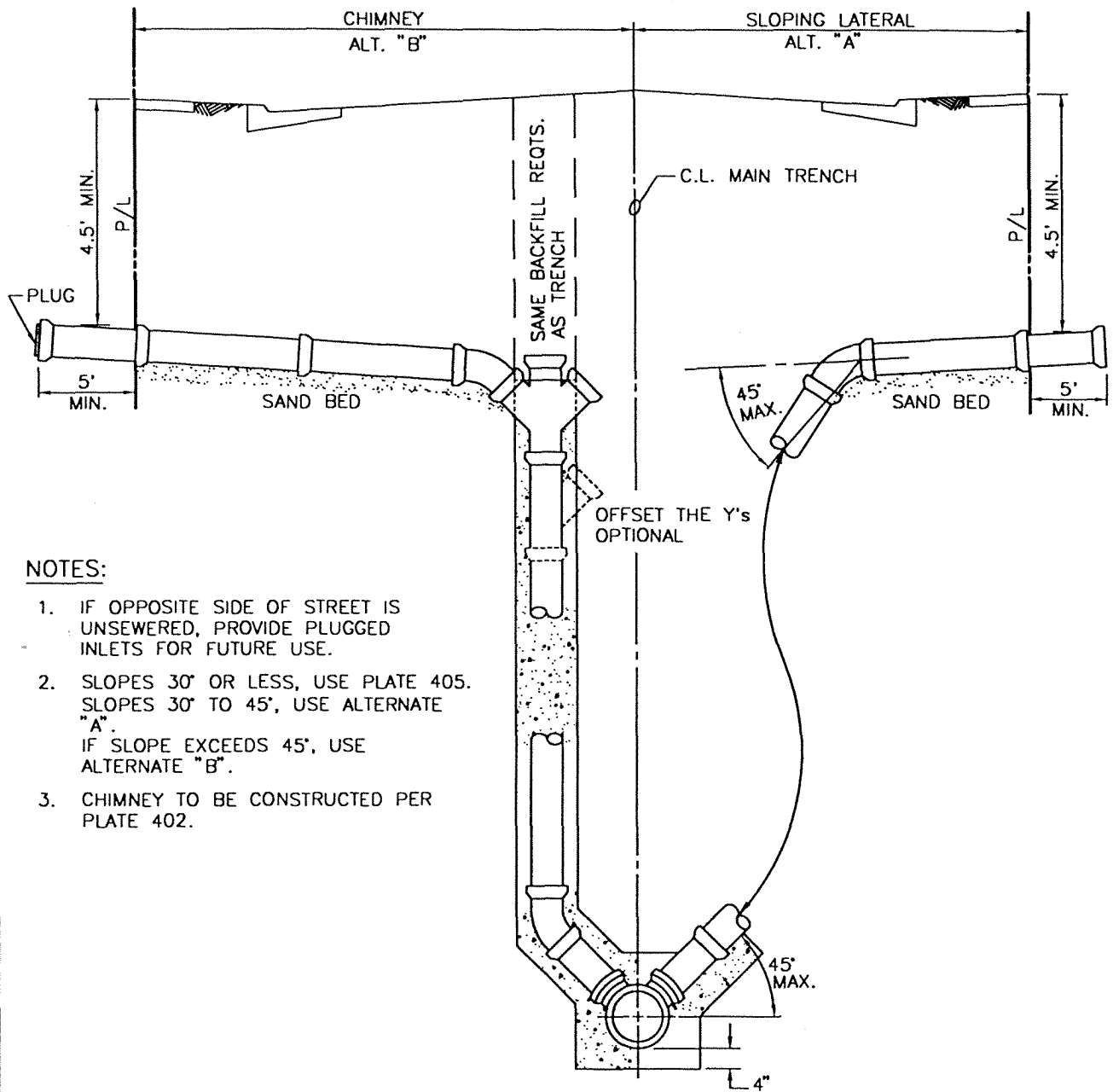
NOTES:

1. ON EXISTING SEWER, INSTALL APPROVED STANDARD SADDLE OR PREMOLDED "Y" AND STRONGBACK CALDER COUPLING. THE MAIN SHALL BE CORED WHEN USING A SADDLE.
2. IF SLOPE EXCEEDS 45°, SEE PLATE 406.
3. WHEN COVER OVER EXISTING SEWER MAIN OR LATERAL IS LESS THAN 3.0', A P.C.C. CAP IS REQUIRED FOR TRENCH WIDTH PLUS 6" EACH SIDE OF TRENCH ON MAIN AND LATERALS.
4. INSTALL A PREFORMED "Y" OR MANHOLE IF THE SERVICE LATERAL IS LARGER THAN 1/2 I.D. OF THE MAIN SEWER I.D..
5. MARK "S" ON CURB FACE.
6. LATERAL SHALL BE PERPENDICULAR TO THE MAIN WHENEVER POSSIBLE.
7. PIPE MATERIAL FOR LATERAL WITHIN STREET RIGHT-OF-WAY SHALL BE V.C.P. OR PVC (SDR 35).

	CITY OF		HOUSE CONNECTION (6" & BELOW)		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STAFF	 APPR. Granville M. Bowman		PLATE 405
Department of Public Works					SHEET 1 OF 1

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE

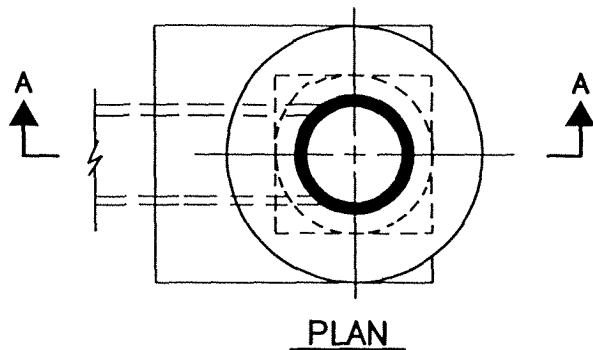


NOTES:

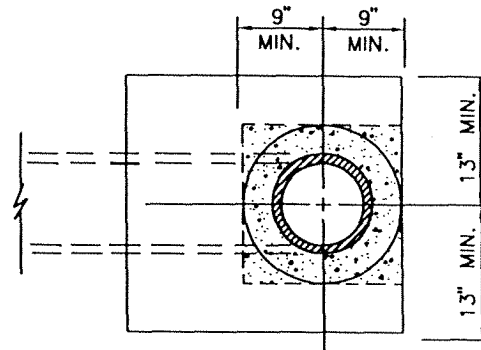
1. IF OPPOSITE SIDE OF STREET IS UNSEWERED, PROVIDE PLUGGED INLETS FOR FUTURE USE.
2. SLOPES 30° OR LESS, USE PLATE 405. SLOPES 30° TO 45°, USE ALTERNATE "A". IF SLOPE EXCEEDS 45°, USE ALTERNATE "B".
3. CHIMNEY TO BE CONSTRUCTED PER PLATE 402.

ELEVATION

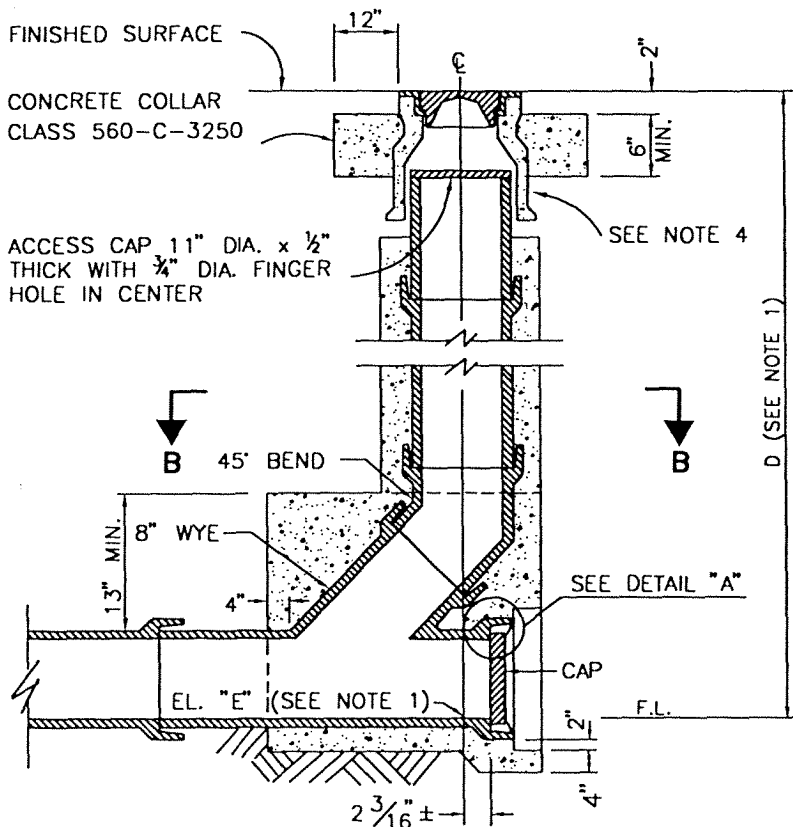
	CITY OF		STEEP SERVICE LATERAL		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STAFF <i>LB</i>	APPR. <i>Granville M. Bowman</i>		PLATE 406
Department of Public Works				Graville M. Bowman	SHEET 1 OF 1



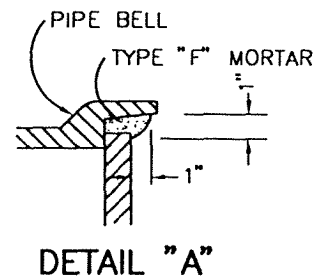
PLAN



SECTION B-B



SECTION A-A



DETAIL "A"

NOTES:

1. SEE PROJECT PLANS FOR VALUES OF DIMENSION "D" AND ELEVATION "E".
2. PIPE AND FITTINGS EXCEPT, AS OTHERWISE SHOWN HEREON, SHALL BE OF THE SAME MATERIAL AS THE SEWER UNLESS APPROVED ADAPTORS ARE UTILIZED AND MAY BE ANY OF THE FOLLOWING:
A. VC PIPE
B. PVC PLASTIC PIPE (SDR 35).
3. PIPES AND FITTINGS SHALL BE PROPERLY ALIGNED AND MAINTAINED WHILE CONCRETE IS BEING PLACED AND ALLOWED TO HARDEN. JOINTS FOR PIPES AND FITTINGS SHALL BE MADE PRIOR TO PLACING CONCRETE. CONCRETE FOR BEDDING, ENCASEMENT, AND WALL SUPPORT FOR PIPES AND FITTINGS SHALL BE PLACED UNIFORMLY AROUND THE PIPE AND FITTINGS AS SHOWN HEREON TO MAINTAIN PROPER ALIGNMENT AND SHALL BE CLASS 420-C-2000.
4. THE FRAME AND COVER SHALL BE MADE OF GRAY CAST IRON AS MANUFACTURED BY ALHAMBRA FOUNDRY A-1241 OR APPROVED EQUAL OR CHRISTY 3G GATE VALVE BOX MARKED SEWER.
5. THE CONTRACTOR, AT HIS OPTION, MAY PLACE EITHER A CIRCULAR OR SQUARE CONCRETE PIPE WALL SUPPORTS AS SHOWN HEREON.



CITY OF

TERMINAL CLEANOUT

STANDARD PLAN
2002

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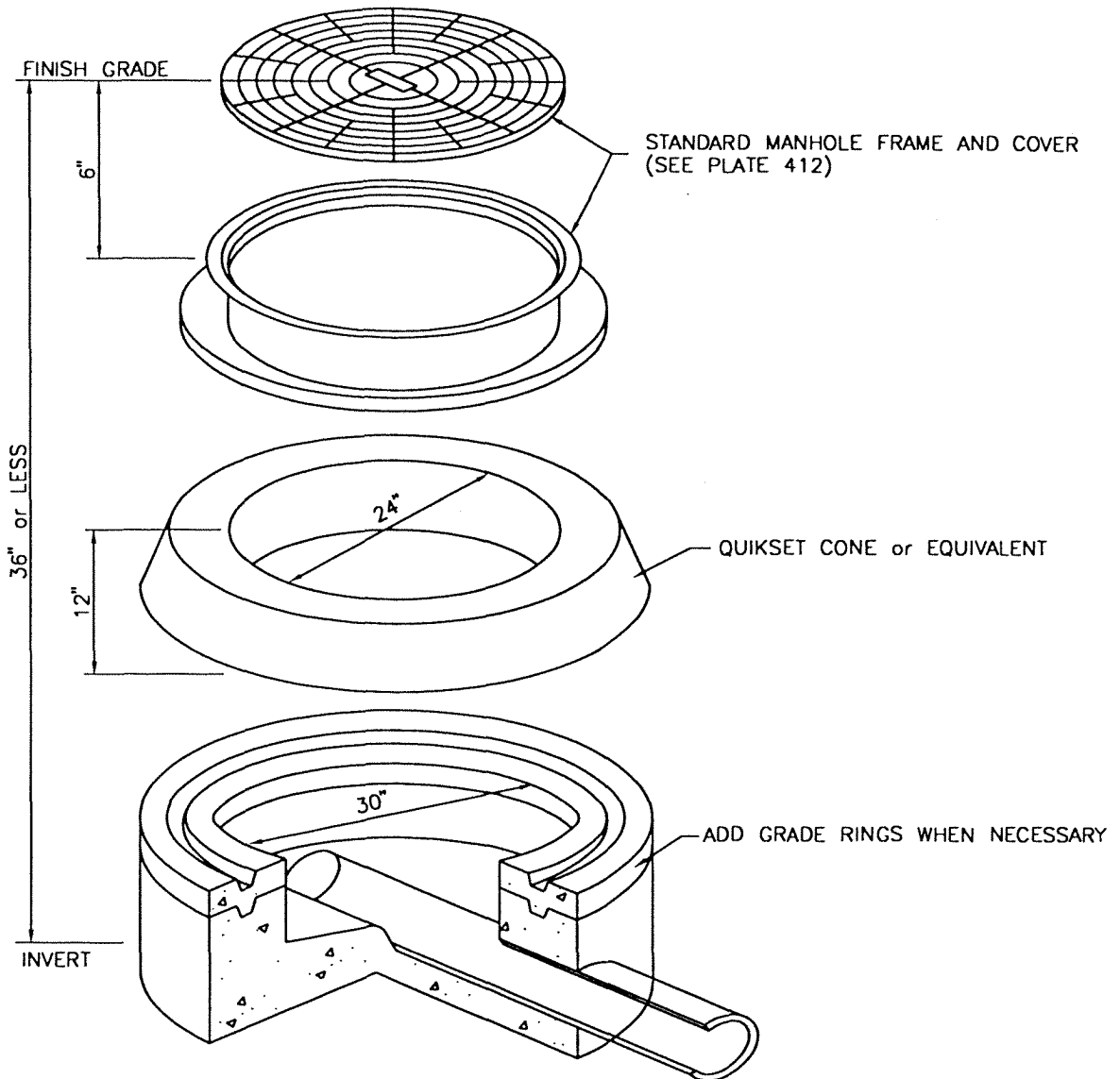
Granville M. Bowman

PLATE 407

SHEET 1 OF 1

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE



NOTES:

1. SEE PLATE 400 FOR ADDITIONAL NOTES NOT MODIFIED BY THIS PLATE
2. USE CONCENTRIC CONES UNLESS OTHERWISE SPECIFIED.



CITY OF

SHALLOW MANHOLE

STANDARD PLAN
2002

DRAWN: STAFF

CKD.: STAFF *LB*

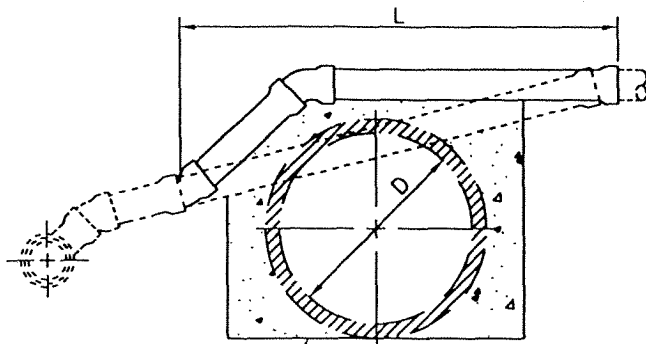
Department of Public Works

APPR.

Granville M. Bowman
Granville M. Bowman

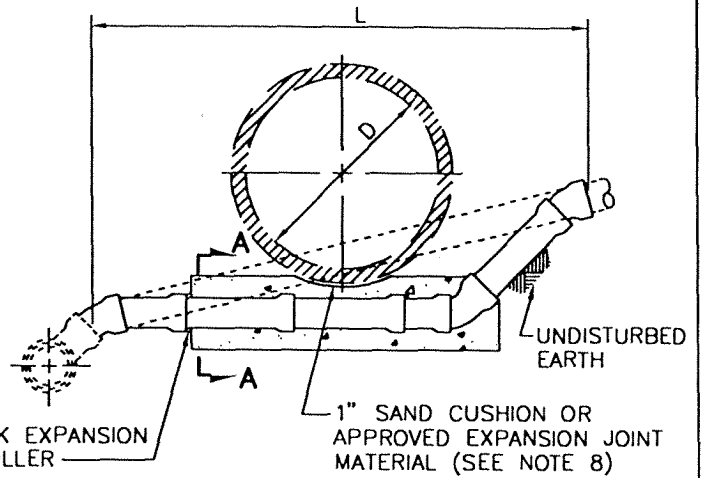
PLATE 408

SHEET 1 OF 1

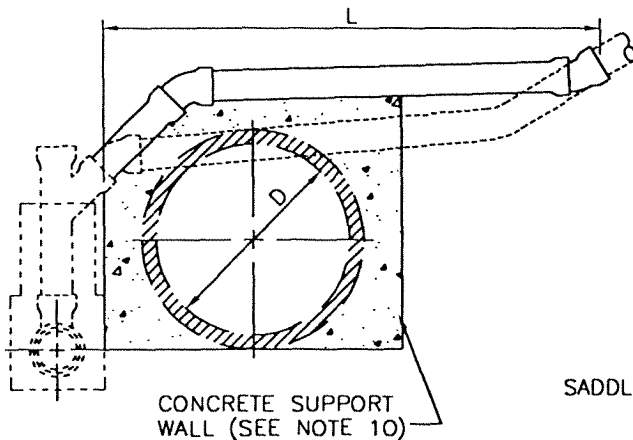


CONCRETE SUPPORT
WALL (SEE NOTE 10)

CASE A

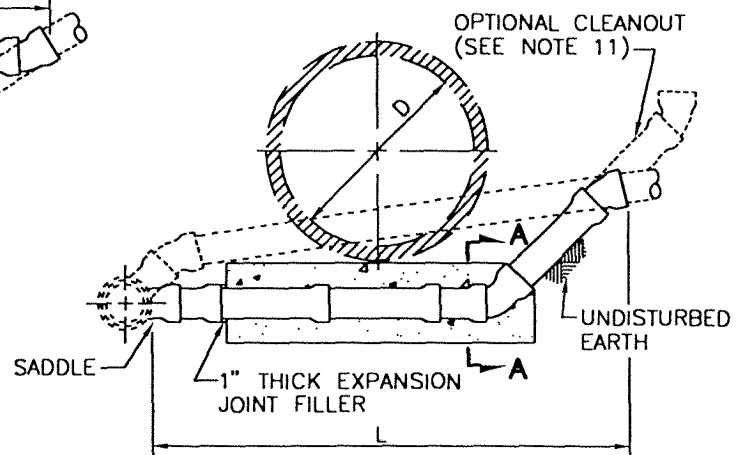


CASE D

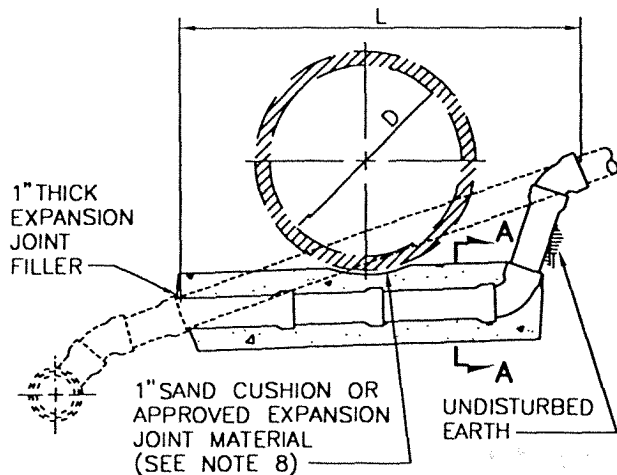


CONCRETE SUPPORT
WALL (SEE NOTE 10)

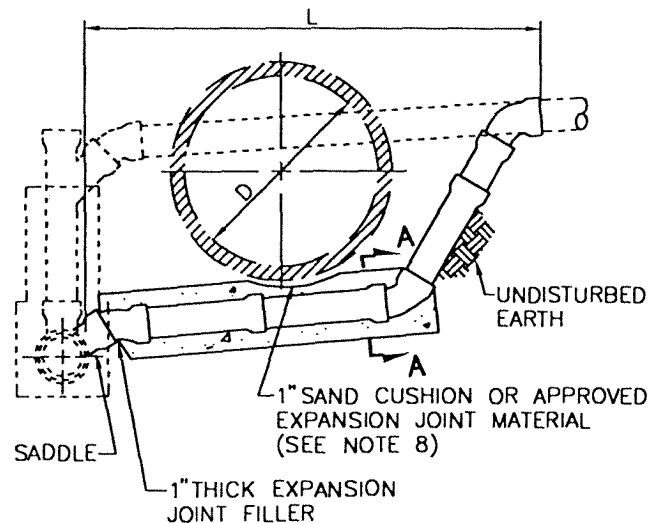
CASE B



CASE E



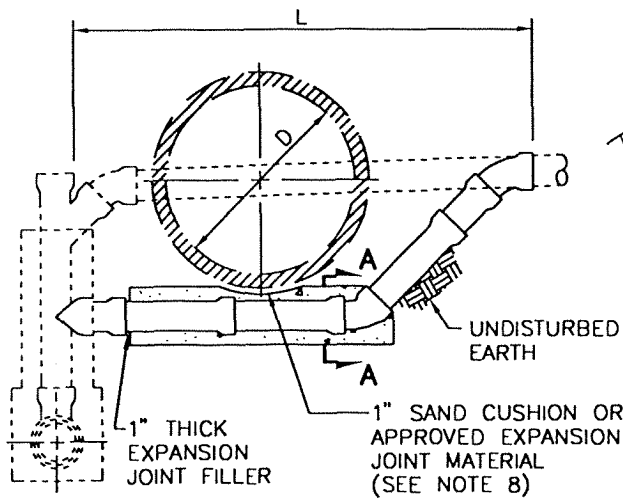
CASE C



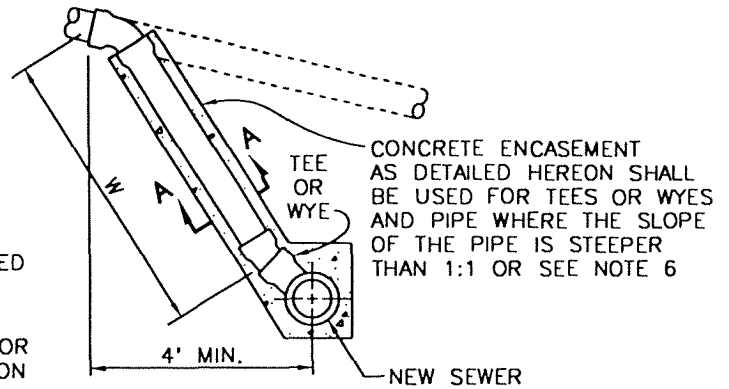
CASE F

STORM DRAIN LINE (GRAVITY) & SEWER LINE (GRAVITY)

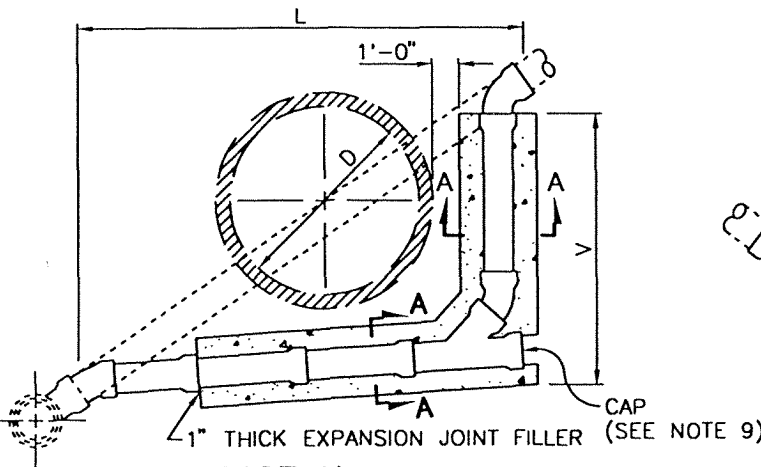
	CITY OF HOUSE CONNECTION REMODELING		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STAFF <i>EB</i>	APPR. <i>Granville M. Bowman</i>	PLATE 409
Department of Public Works			SHEET 1 OF 3



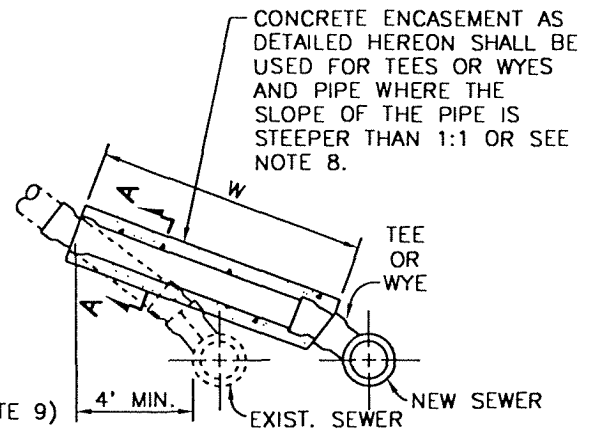
CASE G



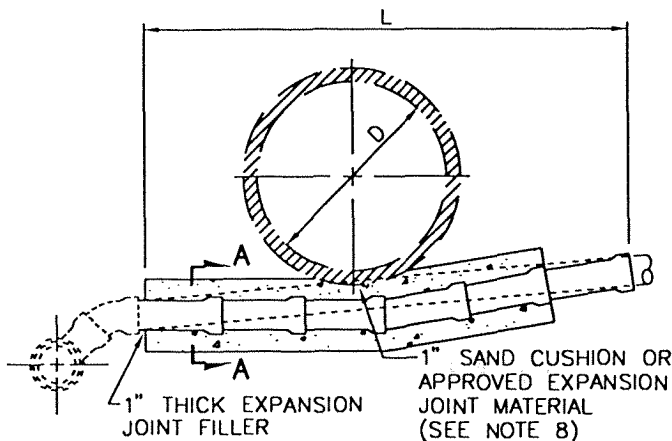
CASE R



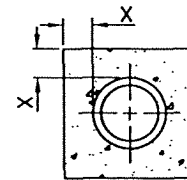
CASE H



CASE S



CASE K



NOMINAL DIA. OF PIPE (INCHES)	MAXIMUM DIMENSIONS X (INCHES)
6	3
8	4
10	5
12	6

SECTION A-A
CONCRETE ENCASUREMENT DETAILS
(SEE NOTE 5)

STORM DRAIN LINE (GRAVITY) & SEWER LINE (GRAVITY)



CITY OF

HOUSE CONNECTION REMODELING

DRAWN: STAFF

CKD.: STAFF *LP*

Department of Public Works

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STANDARD PLAN
2002

PLATE 409

SHEET 2 OF 3

NOTES:

1. EXCEPT AS OTHERWISE INDICATED HEREON OR ON THE PROJECT PLANS, ALL HOUSE CONNECTION REMODELING SHALL CONFORM TO THE APPLICABLE PORTIONS OF STANDARD PLATE 405 HOUSE CONNECTION SEWER.
2. SEE PROJECT PLANS FOR VALUES OF D, L, V AND W. (DIMENSION L IS THE HORIZONTAL LENGTH OF THE HOUSE CONNECTION REMODELING).
3. EXISTING SEWERS ARE INDICATED BY DASHED LINES. HOUSE CONNECTION SEWERS TO BE CONSTRUCTED ARE INDICATED BY SOLID LINES AND SHALL BE OF THE SAME MATERIAL AS THE EXISTING SEWER. THE CONTRACTOR MAY CONSTRUCT THE SEWER WITH OTHER MATERIAL ALLOWED PER STANDARD PLATE 405 PROVIDED HE UTILIZES APPROVED ADAPTORS.
4. 1/16 (22½") OR 1/8 (45") BENDS SHALL BE USED TO REMODEL OR CONSTRUCT ANY SEWER ON A CURVE OR AT ANY CHANGE IN ALIGNMENT. WHERE PHYSICAL OR GEOMETRIC LIMITATIONS PRECLUDE THE USE OF 1/16 OR 1/8 BENDS, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL HIS PROPOSED METHOD OF REMODELING OR CONSTRUCTION.
5. ALL HOUSE CONNECTION SEWERS TO BE CONSTRUCTED UNDER A PROPOSED STORM DRAIN SHALL BE ENCASED IN CONCRETE AS SHOWN HEREON. WHEN THE HOUSE CONNECTION SEWER SLOPE EXCEEDS 1:1, THE CONTRACTOR MAY, AT HIS OPTION, PLACE A CIRCULAR CROSS SECTION WITH MINIMUM COVER EQUAL TO DIMENSION "X" AS SHOWN ON SECTION A-A HEREON IN LIEU OF A SQUARE CROSS SECTION OF CONCRETE. CONCRETE BEDDING AND ENCASEMENT SHALL BE CLASS 420-C-2000, AND SHALL EXTEND TO THE FIRST PIPE JOINT AT LEAST 1 FOOT BEYOND THE OUTSIDE DIAMETER OF EACH SIDE OF THE PROPOSED CONDUIT.
6. FOR CASES R AND S, WHEN THE SLOPE OF THE PIPE EXCEED 1:1, THE CONTRACTOR MAY, AT HIS OPTION, CONSTRUCT A CHIMNEY CONFORMING TO STANDARD PLATE 402 ON THE NEW SEWER IN LIEU OF CONSTRUCTING THE ENCASEMENT SHOWN HEREON.
7. FOR CASE E AND F, SADDLES SHALL BE CONNECTED EITHER TO THE LENGTH OF PIPE CONTAINING THE EXISTING TEE OR WYE OR TO THE ADJACENT DOWNSTREAM PIPE LENGTH.
8. CONDUITS TO BE INSTALLED OVER OR WITHIN ONE INCH OF ANY CONCRETE ENCASEMENT OR STRUCTURE, WHETHER EXISTING OR TO BE PLACED IN CONFORMITY WITH THE REQUIREMENTS HEREIN, SHALL BE INSTALLED ON A ONE-INCH SAND CUSHION OR APPROVED EXPANSION JOINT MATERIAL. CONCRETE ENCASEMENT INSTALLED PURSUANT TO THIS STANDARD PLAN SHALL BE SEPARATED FROM EXISTING CONDUIT WITH ONE-INCH THICK EXPANSION JOINT MATERIAL.
9. THOSE PORTIONS OF AN ABANDONED PIPE LOCATED BENEATH OR WITHIN 6 INCHES OF A RELOCATED HOUSE CONNECTION SEWER SHALL BE REMOVED. THE EXCAVATION SHALL BE REFILLED TO THE GRADE OF THE NEW PIPE INVERT WITH CLASS 100-E-100 CONCRETE. THE CONTRACTOR MAY AT HIS OPTION, SUBSTITUTE MECHANICALLY COMPACTED BACKFILL IN LIEU OF THE CLASS 100-E-100 CONCRETE. THOSE PORTIONS OF ABANDONED PIPE NOT REMOVED SHALL BE SEALED. WHERE CAPS ARE USED, THEY SHALL BE SEALED BY FILLING THE SPACE ABOVE THE CAP WITH SAND AND A ONE INCH THICK COATING OF TYPE "F" MORTAR.
10. SUPPORT WALLS SHALL CONFORM TO STANDARD PLATE 404.
11. WHEN INDICATED ON THE PROJECT PLANS OR THE SPECIAL SPECIFICATIONS, A CLEANOUT SHALL BE CONSTRUCTED IN CONJUNCTION WITH CASE E AS FOLLOWS:
 - A. SUBSTITUTE A "Y" FOR THE 1/8 BEND.
 - B. PLACE A 1/8 BEND ON THE UPPER END OF THE "Y".
 - C. CAP TOP OF 1/8 BEND WITH A CAP AND SEAL WITH ONE INCH THICK TYPE "F" MORTAR AROUND THE CIRCUMFERENCE OF THE CAP.

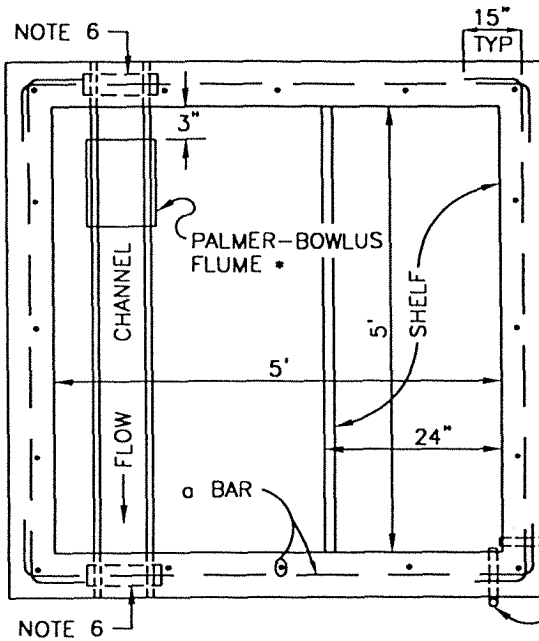
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REV.	APPR. BY	DATE

	HOUSE CONNECTION REMODELING		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STSFF <i>LD</i>	APPR. <i>Gronville M. Bowman</i> Gronville M. Bowman
Department of Public Works			SHEET 3 OF 3

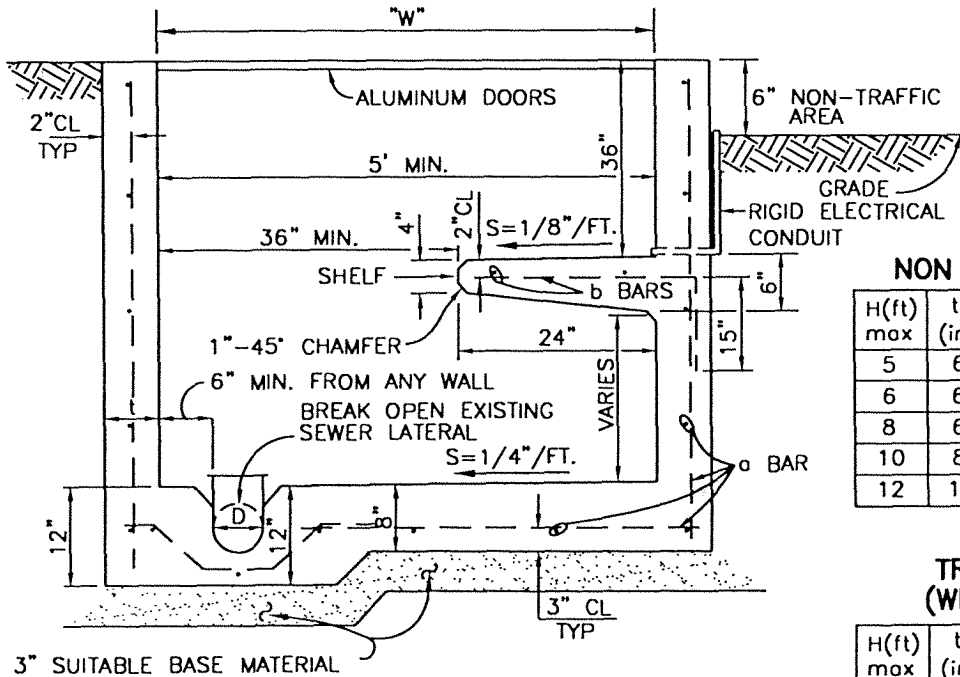
NOTES:

1. SHELVES TO HAVE A NON-SKID SURFACE.
2. "D"—DIAMETER OF SEWER LINE AND MEASURING FLUME.
3. SEE TABLE FOR "t", AND "a" AND "b" BARS.
4. ALL ELECTRICAL WIRING WITHIN THE VAULT SHALL BE ENCASED IN RIGID CONDUIT.
5. LOCATION MUST BE APPROVED BY THE SOURCE CONTROL PROGRAM OF THE WASTEWATER DIVISION.
6. TIGHT-FITTING RUBBER O-RING FOR SEALING PLASTIC PIPE TO THE CONCRETE WALL.
7. PROTECTIVE COATING PER PLATE 400.



PLAN VIEW

* PLASTI-FAB PALMER-BOWLUS FLUME OR APPROVED EQUAL



SECTION

NON TRAFFIC AREA VAULT

H(ft) max	t (in)	REINFORCEMENT	
		a BARS	b BARS
5	6	#3 @ 18"	#3 @ 14"
6	6	#3 @ 14"	#3 @ 14"
8	6	#4 @ 12"	#3 @ 14"
10	8	#4 @ 10"	#3 @ 14"
12	10	#4 @ 8"	#3 @ 14"

**TRAFFIC AREA VAULT
(WITH H-20 LOADING)**

H(ft) max	t (in)	REINFORCEMENT	
		a BARS	b BARS
5	6	#4 @ 10"	#3 @ 14"
6	6	#4 @ 8"	#3 @ 14"
8	8	#4 @ 6"	#3 @ 14"
10	9	#4 @ 6"	#3 @ 14"
12	10	#5 @ 6"	#3 @ 14"



CITY OF

INDUSTRIAL WASTE FLOW MONITORING VAULT

DRAWN: STAFF

CKD.: STAFF / B

Department of Public Works

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Granville M. Bowman

STANDARD PLAN
2002

PLATE 410

SHEET 1 OF 2

FLOW MONITORING VAULT

VAULT DIMENSIONS:

1. MINIMUM VAULT SIZE TO BE 5'-0" X 5'-0"
2. FOR SEWER LATERALS DEEPER THAN 5', VAULT SIZE TO BE MIN. 6'-0" X 6'-0"
3. VAULT SIZES TO BE DETERMINED ACCORDING TO THE FOLLOWING FORMULA:
WIDTH = $D+4'$ MIN. WIDTH = 5'-0"
LENGTH = $3D+2'$ MIN. LENGTH = 5'-0"

VAULT LOCATION:

1. CONTACT "ENVIRONMENTAL CONTROL SUPERVISOR" PRIOR TO CONSTRUCTION FOR APPROVAL OF VAULT LOCATION. PHONE 488-3517. CONFIRM THAT THE STANDARD DRAWING CONTAINS THE LATEST REVISIONS.
2. VAULTS TO BE LOCATED AWAY FROM TRAFFIC AREAS IF POSSIBLE. HOWEVER, IF INSTALLED IN TRAFFIC AREA, MUST BE CAPABLE OF CARRYING H-20 LOADING. RECESSED LOCKABLE HASP REQUIRED FOR TRAFFIC AREAS.
3. VAULTS USING PALMER-BOWLUS FLUMES TO BE LOCATED ACCORDING TO CRITERIA IN TABLE A AND OTHER SPECIAL PROVISIONS.

TABLE "A" MIN. AND MAX. RECOMMENDED FLOW RATES FOR FREE FLOW THROUGH PLASTI-FAB PALMER-BOWLUS FLUMES							
UPSTREAM PIPE DIAMETER	MAXIMUM SLOPE ALLOWABLE FOR UPSTREAM PIPE	MIN. HEAD FT.	MIN. FLOW RATE		MAX. HEAD FT.	MAX. FLOW RATE	
			M.G.D.	C.F.S.		M.G.D.	C.F.S.
6"	0.022	0.11	0.023	0.035	0.36	0.203	0.315
8"	0.020	0.15	0.048	0.074	0.49	0.433	0.670
10"	0.018	0.18	0.079	0.122	0.61	0.752	1.160
12"	0.016	0.22	0.128	0.198	0.73	1.180	1.830
15"	0.015	0.27	0.216	0.334	0.91	2.060	3.180
18"	0.014	0.33	0.355	0.549	1.09	3.240	5.010
21"	0.014	0.38	0.504	0.780	1.28	4.810	7.440
24"	0.013	0.44	0.721	1.120	1.46	6.700	10.400
27"	0.013	0.49	0.945	1.460	1.64	8.950	13.800
30"	0.013	0.55	1.260	1.950	1.82	11.600	18.000

OTHER SPECIAL PROVISIONS:

1. THE MAXIMUM UPSTREAM DEPTH SHALL NOT EXCEED 0.90D (D IS THE UPSTREAM PIPE DIAMETER).
2. THE MAXIMUM UPSTREAM SUBMERGENCE SHALL NOT EXCEED 85% OF THE MAXIMUM UPSTREAM DEPTH. THUS, THE DEPTH OF FLOW IN THE UPSTREAM CHANNEL BEFORE INSTALLING THE FLUME (NORMAL DEPTH) SHALL NOT EXCEED 0.75D.
3. THE FLUME WILL FUNCTION PROPERLY IF THE VELOCITY HEAD AT DEPTH FOR MAXIMUM FLOW IS NOT GREATER THAN 1.5X THE NORMAL DEPTH.
4. THE DOWNSTREAM OUTLET PIPE SLOPE SHALL NOT BE LESS THAN THE UPSTREAM PIPE SLOPE BUT MAY BE GREATER IF DESIRED.
5. THE DOWNSTREAM OUTLET PIPE SHALL BE FREE OF OBSTRUCTIONS.
6. UPSTREAM TURBULENCE SHALL BE AVOIDED. NO BENDS, DROP MANHOLES, FLOW JUNCTIONS, ETC., ARE PERMITTED WITHIN 25 PIPE DIAMETERS (D) OF THE METERING STRUCTURE.
7. FOR PLASTIC SEWER PIPE, PLACE TIGHT-FITTING RUBBER RING OVER THE PIPE AT THE MIDPOINT WHERE THE PIPE PASSES THROUGH THE CONCRETE WALL.

VAULT DOORS:

1. DOORS TO BE "BILCO", MODEL "KD" ALUMINUM DOORS OR EQUIVALENT. LOCKABLE HASP TO BE PROVIDED.
2. DOORS TO OPEN PARALLEL TO FLOW.

VAULT SHELF:

1. CONSTRUCT SHELF FULL LENGTH OF VAULT
2. SHELF TO BE CAPABLE OF SUPPORTING 150 P.S.F.
3. SHELF SURFACE TO HAVE NON-SKID ADHESIVE APPLIED
4. OPTIONAL PRECAST SHELF IS TO BE MONOLITHICALLY CAST WITH VAULT.

VAULT DIMENSIONS:

1. OWNER TO FURNISH AND INSTALL APPLICABLE SIZE CALIBRATED FLUME, WEIR, FLOW METER OR SIMILAR CITY-APPROVED DEVICESUITABLE FOR MEASUREMENT OF FLOW RATE AND TOTAL VOLUME. A "CERTIFICATE OF CALIBRATION" MUST BE FURNISHED BY THE MANUFACTURER. THE FLOW MEASURING DEVICE WILL HAVE TO BE RECALIBRATED AT 6 MO. INTERVALS BY THE MANUFACTURER OR APPROVED TESTING LAB WITH A "CERTIFICATE OF CALIBRATION" FURNISHED TO THE CITY.
2. INSTALLATION TO BE DONE ACCORDING TO THE MANUFACTURING SPECIFICATIONS.
3. FLOW SAMPLER TO BE LOCATED DOWNSTREAM OF THE FLUME.



CITY OF

INDUSTRIAL WASTE FLOW MONITORING VAULT

DRAWN: STAFF

CKD.: STAFF *LB*

Department of Public Works

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Granville M. Bowman

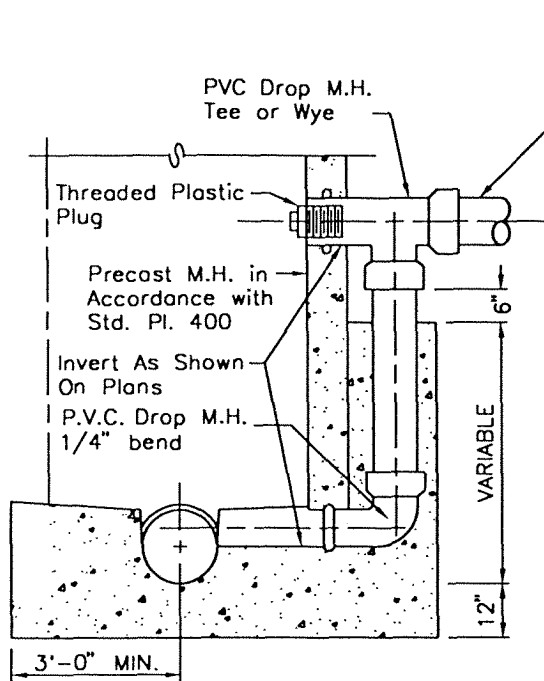
STANDARD PLAN
2002

PLATE 410

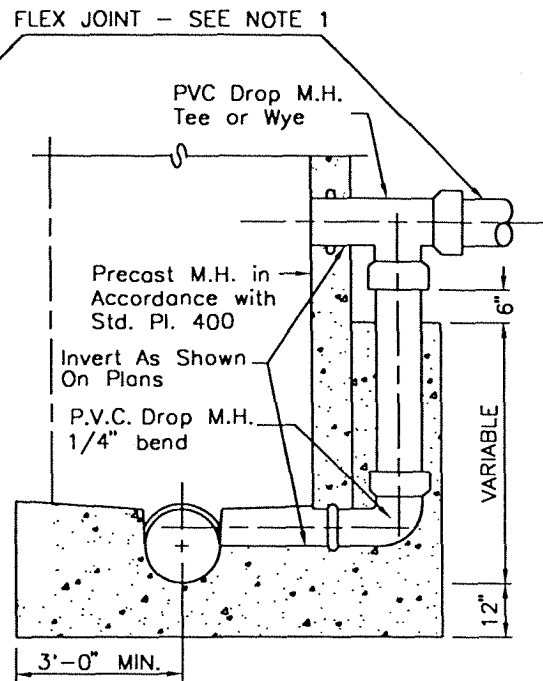
SHEET 2 OF 2

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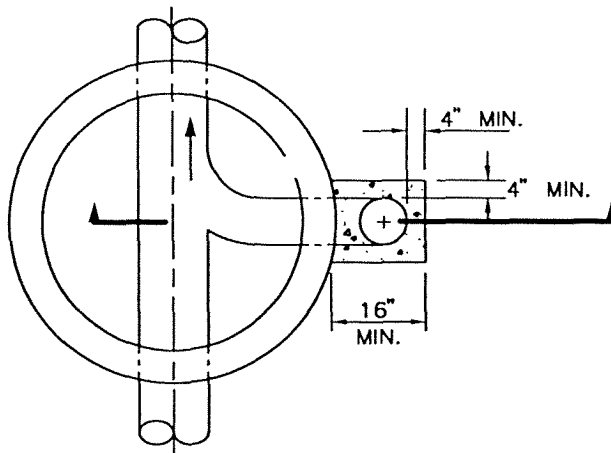
REV.	APPR. BY	DATE



SECTION VIEW
PRESSURE FLOW CASE



SECTION VIEW
GRAVITY FLOW CASE



PLAN VIEW

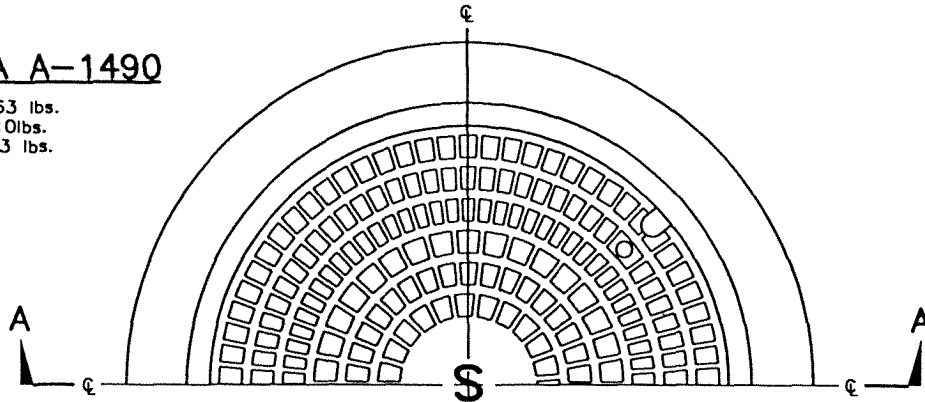
NOTES:

1. PROVIDE FLEX JOINT WITHIN 1' OF TEE
2. FOR NEW CONSTRUCTION, FOUNDATION FOR DROP SECTION TO BE POURED INTEGRAL WITH M.H. BASE.
3. FOR PLASTIC SEWERS, PLACE TIGHT FITTING RUBBER RING OVER PIPE AT MID-POINT WHERE IT PASSES THROUGH CONCRETE WALL.
4. P.C. CONCRETE SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
5. SEE PLATE 400 FOR ADDITIONAL DETAILS OF MANHOLE CONSTRUCTION.

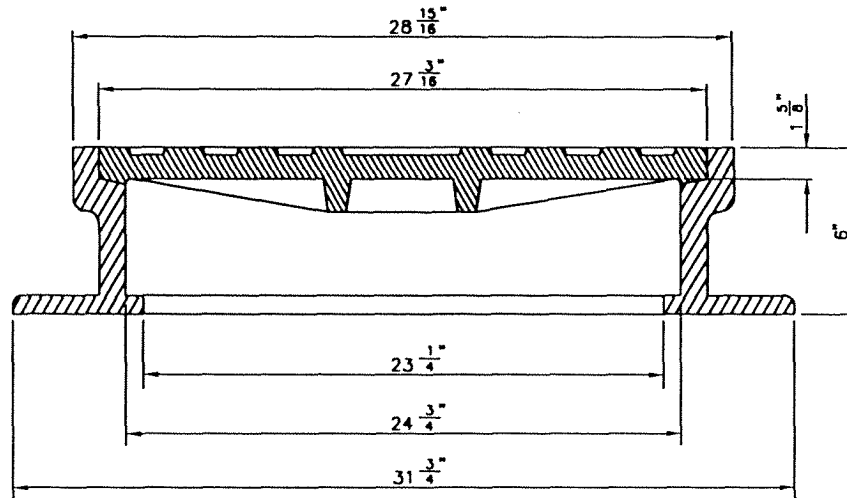
	CITY OF		DROP MANHOLE		STANDARD PLAN 2002
	DRAWN: STAFF		CKD.: STAFF <i>LB</i>		PLATE 411
Department of Public Works				APPR. <i>Granville M. Bowman</i> Granville M. Bowman	SHEET 1 OF 1

ALHAMBRA A-1490

COVER WT. = 263 lbs.
FRAME WT. = 210 lbs.
TOTAL WT. = 473 lbs.



PLAN



SECTION A-A

NOTES:

1. MANHOLE FRAMES AND COVERS SHALL BE MADE OF GRAY CAST IRON CONFORMING TO ASTM A-48-64 AND PAINTED WITH ASPHALTUM PAINT. ALHAMBRA 1490 OR APPROVED EQUAL.
2. FOUNDRY MARK SHALL BE SHOWN ON THE FRAME AND ON THE BOTTOM OF THE COVER.
3. COVERS SHALL BEAR THE LETTER "D" FOR STORM DRAINS AND "S" FOR SEWERS. THE LETTERS SHALL BE APPROXIMATELY 2 1/2" HIGH WITH 1/2" LINE WIDTH AND PLACED IN THE CENTER OF THE COVER. COVERS SHALL ALSO BEAR THE AGENCY'S IDENTIFICATION IN ACCORDANCE WITH INSTRUCTIONS FURNISHED BY THE AGENCY. ALL LETTERS SHALL BE FLUSH WITH THE FINISHED SURFACE OF THE COVER.
4. COVERS FOR MANHOLES LOCATED IN EASEMENTS, PARKWAYS, AND ALL OTHER PLACES EXCEPT PAVED STREETS OR ALLEYS SHALL BE PROVIDED WITH ALLEN SOCKET SET SCREW LOCKING DEVICES. THE CONTRACTOR SHALL DRILL AND TAP TWO HOLES TO A DEPTH OF 1 INCH AT 90 DEGREES TO PICK HOLE AND INSTALL 3/4-BY-3/4-INCH ALLEN SOCKET SET SCREWS.
5. THE WEIGHT OF THE COVER SHALL NOT VARY MORE THAN FIVE PERCENT FROM THAT SHOWN.



CITY OF

MANHOLE FRAME AND COVER

DRAWN: STAFF

CKD.: STAFF

Department of Public Works

APPR.

Granville M. Bowman

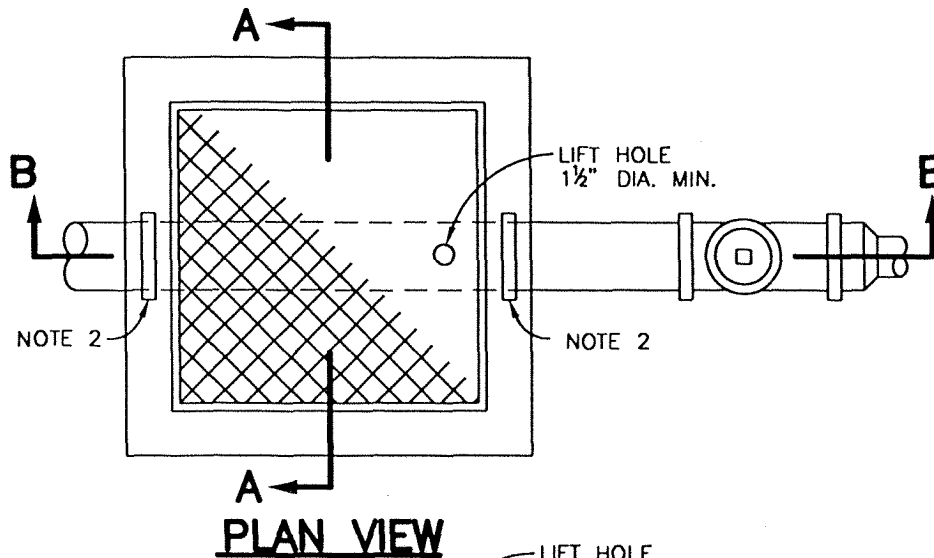
STANDARD PLAN
2002

PLATE 412

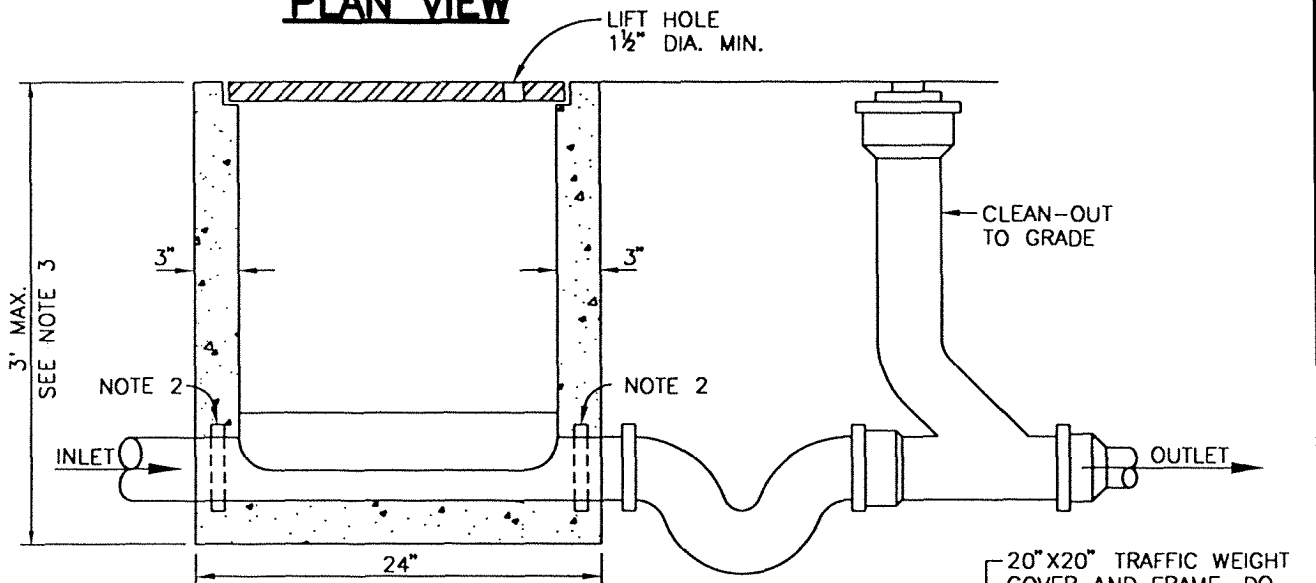
SHEET 1 OF 1

REV.	APPR.	BY	DATE

REV.	APPR.	BY	DATE



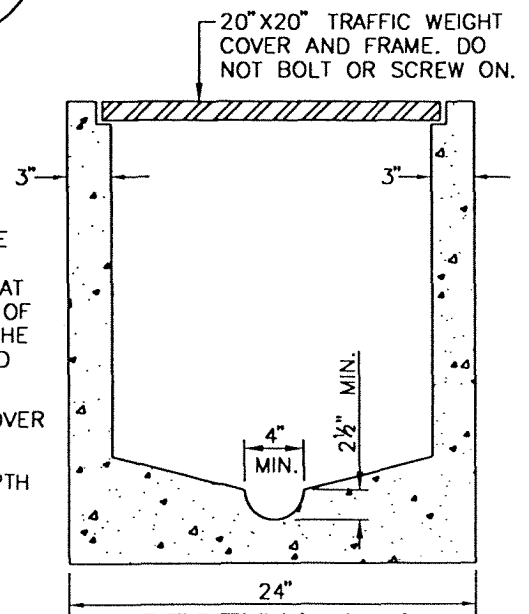
PLAN VIEW



SECTION B-B

NOTES:

1. APPROVAL FOR THE LOCATION OF THE SAMPLING WELL SHALL BE OBTAINED FROM THE SOURCE CONTROL PROGRAM PRIOR TO INSTALLATION. WHEN INSTALLING THE SAMPLE WELL, BE SURE THAT THE INVERT OF THE SAMPLING WELL IS LEVEL WITH THE INVERT OF THE INLET AND OUTLET PIPES. ELEVATE THE SIDEWALLS ABOVE THE SURROUNDING GROUND SURFACE TO EXCLUDE STORM WATER AND OR SURFACE RUNOFF.
2. FOR PLASTIC SEWER PIPE, PLACE TIGHT FITTING RUBBER RING OVER PIPE AT MIDPOINT WHERE IT PASSES THROUGH CONCRETE WALL.
3. USE PRE-CAST CONCRETE MANHOLE PER PLATE 400 WHEN DEPTH IS GREATER THAN 3 FEET.
4. FINAL INSPECTION BY SOURCE CONTROL.
5. PROTECTIVE COATING PER PLATE 400.



SECTION A-A



CITY OF

SAMPLING WELL

DRAWN: STAFF

CKD.: STAFF *LB*

Department of Public Works

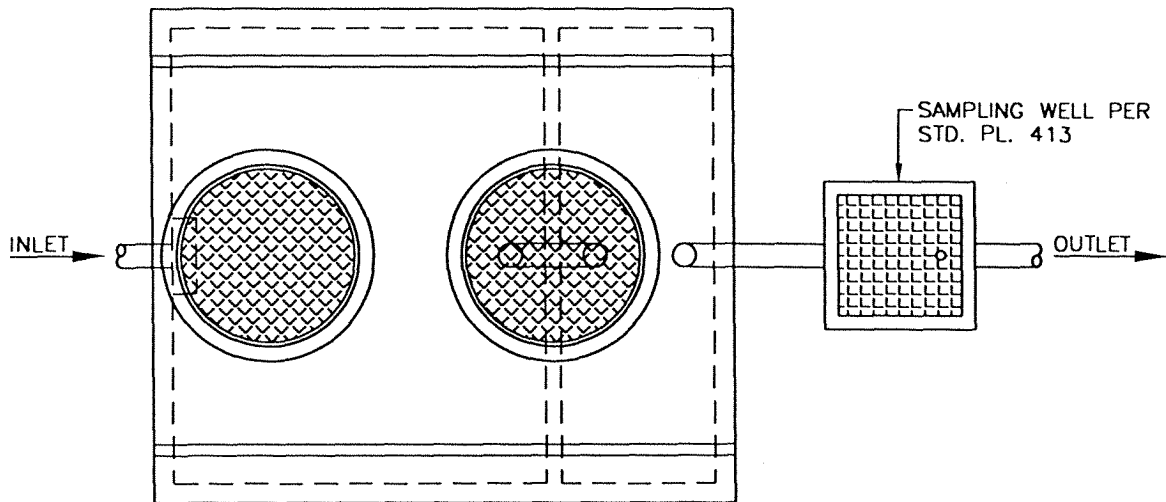
APPR.

Granville M. Bowman
Granville M. Bowman

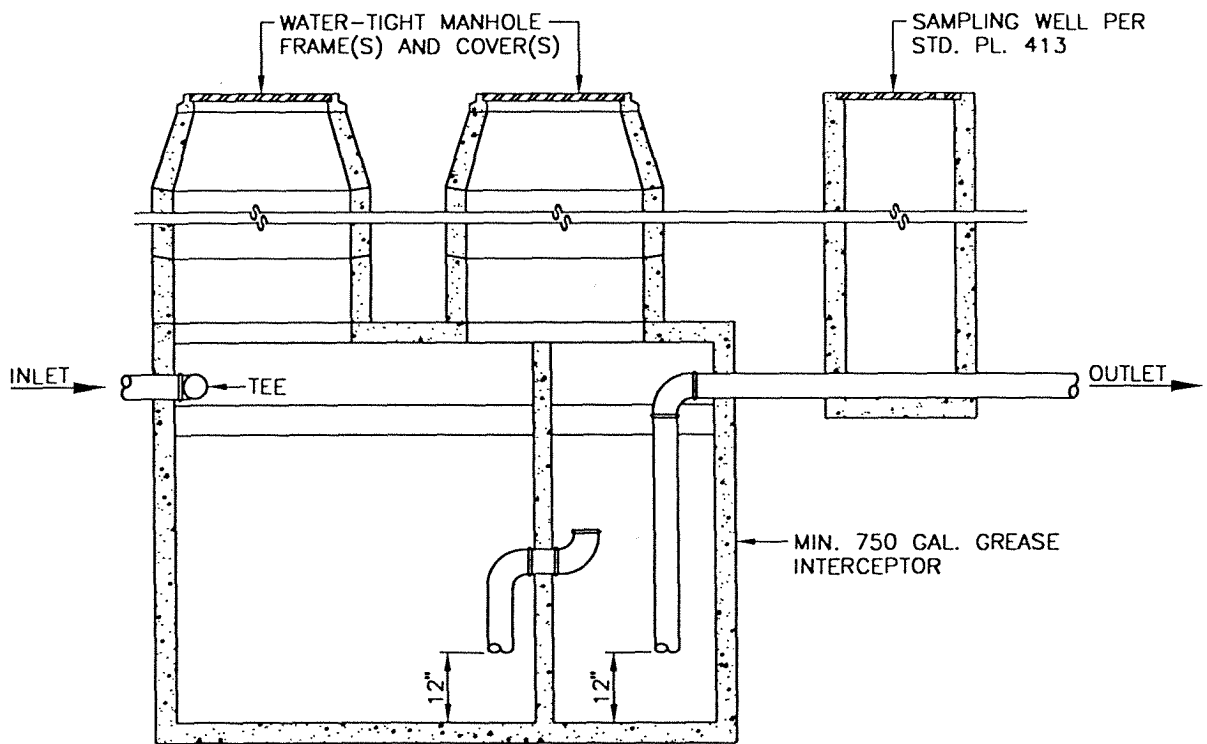
STANDARD PLAN
2002

PLATE 413

SHEET 1 OF 1



PLAN VIEW



LONGITUDINAL SECTION

NOTE:

1. PROTECTIVE COATING PER PLATE 400.



CITY OF

**GREASE INTERCEPTOR
INTERNAL PLUMBING CONFIGURATION**

DRAWN: STAFF

CKD.: STAFF

Department of Public Works

APPR.

Granville M. Bowman

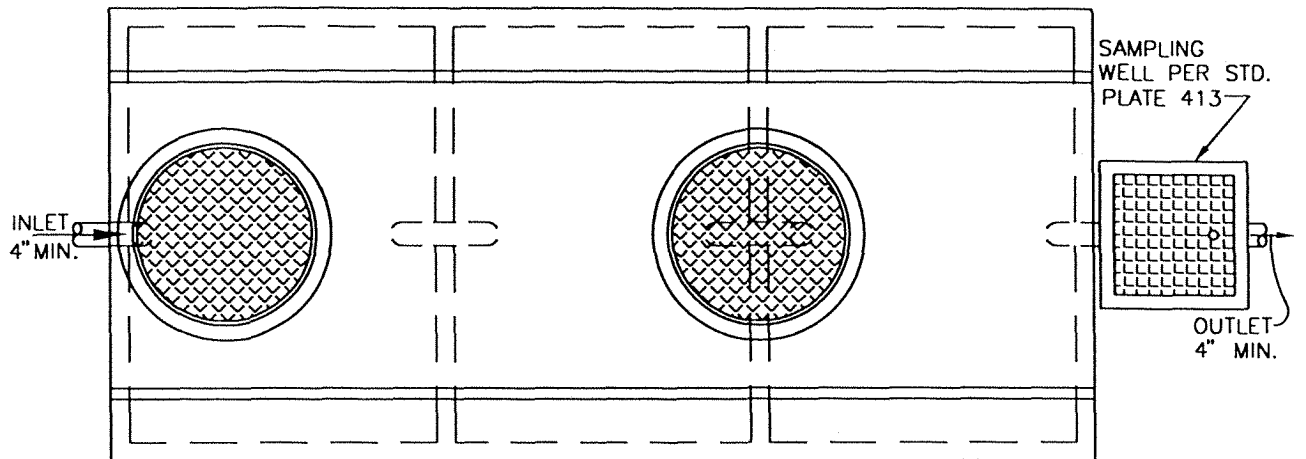
STANDARD PLAN
2002

PLATE 415

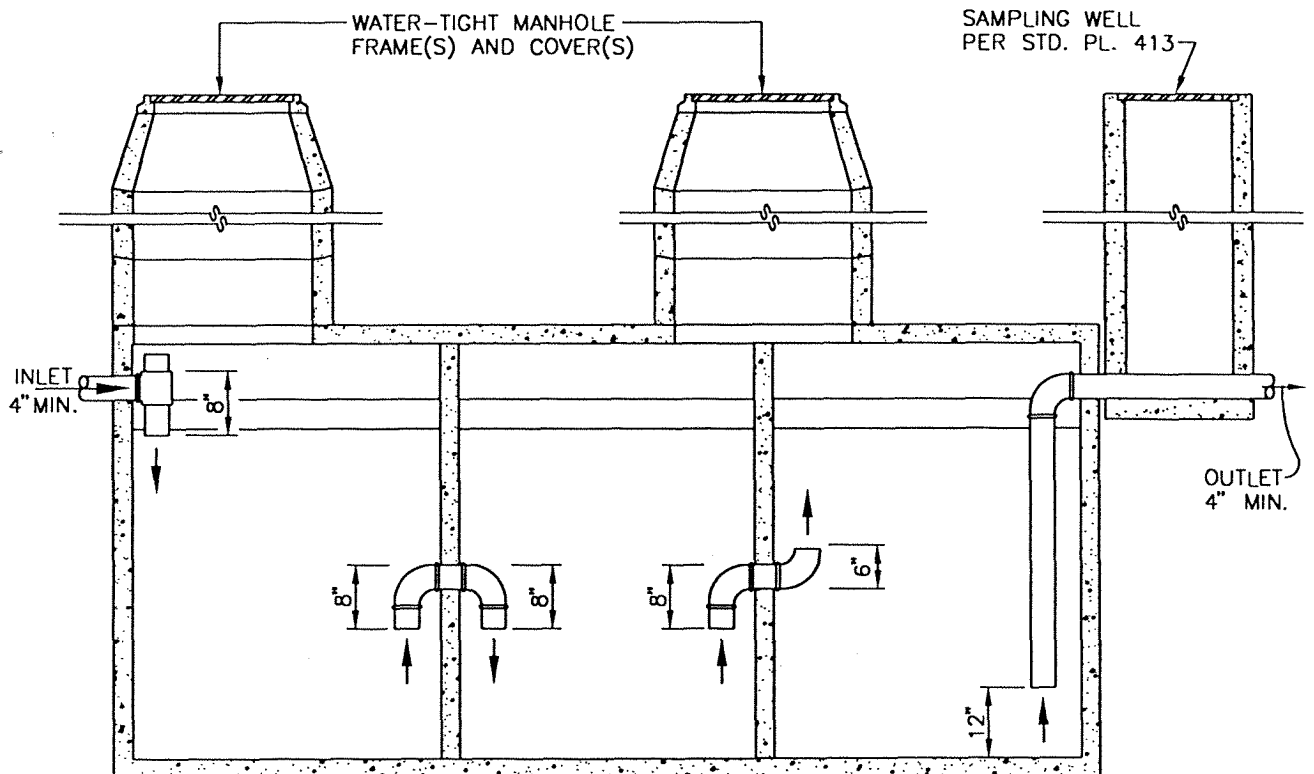
SHEET 1 OF 1

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE



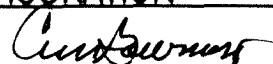
PLAN VIEW



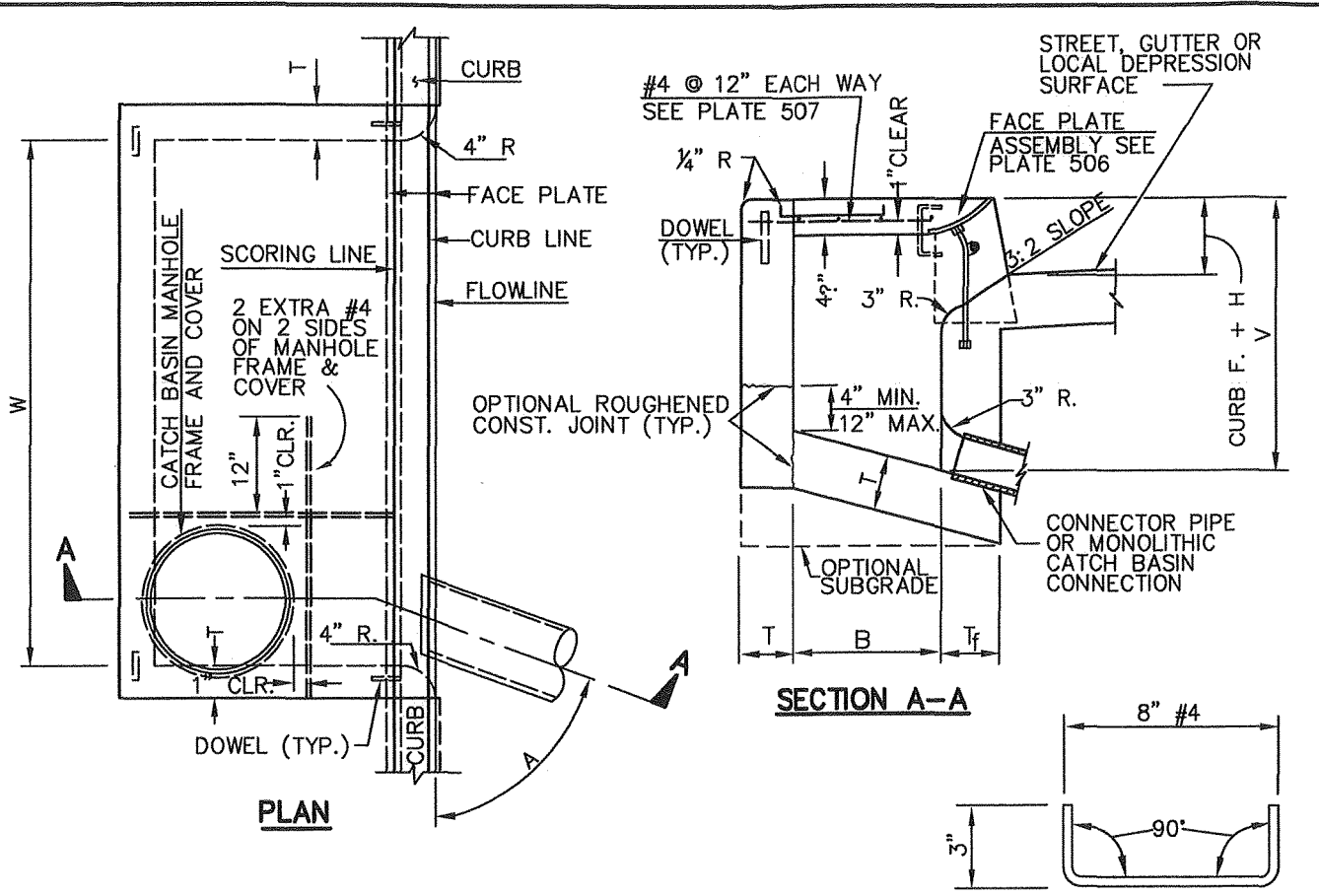
LONGITUDINAL SECTION

NOTE:

1. PROTECTIVE COATING PER PLATE 400.

	GRAVITY SEPARATOR DEVICE INTERNAL PLUMBING CONFIGURATION		STANDARD PLAN 2002	
	DRAWN: STAFF	CKD.: STAFF	PLATE 416	
	Department of Public Works		APPR.  Granville M. Bowman	SHEET 1 OF 1

REV.	APPR. BY	DATE



REV.	APPR. BY	DATE

STRUCTURAL DATA							
WALL AND SLAB DIMENSIONS AND REINFORCEMENT REQUIREMENTS							
MAX. W	MAX. V	T	T f	REINFORCEMENT REQUIRED IN			
				FRONT WALL	REAR WALL	BOTTOM SLAB	END WALL
3.5'	8'	6"	6"	NO	REINFORCEMENT	REQUIRED	REQUIRED
3.5'	12'	8"	8"				
7'	6'	6"	6"				
7'	12'	8"	8"				
14'	4'	6"	6"	REINFORCEMENT	REQUIRED	REQUIRED	REQUIRED
14'	8'	6"	8"				
14'	12'	8"	10"				
21' AND 28'	4'	6"	6"				
	6'	6"	8"				
	8'	8"	8"				
	10'	8"	10"				
	12'	8"	10"				
SEE PLATE 507							
FOR W > 28', V > 12' OR B > 4' SEE PROJECT PLANS							

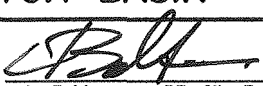


CITY OF
Oxnard

CURB OPENING CATCH BASIN

DRAWN: STAFF CKD.: PAUL WENDT

Department of Public Works

APPR. 

L. Balderrama, PE, City Engineer

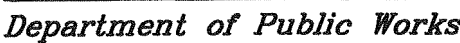
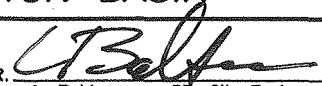
STANDARD PLAN
2002

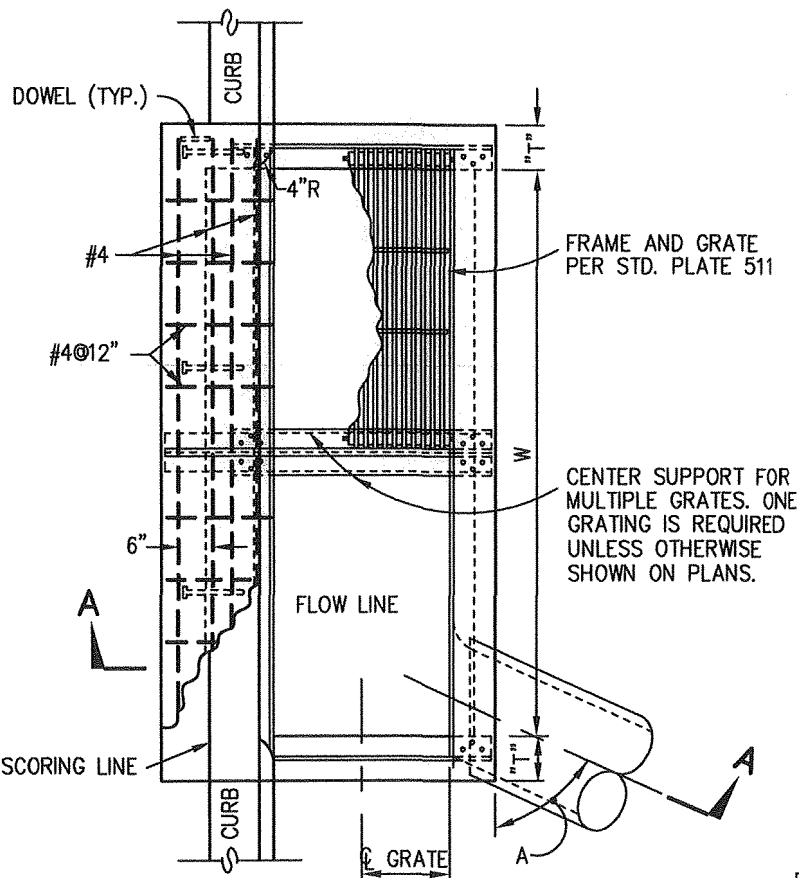
PLATE 501

SHEET 1 OF 2

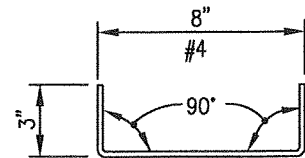
NOTES:

1. WHERE THE BASIN IS TO BE CONSTRUCTED WITHIN THE LIMITS OF EXISTING OR PROPOSED SIDEWALK OR IS CONTIGUOUS TO SUCH SIDEWALK, THE TOP SLAB OF THE BASIN MAY BE POURED EITHER MONOLITHIC WITH THE SIDEWALK OR SEPARATELY, USING THE SAME CLASS OF CONCRETE AS THE BASIN. WHEN POURED MONOLITHICALLY, THE SIDEWALK SHALL BE PROVIDED WITH A WEAKENED PLANE OR A 1" DEEP SAWCUT CONTINUOUSLY AROUND THE EXTERNAL PERIMETER OF THE CATCH BASIN WALLS, INCLUDING ACROSS THE FULL WIDTH OF THE SIDEWALK. SURFACE OF ALL EXPOSED CONCRETE SHALL CONFORM IN SLOPE, GRADE, COLOR, FINISH, AND SCORING TO EXISTING OR PROPOSED CURB AND WALK ADJACENT TO THE BASIN.
2. ALL CURVED CONCRETE SURFACES SHALL BE FORMED BY CURVED FORMS, AND SHALL NOT BE SHAPED BY PLASTERING.
3. FLOOR OF BASIN SHALL BE GIVEN A STEEL TROWEL FINISH AND SHALL HAVE A LONGITUDINAL AND LATERAL SLOPE OF 1:12 MINIMUM AND 1:3 MAXIMUM, EXCEPT WHERE THE GUTTER GRADE EXCEEDS 8 PERCENT, IN WHICH CASE THE LONGITUDINAL SLOPE OF THE FLOOR SHALL BE THE SAME AS THE GUTTER GRADE. SLOPE FLOOR FROM ALL DIRECTIONS TO THE OUTLET.
4. DIMENSIONS:
 $B = 3'-2"$
 $V =$ THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT OF THE CATCH BASIN AT THE OUTLET $= 4.5'$.
 $V_U =$ THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT AT THE UPSTREAM END OF THE BASIN. V_U SHALL BE DETERMINED BY THE REQUIREMENTS OF NOTE 3, BUT SHALL NOT BE LESS THAN CURB FACE PLUS 12".
 $V_I =$ THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT OF THE INLET, NOTED ON THE PROJECT PLANS.
 $H = 2"$ UNLESS NOTED ON THE PROJECT PLANS.
 $W =$ NOTED ON THE PROJECT PLANS AND SHALL BE 3.5', 7', 10, 14, OR 21'.
 $A =$ THE ANGLE, IN DEGREES, INTERCEPTED BY THE CENTERLINE OF THE CONNECTOR PIPE AND THE CATCH BASIN WALL TO WHICH THE CONNECTOR PIPE IS ATTACHED.
5. PLACE CONNECTOR PIPES AS INDICATED ON THE PROJECT PLANS. UNLESS OTHERWISE SPECIFIED, THE CONNECTOR PIPE SHALL BE LOCATED AT THE DOWNSTREAM END OF THE BASIN. WHERE THE CONNECTOR PIPE IS SHOWN AT A CORNER, THE CENTERLINE OF THE PIPE SHALL INTERSECT THE INSIDE CORNER OF THE BASIN. THE PIPE MAY BE CUT AND TRIMMED AT A SKEW NECESSARY TO INSURE MINIMUM 3" PIPE EMBEDMENT, ALL AROUND, WITHIN THE CATCH BASIN WALL, AND 3" RADIUS OF ROUNDING OF STRUCTURE CONCRETE, ALL AROUND, ADJACENT TO PIPE ENDS. A MONOLITHIC CATCH BASIN CONNECTION SHALL BE USED TO JOIN THE CONNECTOR PIPE TO THE CATCH BASIN WHENEVER ANGLE "A" IS LESS THAN 70 DEGREES OR GREATER THAN 110 DEGREES, OR WHENEVER THE CONNECTOR PIPE IS LOCATED IN A CORNER. THE OPTIONAL USE OF A MONOLITHIC CATCH BASIN CONNECTION IN ANY CASE IS PERMITTED. MONOLITHIC CATCH BASIN CONNECTIONS MAY BE CONSTRUCTED TO AVOID CUTTING STANDARD LENGTHS OF PIPE.
6. DOWELS ARE REQUIRED AT EACH CORNER AND AT 7' ON CENTER (MAX.) ALONG THE BACKWALL.
7.  ALL CATCH BASINS SHALL INCLUDE INSTALLATION OF A PLACARD STATING "NO DUMPING - DRAINS TO OCEAN" (or WETLANDS or WATERWAYS as applicable). PLACARD SHALL BE PLACED ON THE TOP OF CURB ON THE LEFT SIDE OF THE OPENING ORIENTED SO READABLE FROM THE SIDEWALK. PLACARDS ARE AVAILABLE FROM STORMWATER QUALITY PROGRAM.
8. THE FOLLOWING STANDARD PLANS ARE INCORPORATED HEREIN:
 508 MONOLITHIC CATCH BASIN CONNECTION
 507 CATCH BASIN REINFORCEMENT
 506 CATCH BASIN FACE PLATE ASSEMBLY AND PROTECTION BAR
 510 CATCH BASIN MANHOLE FRAME AND COVER

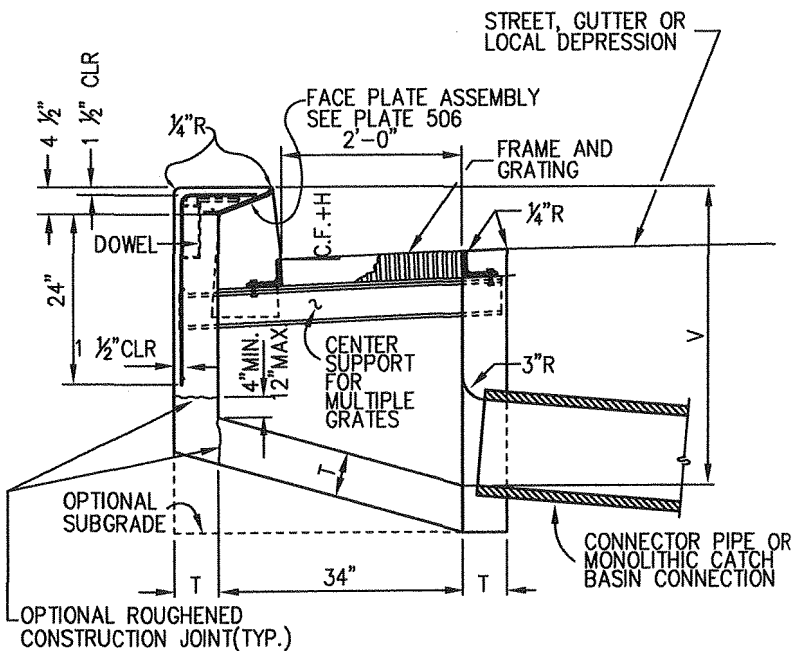
	CITY OF		CURB OPENING CATCH BASIN		STANDARD PLAN 2002	
			DRAWN: STAFF	CKD.: PAUL WENDT	PLATE 501	
			APPR.  L. Bolderrama, PE, City Engineer		SHEET 2 OF 2	



PLAN



DOWEL DETAIL



SECTION A-A

STRUCTURAL DATA

WALL AND SLAB DIMENSIONS AND REINFORCEMENT REQUIREMENTS

NO. OF GRATES	MAXIMUM V	T	REINFORCEMENT FOR WALLS AND SLABS
1-2	4'	6"	NOT REQUIRED
1-2	8'	8"	
1-2	10'	10"	
1-2	12'	10"	REQUIRED
3-4	4'	6"	NOT REQUIRED
3-4	7'	8"	
3-4	8'	8"	REQUIRED
3-4	12'	10'	
5-6	4'	6"	NOT REQUIRED
5-6	6'	8"	
5-6	8'	8"	REQUIRED
5-6	12'	10"	
>6	4'	6"	
>6	8'	8"	
>6	12'	10"	



CURB OPENING CATCH BASIN WITH GRATING(S)

DRAWN: STAFF CKD.: PAUL WENDT
 Department of Public Works

APPR. *[Signature]*
 L. Balderrama, PE, City Engineer

STANDARD PLAN
 2002

PLATE 502

SHEET 1 OF 2

NOTES:

1. WHERE THE BASIN IS TO BE CONSTRUCTED WITHIN THE LIMITS OF EXISTING OR PROPOSED SIDEWALK OR IS CONTIGUOUS TO SUCH SIDEWALK, THE TOP SLAB OF THE BASIN MAY BE POURED EITHER MONOLITHIC WITH THE SIDEWALK OR SEPARATELY, USING THE SAME CLASS OF CONCRETE AS THE BASIN. WHEN POURED MONOLITHICALLY, THE SIDEWALK SHALL BE PROVIDED WITH A WEAKENED PLANE OR A 1" DEEP SAWCUT CONTINUOUSLY AROUND THE EXTERNAL PERIMETER OF THE CATCH BASIN WALLS, INCLUDING ACROSS THE FULL WIDTH OF THE SIDEWALK. SURFACE OF ALL EXPOSED CONCRETE SHALL CONFORM IN SLOPE, GRADE, COLOR, FINISH, AND SCORING TO EXISTING OR PROPOSED CURB AND WALK ADJACENT TO THE BASIN.
2. ALL CURVED CONCRETE SURFACES SHALL BE FORMED BY CURVED FORMS, AND SHALL NOT BE SHAPED BY PLASTERING.
3. FLOOR OF BASIN SHALL BE GIVEN A STEEL TROWEL FINISH AND SHALL HAVE A LONGITUDINAL AND LATERAL SLOPE OF 1:12 MINIMUM AND 1:3 MAXIMUM, EXCEPT WHERE THE GUTTER GRADE EXCEEDS 8 PERCENT, IN WHICH CASE THE LONGITUDINAL SLOPE OF THE FLOOR SHALL BE THE SAME AS THE GUTTER GRADE. SLOPE FLOOR FROM ALL DIRECTIONS TO THE OUTLET.
4. DIMENSIONS:

V = THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT OF THE CATCH BASIN AT THE OUTLET = 4.5'.

V_U = THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT AT THE UPSTREAM END OF THE BASIN. V_U SHALL BE DETERMINED BY THE REQUIREMENTS OF NOTE 3, BUT SHALL NOT BE LESS THAN CURB FACE PLUS 12".

V_I = THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT OF THE INLET, NOTED ON THE PROJECT PLANS.

H = 2" UNLESS NOTED ON THE PROJECT PLANS.

W = 2'-11 $\frac{3}{8}$ " FOR ONE GRATING: ADD 3'-5 $\frac{3}{8}$ " FOR EACH ADDITIONAL GRATING.

A = THE ANGLE, IN DEGREES, INTERCEPTED BY THE CENTERLINE OF THE CONNECTOR PIPE AND THE CATCH BASIN WALL TO WHICH THE CONNECTOR PIPE IS ATTACHED.
5. PLACE CONNECTOR PIPES AS INDICATED ON THE PROJECT PLANS. UNLESS OTHERWISE SPECIFIED, THE CONNECTOR PIPE SHALL BE LOCATED AT THE DOWNSTREAM END OF THE BASIN. WHERE THE CONNECTOR PIPE IS SHOWN AT A CORNER, THE CENTERLINE OF THE PIPE SHALL INTERSECT THE INSIDE CORNER OF THE BASIN. THE PIPE MAY BE CUT AND TRIMMED AT A SKEW NECESSARY TO INSURE MINIMUM 3" PIPE EMBEDMENT, ALL AROUND, WITHIN THE CATCH BASIN WALL, AND 3" RADIUS OF ROUNDING OF STRUCTURE CONCRETE, ALL AROUND, ADJACENT TO PIPE ENDS. A MONOLITHIC CATCH BASIN CONNECTION SHALL BE USED TO JOIN THE CONNECTOR PIPE TO THE CATCH BASIN WHENEVER ANGLE "A" IS LESS THAN 70 DEGREES OR GREATER THAN 110 DEGREES, OR WHENEVER THE CONNECTOR PIPE IS LOCATED IN A CORNER. THE OPTIONAL USE OF A MONOLITHIC CATCH BASIN CONNECTION IN ANY CASE IS PERMITTED. MONOLITHIC CATCH BASIN CONNECTIONS MAY BE CONSTRUCTED TO AVOID CUTTING STANDARD LENGTHS OF PIPE.
6. DOWELS ARE REQUIRED AT EACH CORNER AND AT 7' ON CENTER (MAX.) ALONG THE BACKWALL.
7. ALL CATCH BASINS SHALL INCLUDE INSTALLATION OF A PLACARD STATING "NO DUMPING - DRAINS TO OCEAN" (or WETLANDS or WATERWAYS as applicable). PLACARD SHALL BE PLACED ON THE TOP OF CURB ON THE LEFT SIDE OF THE OPENING ORIENTED SO READABLE FROM THE SIDEWALK. PLACARDS ARE AVAILABLE FROM STORMWATER QUALITY PROGRAM.
8. THE FOLLOWING STANDARD PLANS ARE INCORPORATED HEREIN:
 - 508 MONOLITHIC CATCH BASIN CONNECTION
 - 507 CATCH BASIN REINFORCEMENT
 - 506 CATCH BASIN FACE PLATE ASSEMBLY AND PROTECTION BAR
 - 511 FRAME AND GRATING FOR CATCH BASINS



CITY OF

CURB OPENING CATCH BASIN WITH GRATING(S)

STANDARD PLAN
2002

DRAWN: STAFF

CKD.: PAUL WENDT

Department of Public Works

APPR.

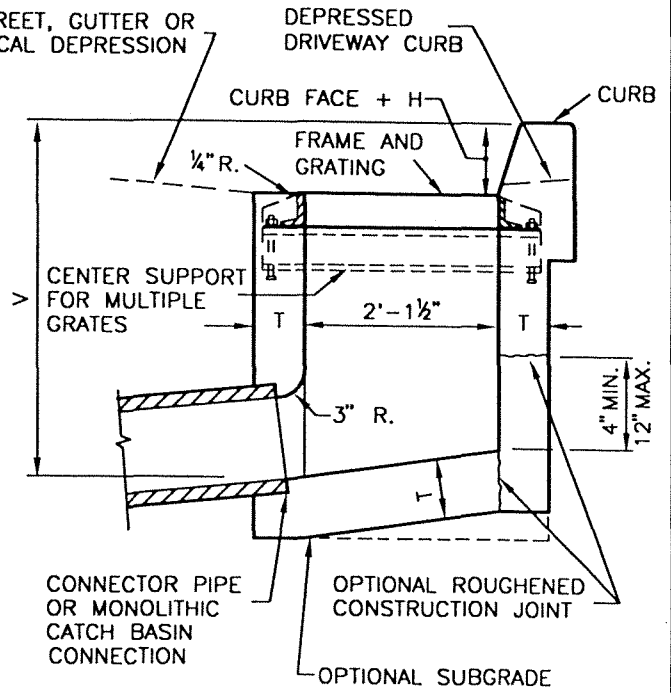
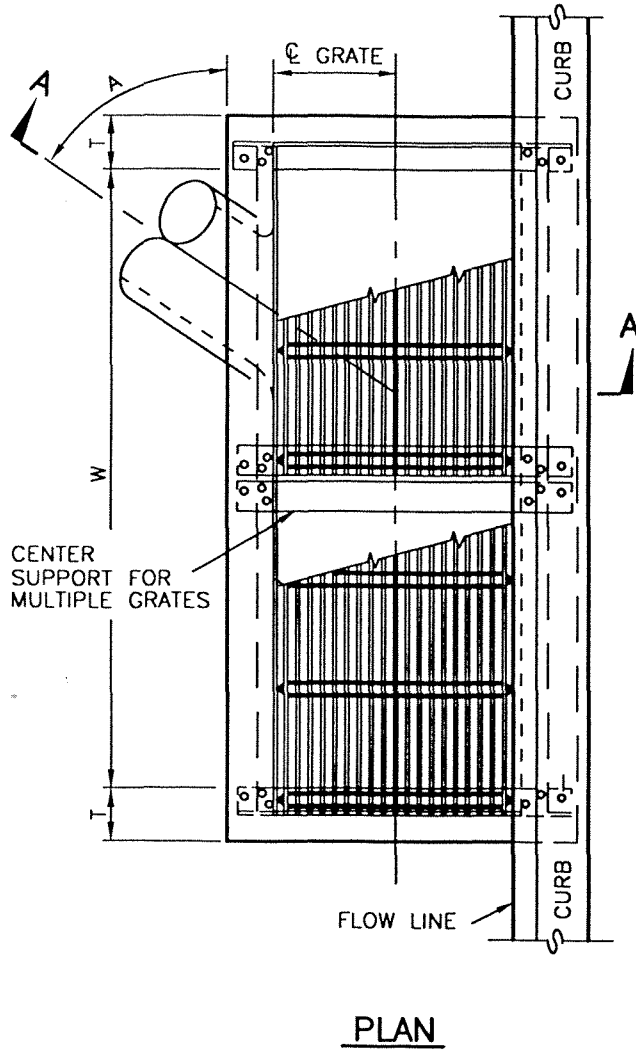
L. Balderrama
L. Balderrama, PE, City Engineer

PLATE 502

SHEET 2 OF 2

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE



STRUCTURAL DATA			
WALL AND SLAB DIMENSIONS AND REINFORCEMENT REQUIREMENTS			
NO. OF GRATES	MAX. V	T	REINFORCEMENT FOR WALLS AND SLABS
1-2	4'	6"	NOT REQUIRED
1-2	8'	8"	
1-2	10'	10"	
1-2	12'	10"	REQUIRED
3-4	4'	6"	NOT REQUIRED
3-4	7'	8"	
3-4	8'	8"	REQUIRED
3-4	12'	10"	
5-6	4'	6"	NOT REQUIRED
5-6	6'	8"	
5-6	8'	8"	REQUIRED
5-6	12'	8"	
>6	4'	6"	
>6	8'	8"	
>6	12'	10"	

	CURBSIDE GRATING CATCH BASIN		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STAFF <i>CB</i>	PLATE 503
Department of Public Works		APPR. <i>Granville M. Bowman</i> Granville M. Bowman	SHEET 1 OF 2

NOTES:

1. SURFACE OF ALL EXPOSED CONCRETE SHALL CONFORM IN SLOPE GRADE, COLOR, FINISH, AND SCORING TO THE EXISTING OR PROPOSED CURB ADJACENT TO THE BASIN.
2. ALL CURVED CONCRETE SURFACES SHALL BE FORMED BY CURVED FORMS, AND SHALL NOT BE SHAPED BY PLASTERING.
3. FLOOR OF BASIN SHALL BE GIVEN A STEEL TROWEL FINISH AND SHALL HAVE A LONGITUDINAL AND LATERAL SLOPE OF 1:12 MINIMUM AND 1:3 MAXIMUM, EXCEPT WHERE THE GUTTER GRADE EXCEEDS 8 PERCENT, IN WHICH CASE THE LONGITUDINAL SLOPE OF THE FLOOR SHALL BE THE SAME AS THE GUTTER GRADE. SLOPE FLOOR FROM ALL DIRECTIONS TO THE OUTLET.
4. DIMENSIONS:

V = THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT OF THE CATCH BASIN AT THE OUTLET = 4.5'.
 V_1 = THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT AT THE INLET. NOTED ON THE PROJECT PLANS.
 V_U = THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT AT THE UPSTREAM END OF THE OF THE BASIN, AND SHALL BE DETERMINED BY THE REQUIREMENTS OF NOTE 3, BUT SHALL NOT BE LESS THAN CURB FACE PLUS 12".
 H = 2" UNLESS NOTED ON THE PROJECT PLANS.
 W = 2'-11 $\frac{3}{8}$ " FOR ONE GRATING ADD 3'-5 $\frac{3}{8}$ " FOR EACH ADDITIONAL GRATING.
 A = THE ANGLE, IN DEGREES, INTERCEPTED BY THE CENTERLINE OF THE CONNECTOR PIPE AND THE CATCH BASIN WALL TO WHICH THE CONNECTOR PIPE IS ATTACHED.
5. PLACE CONNECTOR PIPES AS INDICATED ON THE PROJECT PLANS. UNLESS OTHERWISE SPECIFIED, THE CONNECTOR PIPE SHALL BE LOCATED AT THE DOWNSTREAM END OF THE BASIN. WHERE THE CONNECTOR PIPE IS SHOWN AT A CORNER, THE CENTERLINE OF THE PIPE SHALL INTERSECT THE INSIDE CORNER OF THE BASIN. THE PIPE MAY BE CUT AND TRIMMED AT A SKEW NECESSARY TO INSURE MINIMUM 3" PIPE EMBEDMENT, ALL AROUND, WITHIN THE CATCH BASIN WALL, AND 3" RADIUS OF ROUNDING OF STRUCTURE CONCRETE, ALL AROUND, ADJACENT TO PIPE ENDS. A MONOLITHIC CATCH BASIN CONNECTION SHALL BE USED TO JOIN THE CONNECTOR PIPE TO THE CATCH BASIN WHENEVER ANGLE "A" IS LESS THAN 70 DEGREES OR GREATER THAN 110 DEGREES, OR WHENEVER THE CONNECTOR PIPE IS LOCATED IN A CORNER. THE OPTIONAL USE OF A MONOLITHIC CATCH BASIN CONNECTION IN ANY CASE IS PERMITTED. MONOLITHIC CATCH BASIN CONNECTIONS MAY BE CONSTRUCTED TO AVOID CUTTING STANDARD LENGTHS OF PIPE.
6. DOWELS ARE REQUIRED AT EACH CORNER AND AT 7' ON CENTER (MAX.) ALONG THE BACKWALL.
7. ALL CATCH BASINS SHALL INCLUDE INSTALLATION OF A PLACARD STATING "DON'T DUMP - DRAINS TO OCEAN". PLACARD SHALL BE PLACED ON THE LEFT SIDE OF BASIN OPENING. PLACARDS ARE AVAILABLE FROM STORMWATER QUALITY PROGRAM.
8. THE FOLLOWING STANDARD PLANS ARE INCORPORATED HERIN:

508 MONOLITHIC CATCH BASIN CONNECTION
 507 CATCH BASIN REINFORCEMENT
 511 FRAME AND GRATING FOR CATCH BASINS
9. ONE GRATING IS REQUIRED UNLESS OTHERWISE SHOWN ON THE PROJECT PLANS.



CITY OF

CURBSIDE GRATING CATCH BASIN

STANDARD PLAN
2002

DRAWN: STAFF

CKD.: STAFF *LB*

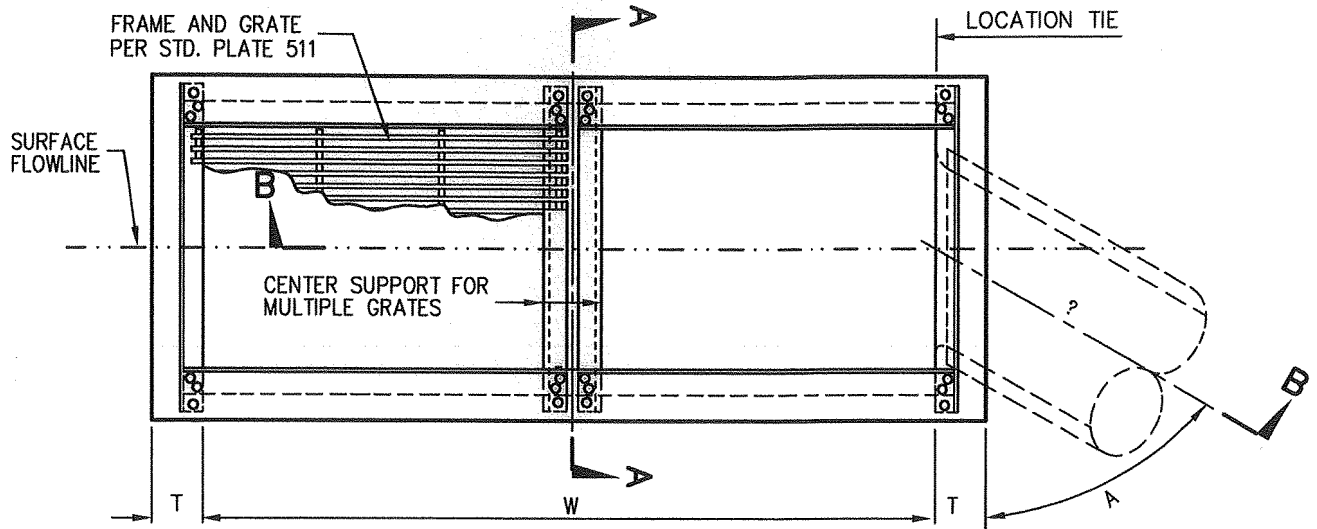
APPR.

Granville M. Bowman
Granville M. Bowman

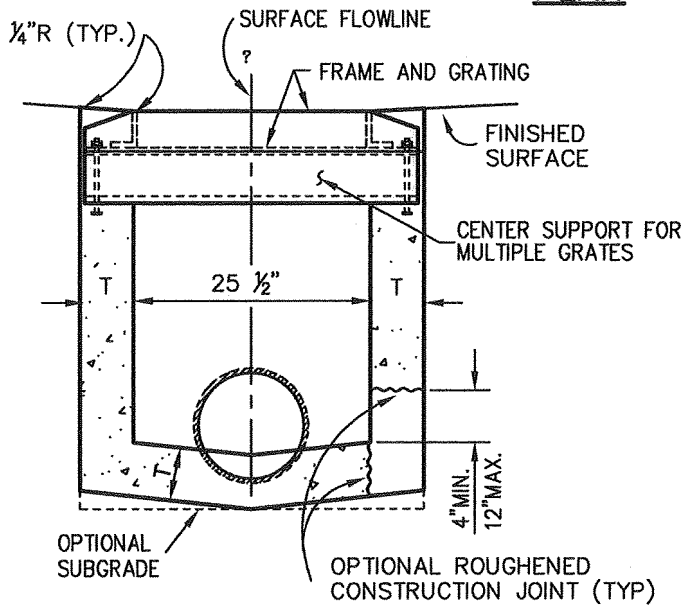
Department of Public Works

PLATE 503

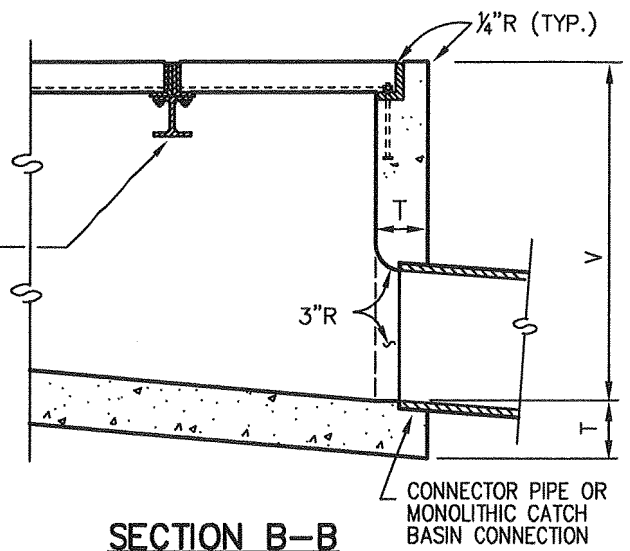
SHEET 2 OF 2



PLAN



SECTION A-A



SECTION B-B

STRUCTURAL DATA

WALL AND SLAB DIMENSIONS AND REINFORCEMENT REQUIREMENTS

NO. OF GRATES	MAX. V	T	REINFORCEMENT FOR WALLS AND SLABS
1-2	4'	6"	NOT REQUIRED
1-2	8'	8"	
1-2	10'	10"	
1-2	12'	10"	REQUIRED
3-4	4'	6"	NOT REQUIRED
3-4	7'	8"	
3-4	8'	8"	
3-4	12'	10"	REQUIRED
5-6	4'	6"	NOT REQUIRED
5-6	6'	8"	
5-6	8'	8"	
5-6	12'	10"	REQUIRED
>6	4'	6"	
>6	8'	8"	
>6	12'	10"	



CITY OF

GRATED CATCH BASIN-ALLEY (LONGITUDINAL)

STANDARD PLAN
2002

DRAWN: STAFF CKD.: PAUL WENDT

Department of Public Works

APPR.

L. Balderrama
L. Balderrama, PE, City Engineer

PLATE 504

SHEET 1 OF 2

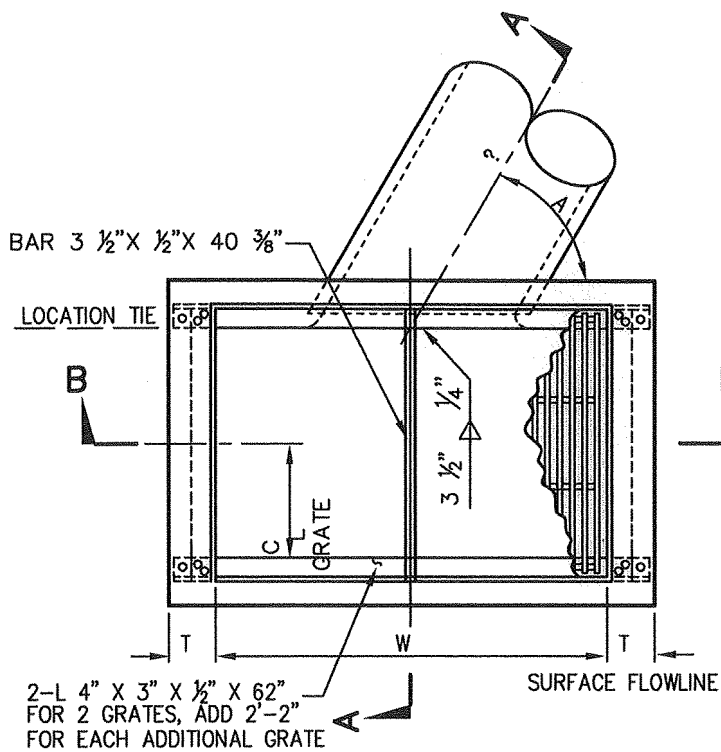
NOTES:

1. ALL CURVED CONCRETE SURFACES SHALL BE FORMED BY CURVED FORMS, AND SHALL NOT BE SHAPED BY PLASTERING.
2. FLOOR OF BASIN SHALL BE GIVEN A STEEL TROWEL FINISH AND SHALL HAVE A LONGITUDINAL AND LATERAL SLOPE OF 1:12 MINIMUM AND 1:3 MAXIMUM, EXCEPT WHERE THE GUTTER GRADE EXCEEDS 8 PERCENT, IN WHICH CASE THE LONGITUDINAL SLOPE OF THE FLOOR SHALL BE THE SAME AS THE GUTTER GRADE. SLOPE FLOOR FROM ALL DIRECTIONS TO THE OUTLET.
3. DIMENSIONS:
 $V = 3.5 \text{ FT.}$
 $V_U =$ THE DEPTH AT THE UPSTREAM END OF THE BASIN AND SHALL BE DETERMINED BY THE REQUIREMENTS OF NOTE 2, BUT SHALL NOT BE LESS THAN 2.5'.
 $V_I =$ THE DEPTH AT THE INVERT OF THE INLET. NOTED ON PLANS.
 $W = 2'-11 \frac{3}{8}"$ FOR ONE GRATING ADD $3'-5 \frac{3}{8}"$ FOR EACH ADDITIONAL GRATING.
 $A =$ THE ANGLE, IN DEGREES, INTERCEPTED BY THE CENTERLINE OF THE CONNECTOR PIPE AND THE CATCH BASIN WALL TO WHICH THE CONNECTOR PIPE IS ATTACHED.
4. PLACE CONNECTOR PIPES AS INDICATED ON THE PROJECT PLANS. UNLESS OTHERWISE SPECIFIED, THE CONNECTOR PIPE SHALL BE LOCATED AT THE DOWNSTREAM END OF THE BASIN. WHERE THE CONNECTOR PIPE IS SHOWN AT A CORNER, THE CENTERLINE OF THE PIPE SHALL INTERSECT THE INSIDE CORNER OF THE BASIN. THE PIPE MAY BE CUT AND TRIMMED AT A SKEW NECESSARY TO INSURE MINIMUM 3" PIPE EMBEDMENT, ALL AROUND, WITHIN THE CATCH BASIN WALL, AND 3" RADIUS OF ROUNDING OF STRUCTURE CONCRETE, ALL AROUND, ADJACENT TO PIPE ENDS. A MONOLITHIC CATCH BASIN CONNECTION SHALL BE USED TO JOIN THE CONNECTOR PIPE TO THE CATCH BASIN WHENEVER ANGLE "A" IS LESS THAN 70 DEGREES OR GREATER THAN 110 DEGREES, OR WHENEVER THE CONNECTOR PIPE IS LOCATED IN A CORNER. THE OPTIONAL USE OF A MONOLITHIC CATCH BASIN CONNECTION IN ANY CASE IS PERMITTED. MONOLITHIC CATCH BASIN CONNECTIONS MAY BE CONSTRUCTED TO AVOID CUTTING STANDARD LENGTHS OF PIPE.
5.  ALL CATCH BASINS SHALL INCLUDE INSTALLATION OF A PLACARD STATING "NO DUMPING - DRAINS TO OCEAN" (or WETLANDS or WATERWAYS as applicable). PLACARD SHALL BE PLACED ON THE TOP OF CURB ON THE LEFT SIDE OF THE OPENING ORIENTED SO READABLE FROM THE SIDEWALK. PLACARDS ARE AVAILABLE FROM STORMWATER QUALITY PROGRAM.
6. THE FOLLOWING STANDARD PLANS ARE INCORPORATED HEREIN:
508 MONOLITHIC CATCH BASIN CONNECTION
507 CATCH BASIN REINFORCEMENT
511 FRAME AND GRATING FOR CATCH BASINS
7. ONE GRATING IS REQUIRED UNLESS OTHERWISE SHOWN ON THE PROJECT PLANS.

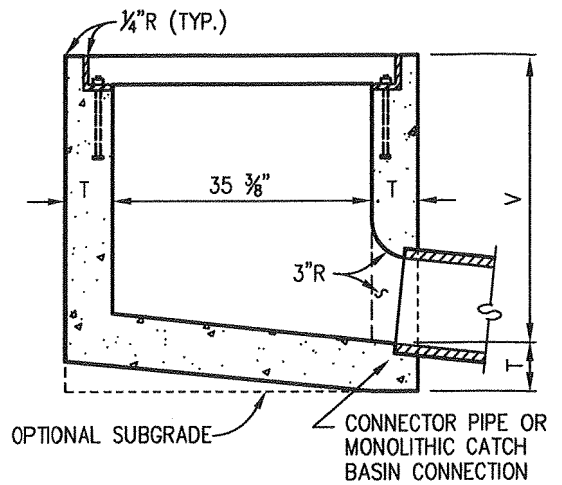
REV.	APPR. BY	DATE

REV.	APPR. BY	DATE
	L. Balderrama	08/02/11

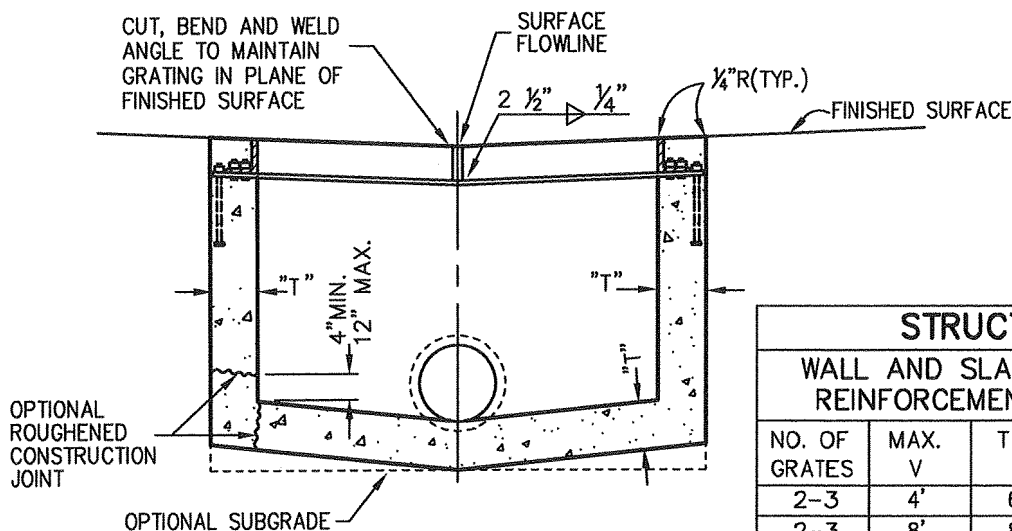
	GRATED CATCH BASIN-ALLEY (LONGITUDINAL)		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: PAUL WENDT	APPR.  L. Balderrama, PE, City Engineer	PLATE 504
Department of Public Works			SHEET 2 OF 2



PLAN



SECTION A-A



SECTION B-B

STRUCTURAL DATA

WALL AND SLAB DIMENSIONS AND REINFORCEMENT REQUIREMENTS

NO. OF GRATES	MAX. V	T	REINFORCEMENT FOR WALLS AND SLABS
2-3	4'	6"	NOT REQUIRED
2-3	8'	8"	
2-3	10'	10"	
2-3	12'	10"	REQUIRED
4-6	4'	6"	NOT REQUIRED
4-6	7'	8"	
4-6	8'	8"	
4-6	12'	10"	REQUIRED
7-9	4'	6"	NOT REQUIRED
7-9	6'	8"	
7-9	8'	8"	
7-9	12'	10"	REQUIRED
>9	4'	6"	
>9	8'	8"	
>9	12'	10"	



CITY OF

GRATED CATCH BASIN-ALLEY (TRANSVERSE)

DRAWN: STAFF CKD.: PAUL WENDT

Department of Public Works

APPR.

L. Balderrama
L. Balderrama, PE, City Engineer

STANDARD PLAN
2002

PLATE 505

SHEET 1 OF 2

NOTES:

1. ALL CURVED CONCRETE SURFACES SHALL BE FORMED BY CURVED FORMS, AND SHALL NOT BE SHAPED BY PLASTERING.
2. FLOOR OF BASIN SHALL BE GIVEN A STEEL TROWEL FINISH AND SHALL HAVE A LONGITUDINAL AND LATERAL SLOPE OF 1:12 MINIMUM AND 1:3 MAXIMUM. SLOPE FLOOR FROM ALL DIRECTIONS TO THE OUTLET.
3. DIMENSIONS:
 $V = 3'-6"$ UNLESS NOTED ON PROJECT PLANS.
 $V_1 =$ THE DEPTH AT THE INVERT OF THE INLET. NOTED ON PLANS.
 $W = 4'-3 \frac{1}{2}"$ FOR TWO GRATINGS; ADD $2'-2"$ FOR EACH ADDITIONAL GRATING.
 $A =$ THE ANGLE, IN DEGREES, INTERCEPTED BY THE CENTERLINE OF THE CONNECTOR PIPE AND THE CATCH BASIN WALL TO WHICH THE CONNECTOR PIPE IS ATTACHED.
4. PLACE CONNECTOR PIPES AS INDICATED ON THE PROJECT PLANS. UNLESS OTHERWISE SPECIFIED, THE CONNECTOR PIPE SHALL BE LOCATED AT THE DOWNSTREAM END OF THE BASIN. WHERE THE CONNECTOR PIPE IS SHOWN AT A CORNER, THE CENTERLINE OF THE PIPE SHALL INTERSECT THE INSIDE CORNER OF THE BASIN. THE PIPE MAY BE CUT AND TRIMMED AT A SKEW NECESSARY TO INSURE MINIMUM 3" PIPE EMBEDMENT, ALL AROUND, WITHIN THE CATCH BASIN WALL, AND 3" RADIUS OF ROUNDING OF STRUCTURE CONCRETE, ALL AROUND, ADJACENT TO PIPE ENDS. A MONOLITHIC CATCH BASIN CONNECTION SHALL BE USED TO JOIN THE CONNECTOR PIPE TO THE CATCH BASIN WHENEVER ANGLE "A" IS LESS THAN 70 DEGREES OR GREATER THAN 110 DEGREES, OR WHENEVER THE CONNECTOR PIPE IS LOCATED IN A CORNER. THE OPTIONAL USE OF A MONOLITHIC CATCH BASIN CONNECTION IN ANY CASE IS PERMITTED. MONOLITHIC CATCH BASIN CONNECTIONS MAY BE CONSTRUCTED TO AVOID CUTTING STANDARD LENGTHS OF PIPE.
- △ 5. ALL CATCH BASINS SHALL INCLUDE INSTALLATION OF A PLACARD STATING "NO DUMPING - DRAINS TO OCEAN" (or WETLANDS or WATERWAYS as applicable). PLACARD SHALL BE PLACED ON THE TOP OF CURB ON THE LEFT SIDE OF THE OPENING ORIENTED SO READABLE FROM THE SIDEWALK. PLACARDS ARE AVAILABLE FROM STORMWATER QUALITY PROGRAM.
6. THE FOLLOWING STANDARD PLANS ARE INCORPORATED HERIN:
 508 MONOLITHIC CATCH BASIN CONNECTION
 507 CATCH BASIN REINFORCEMENT
 511 FRAME AND GRATING FOR CATCH BASINS
7. TWO GRATINGS ARE REQUIRED UNLESS SHOWN ON THE PROJECT PLANS.

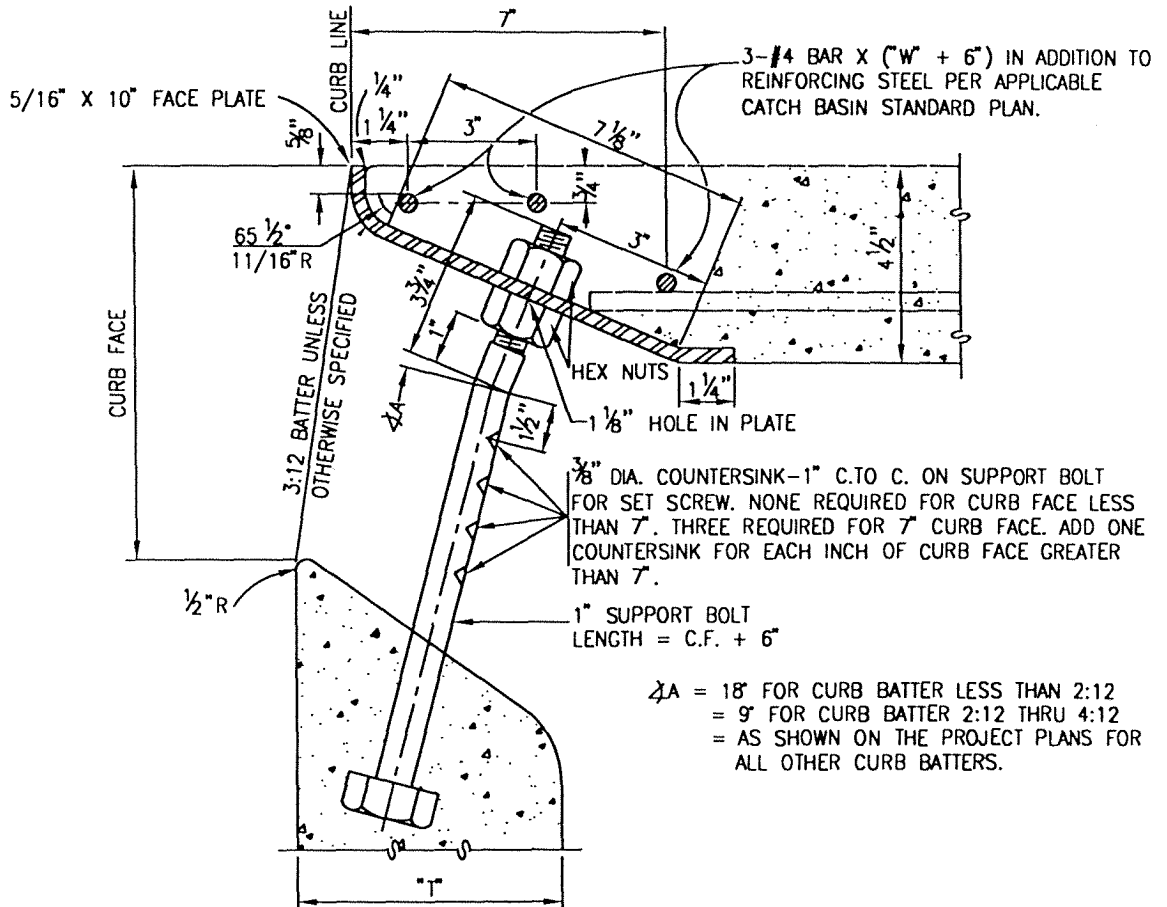
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REV.	APPR. BY	DATE
△	L. Balderrama	08/02/11

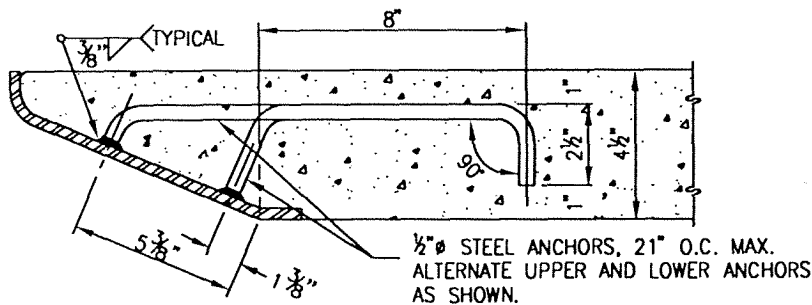
	CITY OF		GRATED CATCH BASIN-ALLEY (TRANSVERSE)		STANDARD PLAN 2002
	DRAWN: STAFF		CKD.: PAUL WENDT		PLATE 505
Department of Public Works		APPR. 		L. Balderrama, PE, City Engineer	SHEET 2 OF 2

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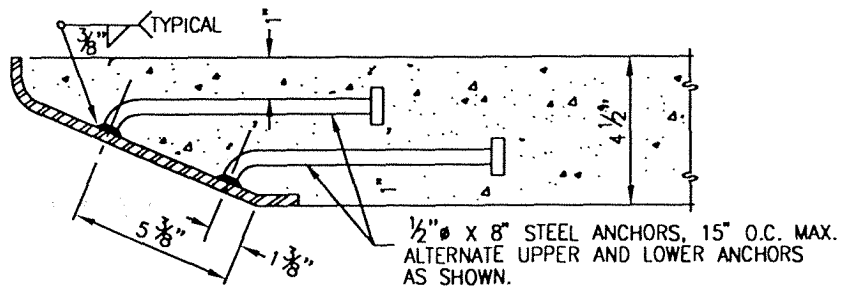
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SECTION



HOOK ANCHOR - 4 1/2" TOP SLAB



ROUND-HEAD ANCHOR - 4 1/2" TOP SLAB



CITY OF

DETAIL OF CATCH BASIN OPENING

DRAWN: STAFF

CKD.: STAFF *LB*

Department of Public Works

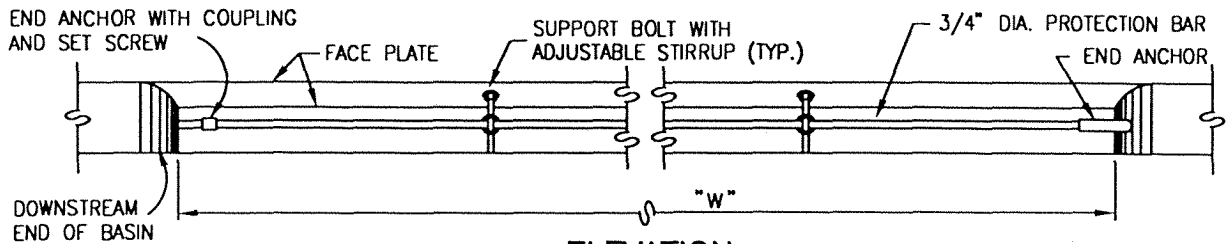
APPR.

Granville M. Bowman
Granville M. Bowman

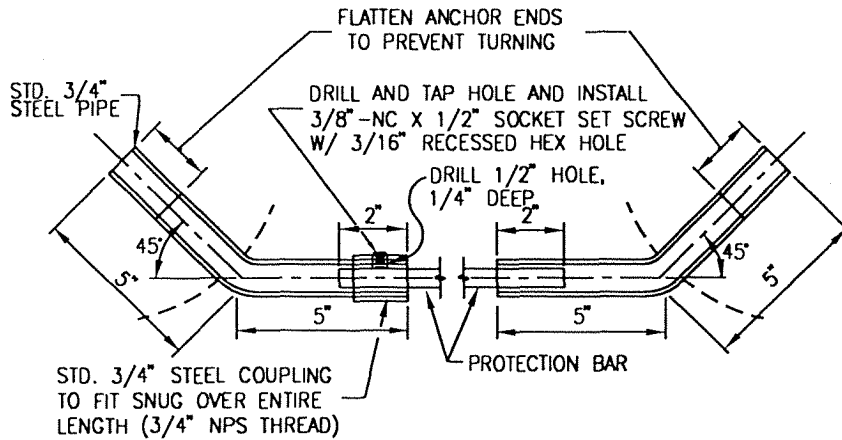
STANDARD PLAN
2002

PLATE 506

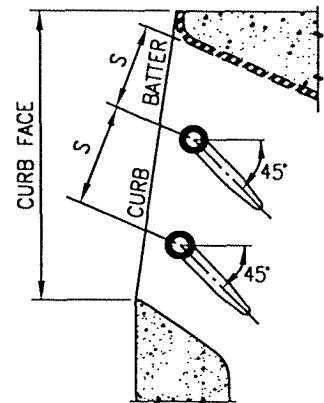
SHEET 1 OF 3



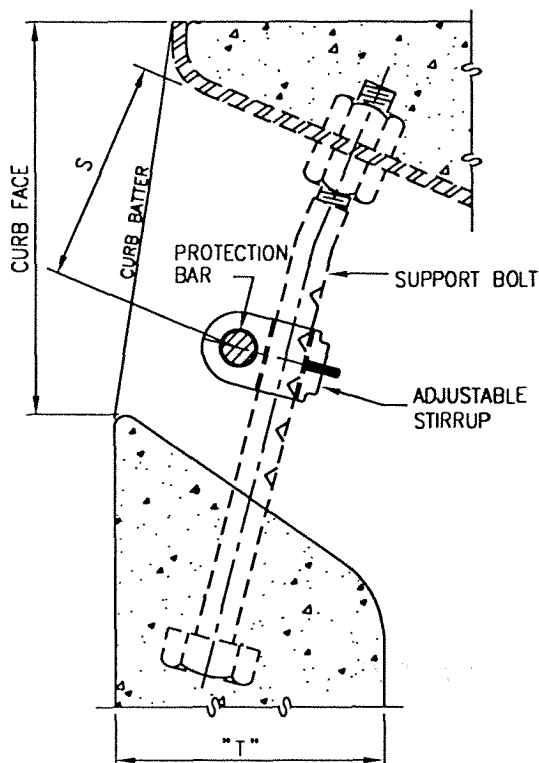
ELEVATION



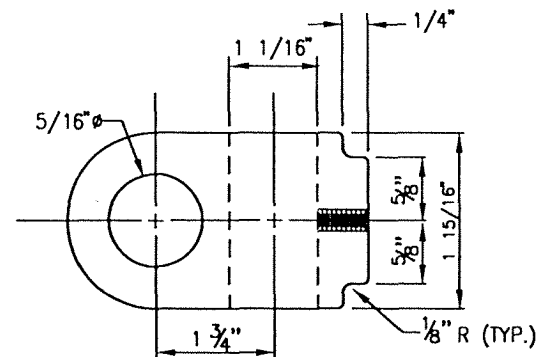
END ANCHOR DETAIL



DOUBLE PROTECTION BAR DETAIL



PROTECTION BAR AND STIRRUP LOCATION



DRILL AND TAP HOLE AND INSTALL 3/8"-NC X 1/2" SOCKET SET SCREW WITH 3/16" RECESSED HEX HOLE

STIRRUP DETAIL



DETAIL OF CATCH BASIN OPENING

DRAWN: STAFF CKD.: STAFF *CB*

Department of Public Works

APPR. *Granville M. Bowman*

Granville M. Bowman

STANDARD PLAN 2002

PLATE 506

SHEET 2 OF 3

NOTES:

GENERAL

1. ALL PARTS SHALL BE STEEL EXCEPT THE SET SCREWS, WHICH SHALL BE STAINLESS STEEL OR BRASS.
2. EXCLUDING SET SCREWS, ALL EXPOSED METAL PARTS SHALL BE GALVANIZED AFTER FABRICATION.
3. THE CURB FACE SHALL BE NOTED ON THE PROJECT PLANS.
4. THE CURB BATTER SHALL BE 3:12 UNLESS OTHERWISE NOTED ON THE PROJECT PLANS.

FACE PLATE

5. FACE PLATE LENGTHS SHALL BE CATCH BASIN "W" PLUS 12 INCHES.
6. WHEN THE LENGTH OF THE FACE PLATE IS BETWEEN 22 FT. AND 43 FT., 2 SECTIONS MAY BE USED. WHEN THE LENGTH EXCEEDS 43 FT., 3 SECTIONS MAY BE USED. SECTIONS SHALL BE BUTT WELDED TOGETHER IN THE FIELD, THOROUGHLY CLEANED, PRIMED, AND TWO COATS OF ALUMINUM PAINT APPLIED. ALL OTHER WELDING SHALL BE DONE BEFORE GALVANIZING.
7. WHERE CATCH BASINS ARE TO BE CONSTRUCTED ON CURVES, THE MAXIMUM CHORD LENGTH FOR THE FACE PLATE SHALL BE SUCH THAT THE MAXIMUM PERPENDICULAR DISTANCE TO THE TRUE CURVE SHALL NOT EXCEED ONE INCH. WHERE MORE THAN ONE CHORD IS REQUIRED, CHORD LENGTHS SHALL BE EQUAL. CHORD SECTIONS SHALL BE BUTT WELDED TOGETHER.
8. ROUND HEAD ANCHORS FOR THE FACE PLATE SHALL BE NELSON H-4F SHEAR CONNECTOR, KSN WELDING SYSTEMS DIVISION SHEAR CONNECTOR, OR EQUAL.

SUPPORT BOLT

9. SUPPORT BOLTS ARE REQUIRED WHEN THE LENGTH OF THE CATCH BASIN OPENING IS 7 FT. OR GREATER, AND SHALL BE EVENLY SPACED ACROSS THE OPENING. SPACING SHALL NOT BE LESS THAN 3 FT. 6 INCHES ON CENTER, NOR GREATER THAN 5 FT. ON CENTER.

STIRRUP

10. THE MATERIAL SHALL BE CAST STEEL.

PROTECTION BAR

11. ALL BARS SHALL BE $\frac{3}{4}$ INCH GALVANIZED, HOT-ROLLED STEEL PER A.S.T.M. DESIGNATION A-36. BAR LENGTHS SHALL NOT EXCEED 21 FT., AND SHALL BE CUT TO FIT IN THE FIELD. WHEN "W" IS OVER 21 FT., THE PROTECTION BAR SHALL CONSIST OF TWO OR MORE SECTIONS DEPENDING ON THE LENGTH OF THE BASIN. THE LOCATION OF SPECIAL SUPPORT BARS AND ADDITIONAL BRASS SOCKET SET SCREW SHALL BE DETERMINED BY THE ENGINEER IN THE FIELD.
12. A SPECIAL CONNECTOR BETWEEN THE PROTECTION BARS SHALL CONSIST OF A 5 INCH LENGTH OF STANDARD $\frac{3}{4}$ INCH PIPE WITH STANDARD COUPLINGS FULLY THREADED ONTO EACH END, DRILLED AND TAPPED FOR A SOCKET SET SCREW AS DETAILED FOR THE DOWNSTREAM END ANCHOR.
13. NUMBER OF PROTECTION BARS AND LOCATION(S) ARE AS FOLLOWS:

		MAXIMUM CURB FACE													"S" DIMENSION	
		0"-6"	7"	8"	9"	10"	11"	12"	13"	14"	15"	16"	17"	18"		
CURB BATTER	0:12	0	0	3.5"	3.5"	3.5"	4.5"	4.5"	5.5"	3.5"	3.5"	4.5"	4.5"	4.5"		
	1:12	0	0	3.5"	3.5"	3.5"	4.5"	4.5"	5.5"	3.5"	3.5"	4.5"	4.5"	5.5"		
	2:12	0	0	3.5"	3.5"	4.5"	4.5"	5.5"	3.5"	3.5"	4.5"	4.5"	5.5"	5.5"		
	3:12	0	0	3.5"	3.5"	4.5"	4.5"	5.5"	3.5"	4.5"	4.5"	5.5"	5.5"	4.5"		
	4:12	0	3.5"	3.5"	4.5"	4.5"	5.5"	3.5"	3.5"	4.5"	4.5"	5.5"	4.5"	4.5"		
		0	1				2				3					
NUMBER OF PROTECTION BARS																

FOR OTHER CURB FACE OR BATTER, SEE PROJECT PLANS.



CITY OF

DETAIL OF CATCH BASIN OPENING

STANDARD PLAN
2002

DRAWN: STAFF

CKD.: STAFF *LB*

Department of Public Works

APPR.

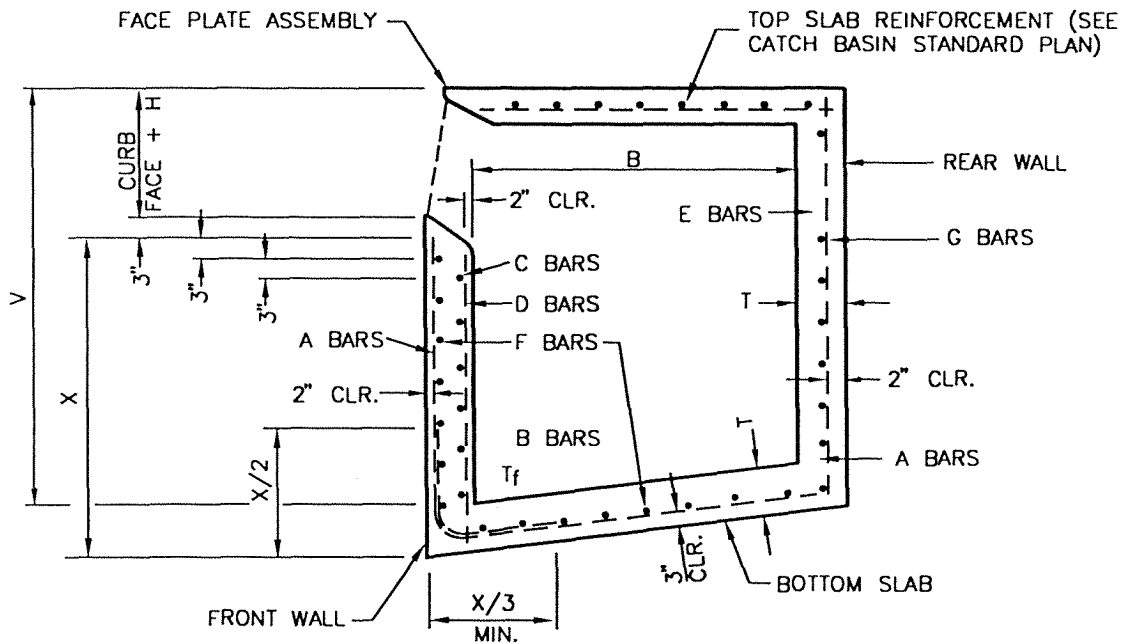
Gronville M. Bowman
Gronville M. Bowman

PLATE 506

SHEET 3 OF 3

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REV.	APPR. BY	DATE



TYPICAL REINFORCEMENT DETAILS

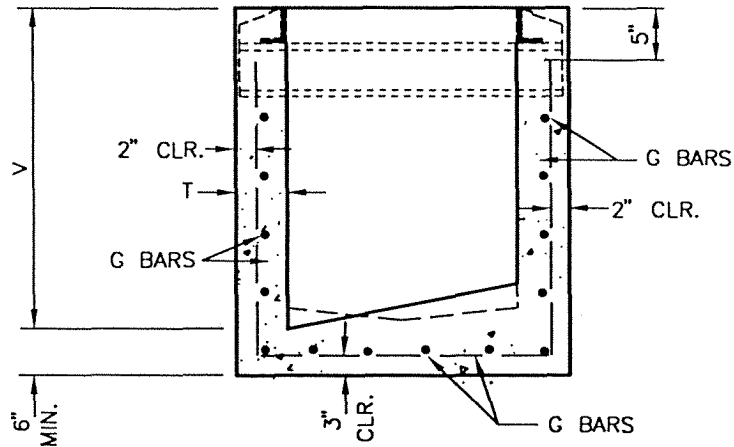
CURB OPENING CATCH BASIN REINFORCEMENT									
MAX. W	MAX. V	T	T _f	A & B BARS	C BARS	D BARS	E BARS	F BARS	G BARS
3.5'	8'	6"	6"						
3.5'	12'	8"	8"						
7'	6'	6"	6"						
7'	12'	8"	8"						
14'	4'	6"	6"		#4 @ 12"	#4 @ 18"			
14'	8'	6"	8"		#4 @ 12"	#4 @ 18"			
14'	12'	8"	10"		#4 @ 6"	#4 @ 18"			
28'	4'	6"	6"	#4 @ 24"				#4 @ 18"	
28'	5'	6"	8"	#4 @ 24"				#4 @ 18"	
28'	6'	6"	8"	#4 @ 18"				#4 @ 18"	
28'	7'	8"	8"	#4 @ 17"				#4 @ 18"	
28'	8'	8"	8"	#4 @ 13"				#4 @ 18"	
28'	9'	8"	10"	#4 @ 15"				#4 @ 18"	
28'	10'	8"	10"	#4 @ 12"				#4 @ 18"	
28'	11'	8"	10"	#5 @ 15"			#4 @ 10"	#4 @ 18"	#4 @ 18"
28"	12'	8"	10"	#6 @ 18"			#4 @ 9"	#4 @ 18"	#4 @ 18"

FOR W > 28' OR B > 4' SEE PROJECT PLANS

	CITY OF		CATCH BASIN REINFORCEMENT		STANDARD PLAN 2002
	DRAWN: STAFF		CKD.: STAFF <i>LB</i>		 APPR. Granville M. Bowman
	Department of Public Works				
PLATE 507					SHEET 1 OF 2

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE



TYPICAL REINFORCEMENT DETAILS

V	T	SIDE AND END WALL STEEL
MAX.		G BARS
4'	6"	#4 @ 10"
8'	8"	#4 @ 6"
12'	10"	#5 @ 6"
FOR V > 12' SEE PROJECT PLANS		

GRATING CATCH BASIN REINFORCEMENT

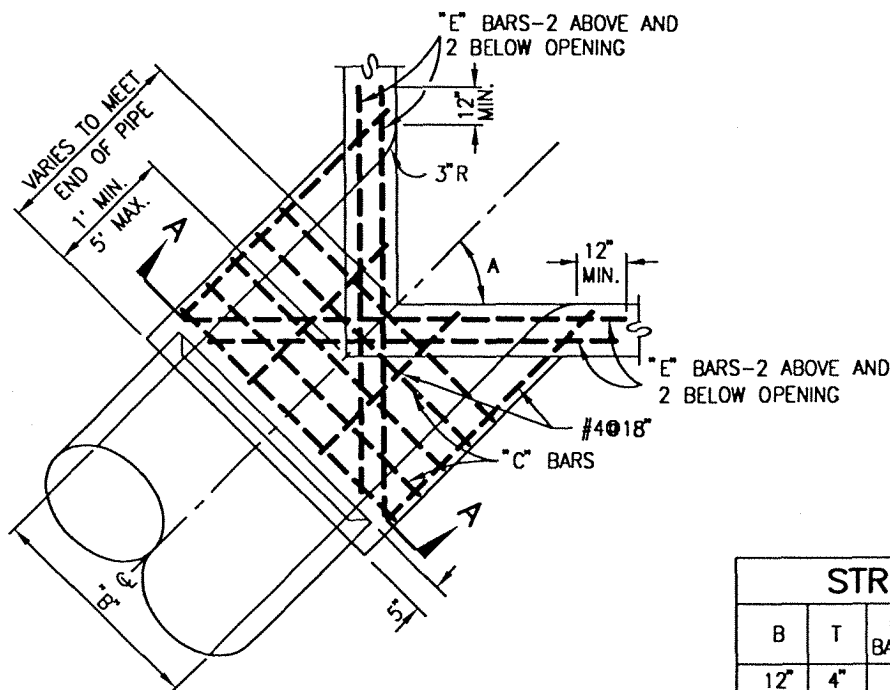
NOTES:

1. UNLESS OTHERWISE SPECIFIED, REINFORCEMENT FOR CURB OPENING AND GRATING CATCH BASINS SHALL TERMINATE 2" FROM FACE OF CONCRETE.

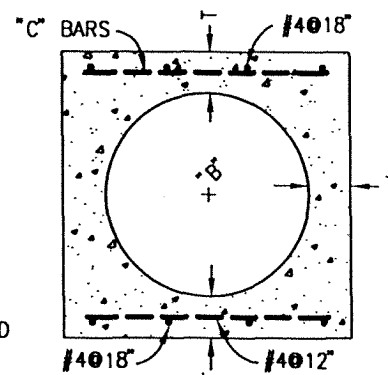
	CATCH BASIN REINFORCEMENT		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STAFF <i>LB</i>	APPR. <i>Granville M. Bowman</i> Granville M. Bowman
Department of Public Works			SHEET 2 OF 2

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REV.	APPR. BY	DATE



PLAN
CORNER CONNECTION

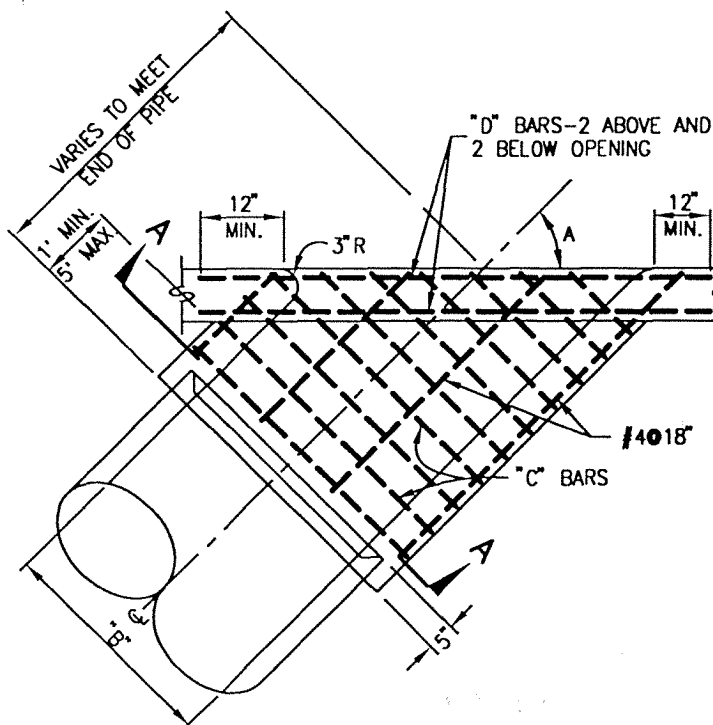


SECTION A-A

STRUCTURAL DATA

B	T	C BARS	D&E BARS	B	T	C BARS	D&E BARS
12"	4"	#4 @ 6"	#5	42"	7½"	#5 @ 6"	#6
15"	4¼"			45"	7¾"		
18"	4½"			48"	8"		
21"	5"			51"	8½"		
24"	5¼"			54"	9"		
27"	5½"			57"	9¼"		
30"	6"			60"	9½"		
33"	6¼"			63"	10"		
36"	6½"			66"	10¼"		
39"	7"			69"	10¾"		
				72"	11"		

FOR "B" GREATER THAN 72", SEE PROJECT PLAN



PLAN
SIDE CONNECTION

NOTES:

1. REINFORCING STEEL SHALL BE 1½" CLEAR FROM FACE OF CONCRETE UNLESS OTHERWISE SHOWN.
2. REINFORCING STEEL FOR INSIDE FACE OF CATCH BASIN WALL SHALL BE CUT AT CENTER OF OPENING AND BENT INTO WALLS OF MONOLITHIC CONNECTION. REINFORCING STEEL FOR OUTSIDE FACE OF CATCH BASIN WALL SHALL BE CUT 2" CLEAR OF OPENING.
3. CONNECTION SHALL BE POURED MONOLITHIC WITH CATCH BASIN. THE ROUNDED EDGE OF OUTLET SHALL BE CONSTRUCTED BY POURING CONCRETE AGAINST A CURVED FORM WITH A RADIUS OF 3".
4. FLOOR OF STRUCTURE SHALL BE STEEL-TROWELED TO SPRING LINE.
5. CONNECTIONS SHALL BE CONSTRUCTED WHEN:
 - (A) PIPE INLET OR OUTLET IS THROUGH CORNER OF CATCH BASIN.
 - (B) ANGLE A, FOR PIPES UP TO 30" IN DIA., IS LESS THAN 70° OR GREATER THAN 110°.

CITY OF
Oxnard

MONOLITHIC CATCH BASIN CONNECTION

DRAWN: STAFF CKD.: STAFF *LB*
Department of Public Works

APPR. *Granville M. Bowman*
Granville M. Bowman

STANDARD PLAN
2002

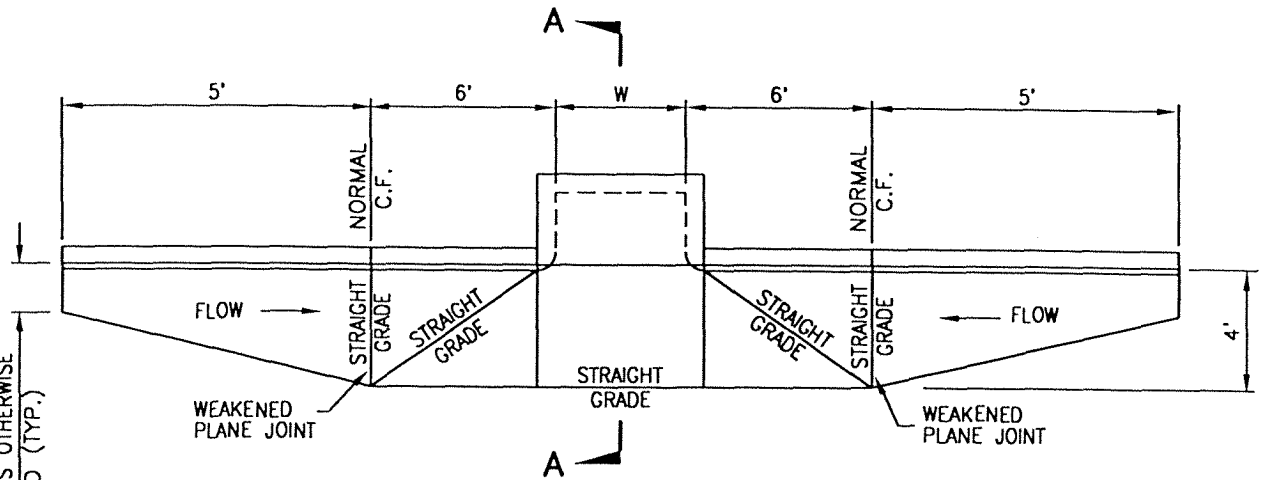
PLATE 508

SHEET 1 OF 1

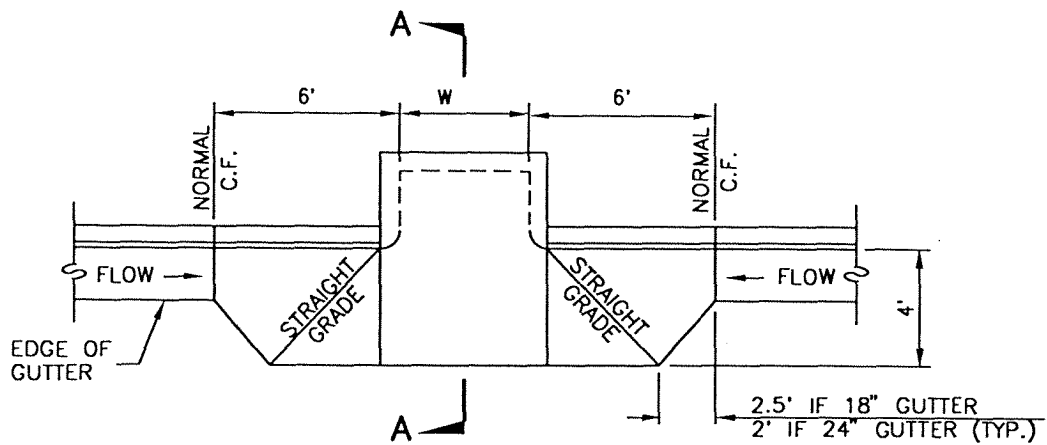
REV.	APPR. BY	DATE

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18" UNLESS OTHERWISE
SPECIFIED (TYP.)

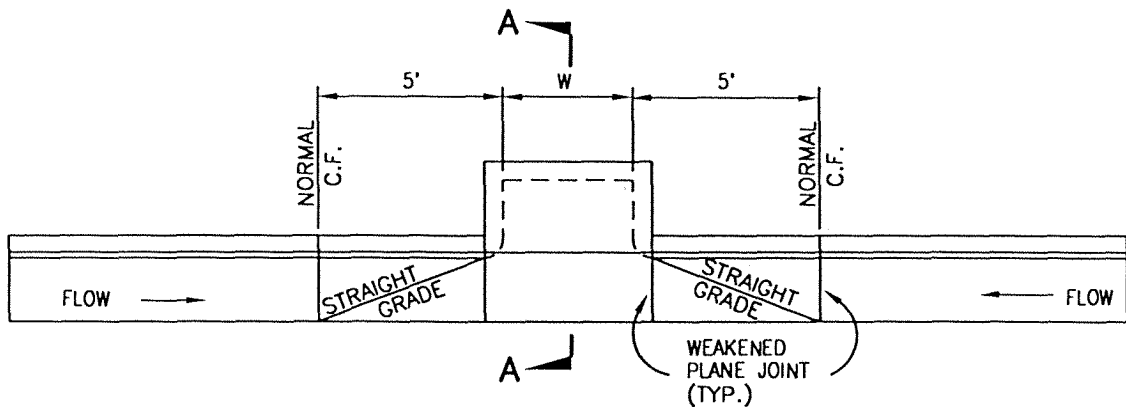


PLAN - CASE A



PLAN - CASE B

SEE NOTE 3



PLAN - CASE C

SEE NOTE 4



CITY OF

DRAWN: STAFF

CKD.: STAFF

Department of Public Works

APPR.

Granville M. Bowman

LOCAL DEPRESSION FOR
SIDE OPENING CATCH BASIN

STANDARD PLAN
2002

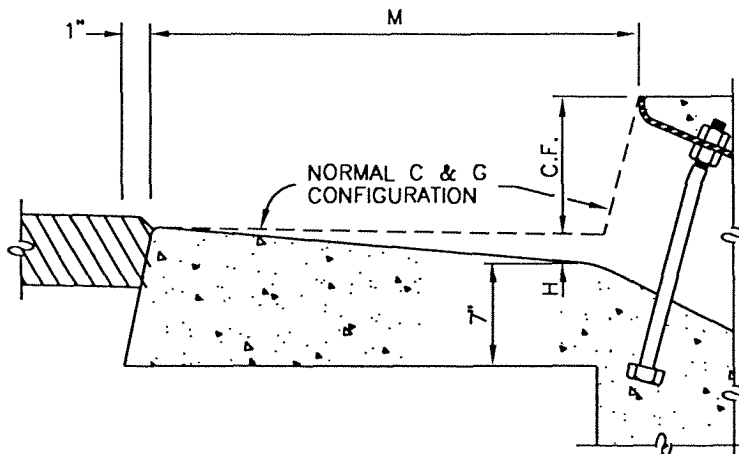
PLATE 509

SHEET 1 OF 2

NOTES:

1. $H = 2"$ FOR CASES A & B, $H=1"$ FOR CASE C UNLESS SPECIFIED OTHERWISE
2. $F'c = 3000$ PSI AT 28 DAYS. "C" GRADATION
3. CASE B WILL BE USED ONLY WHEN THE AGENCY HAS APPROVED THE USE FOR SPECIAL CIRCUMSTANCES.
4. USE CASE C IF FLOW FROM EACH DIRECTION IS LESS THAN 1CFS

$M = 4'$ FOR CASES A & B
 $=$ GUTTER WIDTH FOR CASE C



SECTION A-A



CITY OF

LOCAL DEPRESSION FOR SIDE OPENING CATCH BASIN

STANDARD PLAN
2002

PLATE 509

DRAWN: STAFF

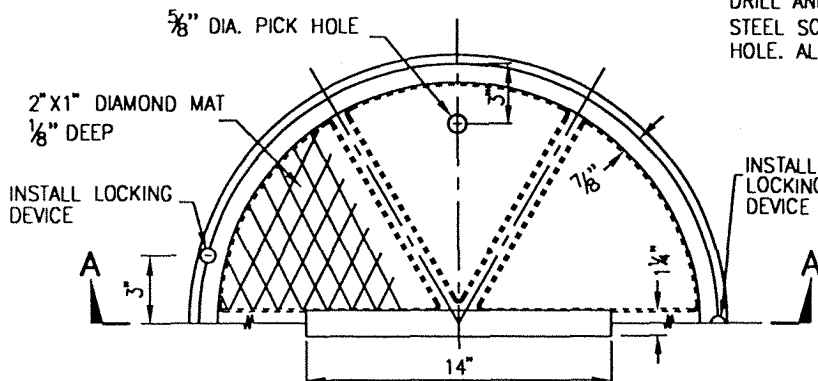
CKD.: STAFF *LB*

Department of Public Works

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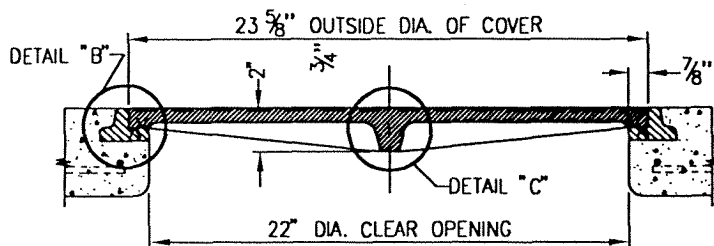
Granville M. Bowman
Granville M. Bowman

SHEET 2 OF 2

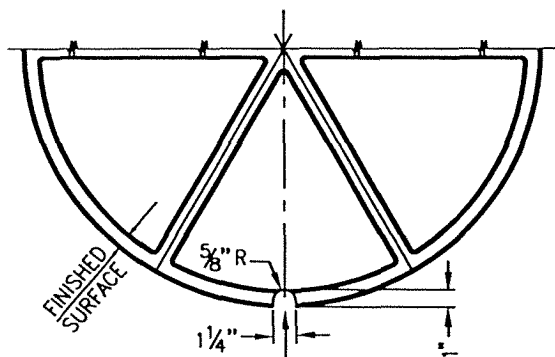


AGENCY DESIGNATED INSCRIPTION.
ALL LETTERS 1" HIGH. NO OTHER
INSCRIPTION TO APPEAR ON
EXPOSED SURFACES.

PLAN



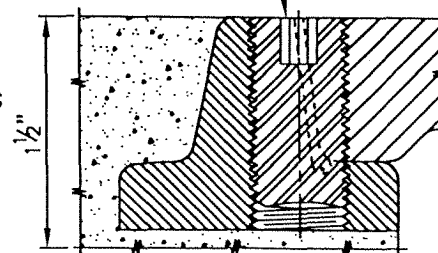
SECTION A-A



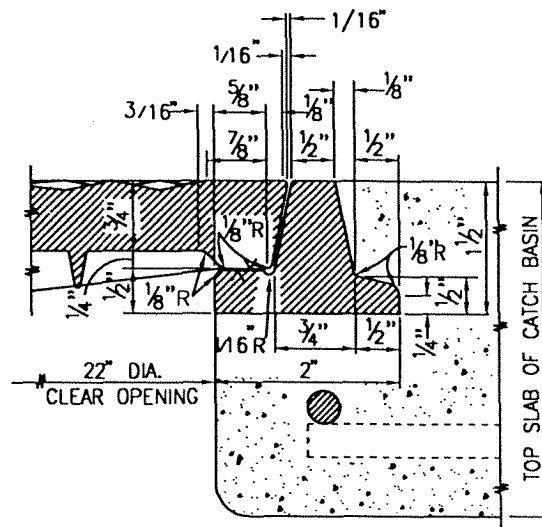
GAP IN RIM OF COVER OPPOSITE
PICK HOLE

BOTTOM OF MANHOLE COVER

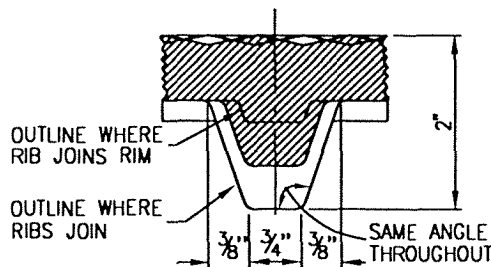
DRILL AND TAP HOLE; INSTALL $\frac{3}{4}$ " x $\frac{1}{4}$ " STAINLESS
STEEL SOCKET SET SCREW WITH $\frac{5}{8}$ " RECESSED HEX
HOLE. ALL THREADS TO BE N.C.



LOCKING DEVICE



DETAIL "B"



DETAIL "C"

NOTES:

1. THE CAST IRON USED SHALL CONFORM WITH ASTM A-48M CLASS 35B.
2. THE FRAME AND COVER SHALL BE COATED WITH ASPHALTUM OR BITUMINOUS PAINT AFTER TESTING AND INSPECTION.
3. FOUNDRY IDENTIFYING MARK, HEAT AND DATE SHALL BE CAST ON THE BOTTOM OF THE COVER AND ON THE INSIDE OF THE FRAME.
4. IMPORTED COVERS AND FRAMES SHALL HAVE THE COUNTRY OF ORIGIN MARKING IN COMPLIANCE WITH FEDERAL REGULATIONS.
5. WEIGHT OF FRAME SHALL BE 30 LBS.. WEIGHT OF COVER SHALL BE 85 LBS. ACTUAL WEIGHTS SHALL BE WITHIN A RANGE OF 95% TO 110%.



CATCH BASIN MANHOLE FRAME AND COVER

DRAWN: STAFF CKD.: STAFF *LB*
Department of Public Works

APPR. *Granville M. Bowman*
Granville M. Bowman

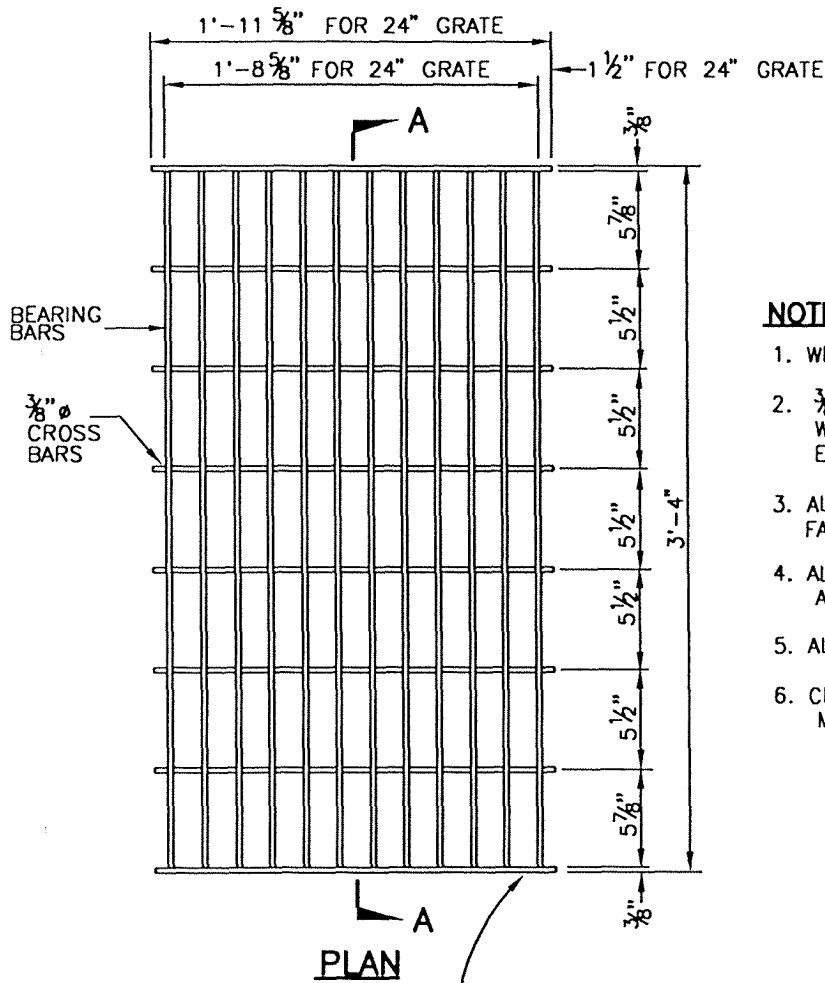
STANDARD PLAN
2002

PLATE 510

SHEET 1 OF 1

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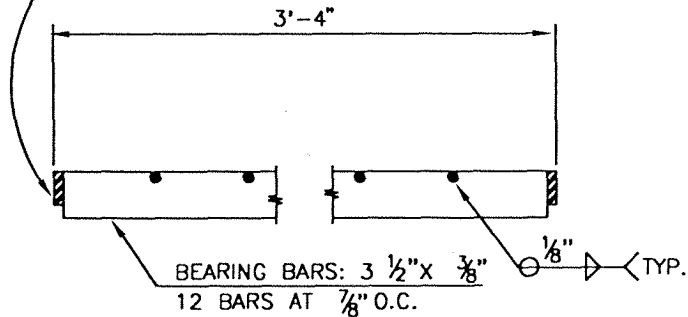


NOTES:

1. WEIGHT OF 24" GRATE = 192 LBS.
2. 3/8" Ø CROSS BARS MAY BE FILLET WELDED, RESISTANCE WELDED, OR ELECTRO-FORGED TO BEARING BARS.
3. ALL PARTS ARE TO BE GALVANIZED AFTER FABRICATION.
4. ALL DIMENSIONS ARE FINISHED DIMENSIONS, AND INCLUDE GALVANIZING.
5. ALL THREADS SHALL BE NATIONAL COARSE.
6. CENTER SUPPORT ASSEMBLY REQUIRED WHEN MORE THAN ONE GRATE IS CALLED FOR.

PLAN

2 1/2" x 3/8" END BAR; TYPICAL AT BOTH ENDS



SECTION A-A

ATTENTION: PREFER CURB OPENING C.B., NO C.B. WITH GRATES IS PERMITTED WITHOUT PRIOR APPROVAL.



CITY OF

BICYCLE PROOF GRATE DETAILS

STANDARD PLAN
2002

DRAWN: STAFF

CKD.: STAFF

APPR.

Granville M. Bowman

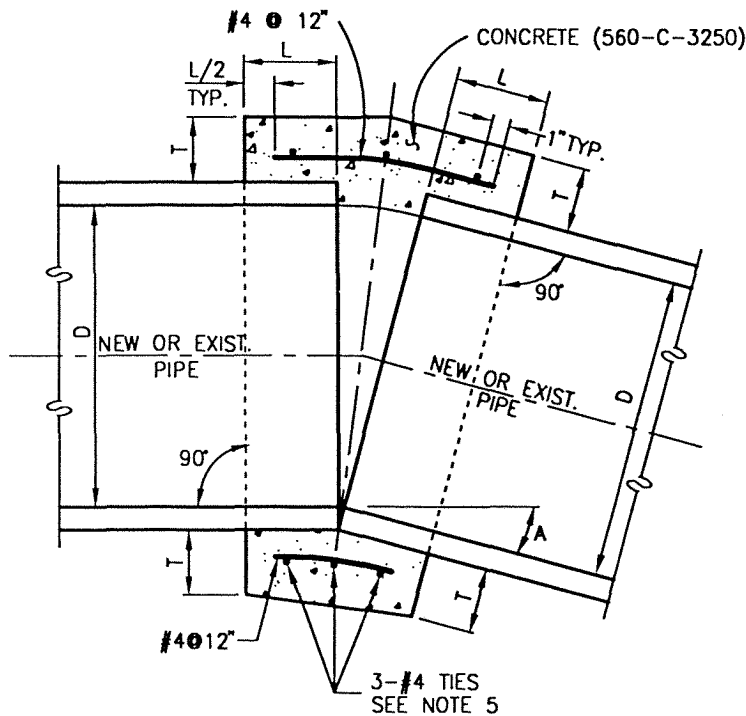
PLATE 511

SHEET 1 OF 1

Department of Public Works

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE



D	L	T
12"	12"	4"
18"	12"	5"
24"	12"	6"
30"	18"	7"
36"	18"	9"
42"	18"	9"
48"	18"	10"
57"	18"	10"
60"	21"	11"
66"	21"	11"
72"	24"	12"

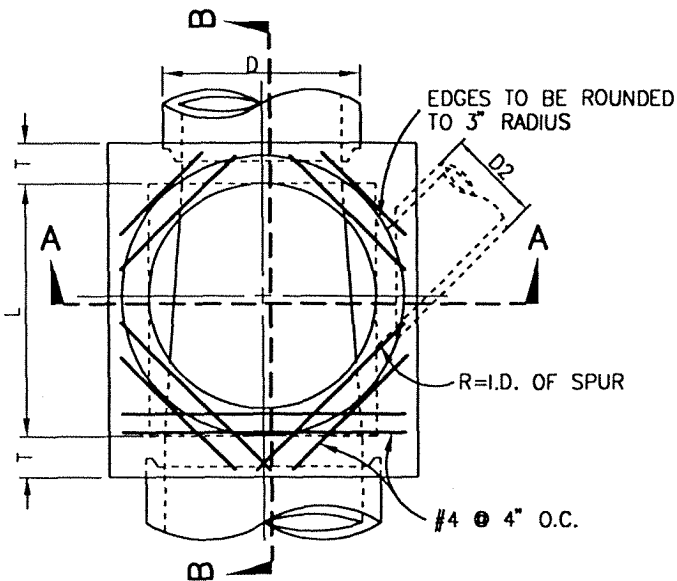
NOTES:

1. A CONCRETE COLLAR IS REQUIRED WHEN THE CHANGE IN GRADE OR ALIGNMENT EXCEEDS 10 PERCENT.
2. WHERE REINFORCING IS REQUIRED THE DIAMETER OF THE CIRCULAR TIES SHALL BE $D + (2 \times \text{WALL THICKNESS}) + T$.
3. FOR PIPE LARGER THAN 72", A SPECIAL COLLAR DETAIL IS REQUIRED.
4. FOR PIPE SIZE NOT LISTED, USE THE NEXT SIZE LARGER.
5. REINFORCING SHALL BE USED WHERE THE PIPE DIA. IS GREATER THAN 21" AND ON ALL ALL PIPES WHERE THE SPACES BETWEEN THE EXTREME OUTER ENDS IS 3" OR LARGER.
6. PIPE MAY BE CORRUGATED METAL PIPE, CONCRETE PIPE, OR REINFORCED CONCRETE PIPE.
7. NOT TO BE USED FOR A SIZE CHANGE.

	CITY OF		CONCRETE COLLAR		STANDARD PLAN 2002 PLATE 512
	DRAWN: STAFF	CKD.: STAFF <i>LB</i>	APPR. <i>Granville M. Bowman</i> Granville M. Bowman			SHEET 1 OF 1
Department of Public Works					

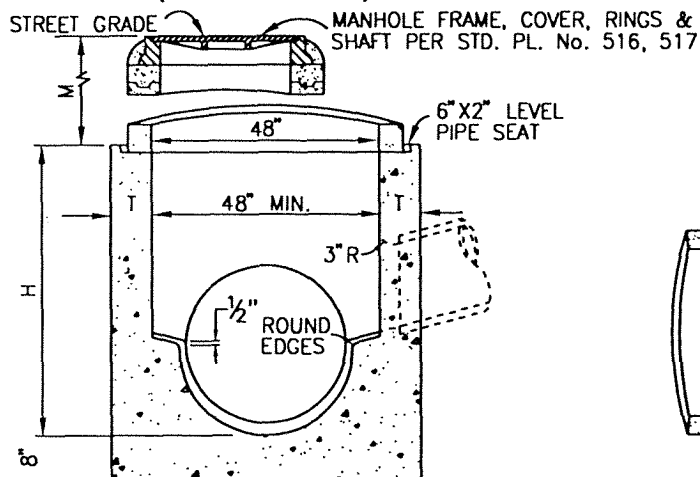
REV.	APPR.	BY	DATE

REV.	APPR.	BY	DATE

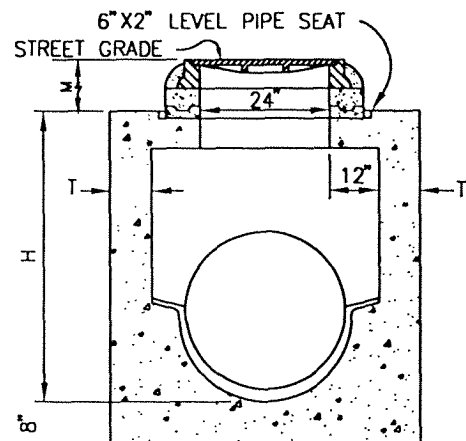


PLAN

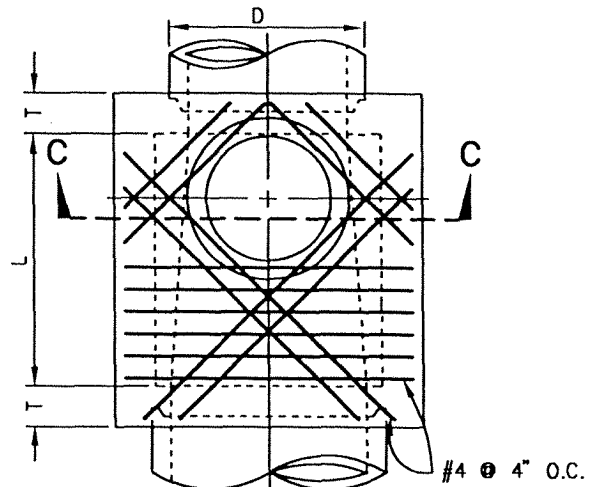
(SHAFT NOT SHOWN)



SECTION A-A



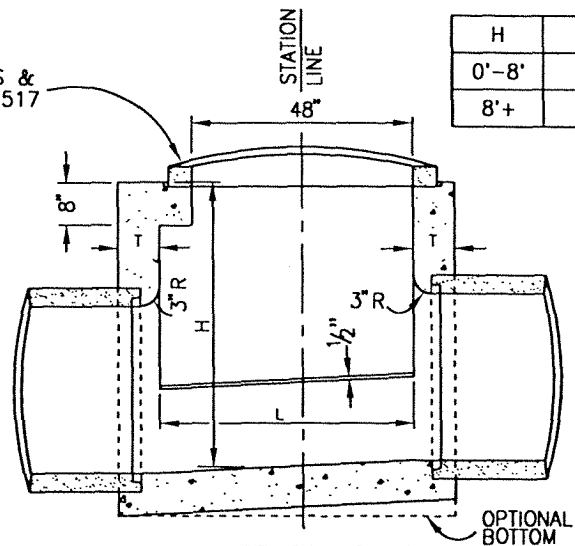
SECTION C-C



DETAIL N PLAN

(SHAFT NOT SHOWN)
SEE NOTE 3

H	T
0'-8"	8"
8'+	10"

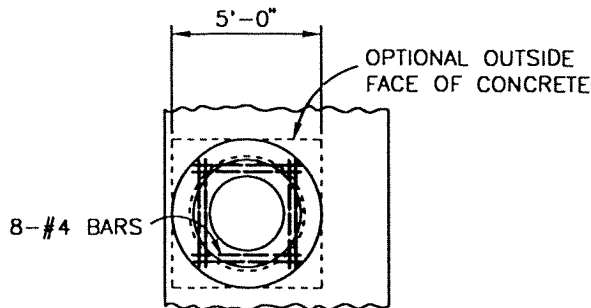


SECTION B-B

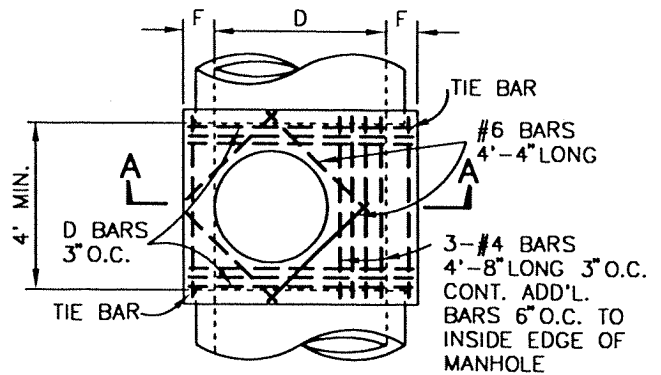
NOTES:

1. HEIGHT H (IN SEC. A-A, B-B, AND C-C) SHALL NOT BE LESS THAN 4'-0", BUT MAY BE INCREASED PROVIDED THAT THE VALUE OF M IS NOT LESS THAN THE MINIMUM SPECIFIED, AND THE REDUCER IS USED. FOR H (IN SEC. C-C) SEE NOTE 4.
2. LENGTH L SHALL BE 4 FEET UNLESS OTHERWISE SHOWN ON THE PLAN. L MAY BE INCREASED OR THE LOCATION OF THE MANHOLE SHIFTED TO MEET THE PIPE ENDS.
3. MANHOLE SHAFT SHALL BE CONSTRUCTED PER SEC. C-C AND DETAIL N WHEN DEPTH M, FROM FINISHED GRADE TO TOP OF BOX, IS LESS THAN 36".
4. DEPTH M MAY BE REDUCED TO AN ABSOLUTE MINIMUM OF 6" WHEN LARGER VALUES OF M WOULD REDUCE H (IN SEC. C-C) TO 3'-6" OR LESS.
5. CRADLE OF MANHOLE SHALL BE POURED IN ONE CONTINUOUS OPERATION EXCEPT THAT A CONSTRUCTION JOINT WITH A LONGITUDINAL KEYWAY MAY BE PLACED AT THE SPRING LINE.

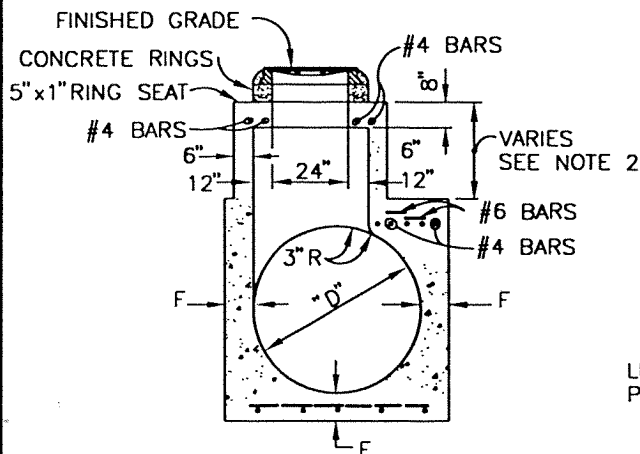
	MANHOLE NO. 1 (MAIN LINE 42" OR SMALLER)		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STAFF <i>B</i>	APPR. <i>Granville M. Bowmon</i> Granville M. Bowmon	PLATE 513
Department of Public Works			SHEET 1 OF 1



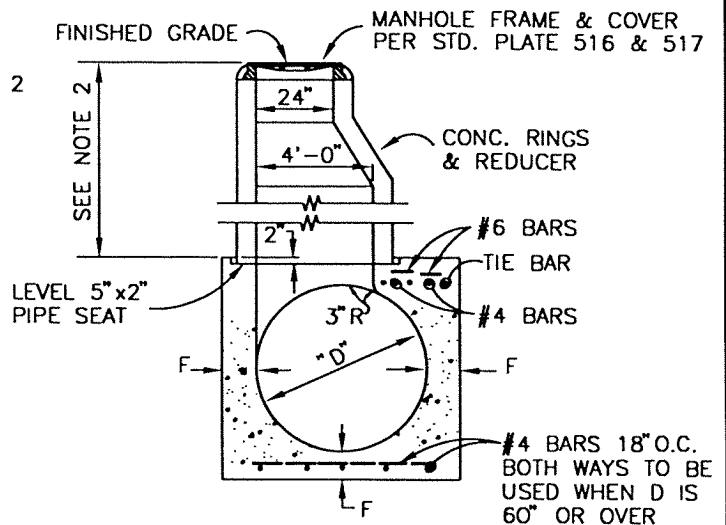
PLAN
(RINGS AND COVER NOT SHOWN)



PLAN
(SHAFT NOT SHOWN)



DETAIL M
(SEE NOTE 2)



SECTION A-A

NOTES:

1. D BARS SHALL BE #5 FOR D=48" TO 84" INCLUSIVE AND #6 FOR D=90" OR OVER. TIE BARS SHALL BE #3 BARS.
2. DETAIL M: WHEN DEPTH OF MANHOLE FROM FINISHED GRADE TO TOP OF BOX IS LESS THAN 36" CONSTRUCT MONOLITHIC SHAFT AS PER DETAIL M. SHAFT FOR ANY DEPTH OF MANHOLE MAYBE CONSTRUCTED AS PER DETAIL M.
3. REINFORCING STEEL TO BE 2" CLEAR FROM FACE OF CONCRETE UNLESS OTHERWISE SPECIFIED.
4. RINGS, REDUCER AND PIPE FOR ACCESS SHAFT SHALL BE SEATED IN MORTAR AND NEATLY POINTED OR WIPED INSIDE THE SHAFT.
5. CRADLE OF MANHOLE SHALL BE POURED IN ONE CONTINUOUS OPERATION, EXCEPT THAT A CONSTRUCTION JOINT WITH A LONGITUDINAL KEYWAY MAYBE PLACED AT THE SPRING LINE.

TABLE OF VALUES FOR 'F'

D	F
48"	8"
51" & 54"	9"
57", 60", 63", 66"	10"
69" & 72"	11"
78", 84", 90", 96"	14"
102", 108", 114"	16"
120", 126", 132", 138", 144"	18"



CITY OF

MANHOLE No. 2
(MAIN LINE 45" OR LARGER)

STANDARD PLAN
2002

DRAWN: STAFF

CKD.: STAFF *LB*

PLATE 514

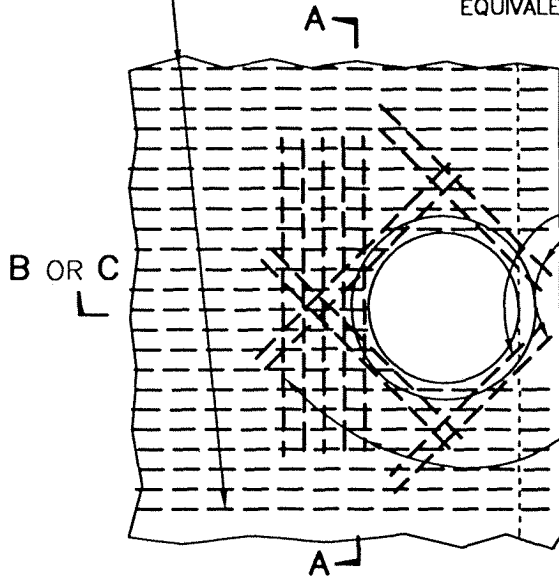
Department of Public Works

APPR.

Granville M. Bowman
Granville M. Bowman

SHEET 1 OF 1

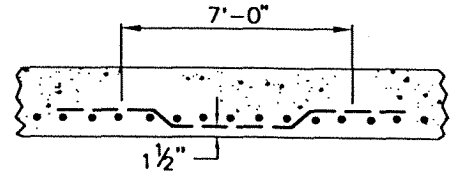
SIZE & SPACING OF STEEL AS SHOWN ON PLAN, EXCEPT THAT 5 BARS ON EACH SIDE OF SHAFT SHALL BE NOT SMALLER THAN #5 BARS, 4" O.C. OR EQUIVALENT



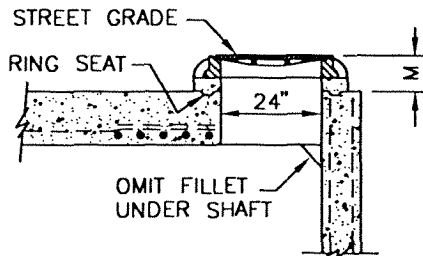
PLAN
(SHAFT NOT SHOWN)

#5 BARS
5' LONG, 4" C.C.

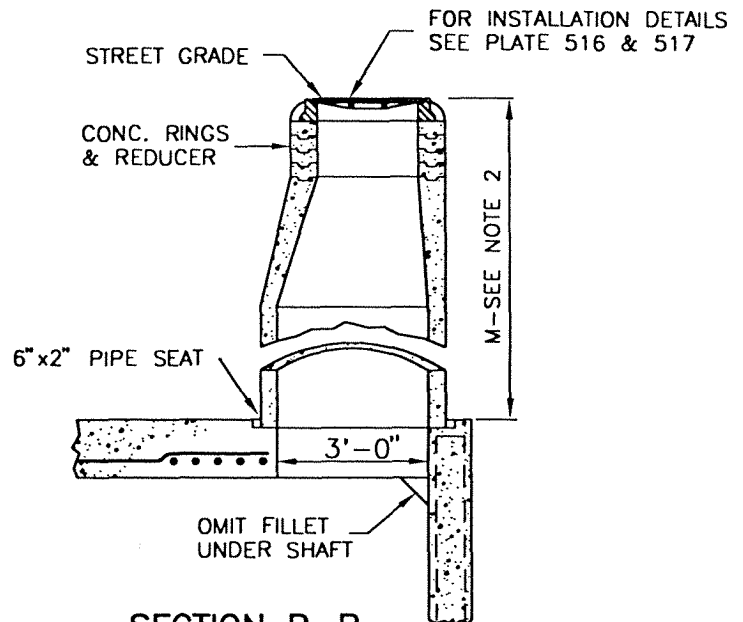
5 BARS 7' LONG, 4" O.C., OF SIZE SHOWN FOR TRANSVERSE STEEL, BUT NOT SMALLER THAN #5 BARS. WARP THESE BARS UNDER BARS THAT HAVE BEEN CUT FOR SHAFT OPENING.



SECTION A-A



SECTION C-C
SEE NOTE 2



SECTION B-B

**MANHOLE FOR
BOX SECTION STORM DRAIN**

NOTES:

1. FOR DETAILS OF ACCESS SHAFT SEE PLATE No. 516 & 517.
2. DEPTH M: WHEN DEPTH M FROM STREET GRADE TO TOP OF THE BOX IS LESS THAN 2'-10 1/2" FOR PAVED STREETS OR 3'-6" FOR UNPAVED STREETS, CONSTRUCT SHAFT PER SECTION C-C.

CITY OF
Oxnard

MANHOLE No. 3
(IN CONCRETE BOX STORM DRAIN)

DRAWN: STAFF CKD.: STAFF

Department of Public Works

APPR.

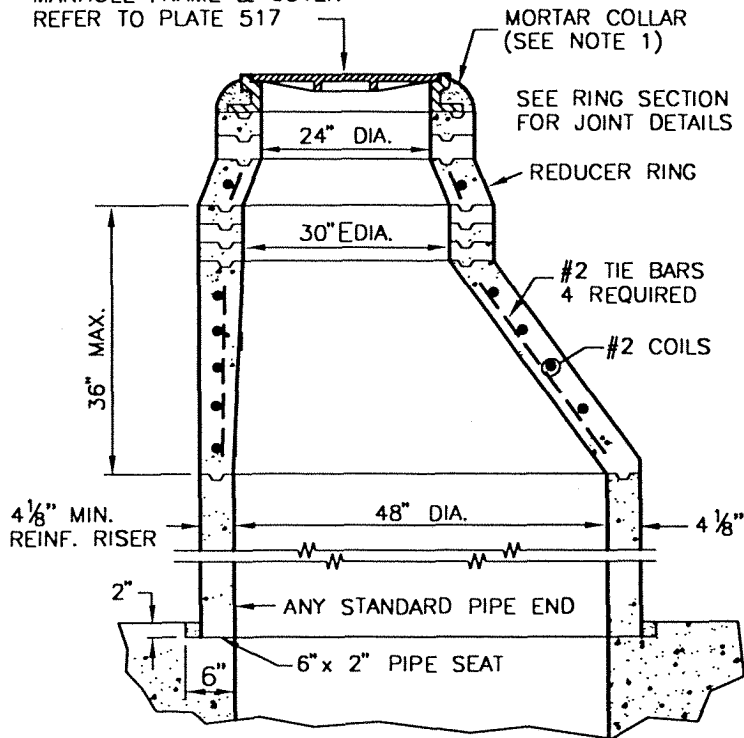
Granville M. Bowman
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STANDARD PLAN
2002

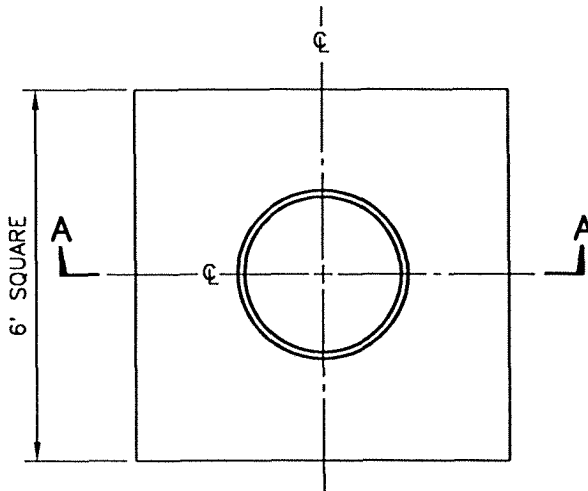
PLATE 515

SHEET 1 OF 1

MANHOLE FRAME & COVER
REFER TO PLATE 517

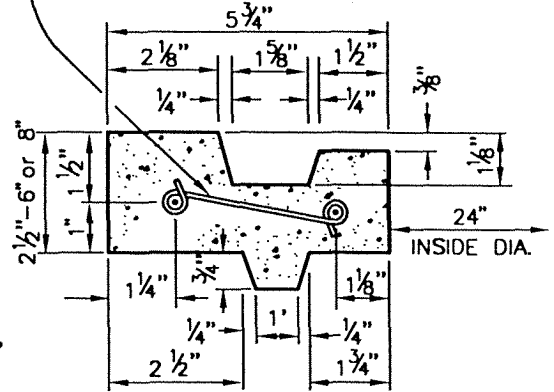


VERTICAL SECTION
OF REINFORCED CONCRETE
ECCENTRIC MANHOLE SHAFT

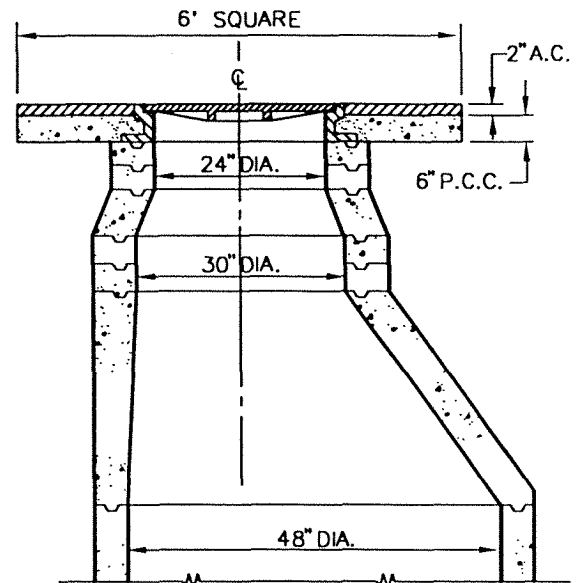


PLAN VIEW

2 1/2" RINGS SHALL BE REINFORCED
WITH TWO 1/4" ROUND STEEL HOOPS;
6" & 8" RINGS SHALL BE REINFORCED
WITH 4 & 6 HOOPS RESPECTIVELY,
2 3/4" APART.



CROSS SECTION
OF REINFORCED CONCRETE RING



SECTION A-A

NOTES:

1. MORTAR COLLAR AROUND COVER FRAME SHALL BE OMITTED IN PAVED STREETS.
2. ALL JOINTS SHALL BE FILLED WITH MORTAR AND NEATLY POINTED OR WIPED ON INSIDE OF SHAFT.

CITY OF
Oxnard

**CONCRETE RINGS, REDUCER
FOR MANHOLE SHAFT**

DRAWN: STAFF CKD.: STAFF

Department of Public Works

APPR.

Granville M. Bowman
Granville M. Bowman

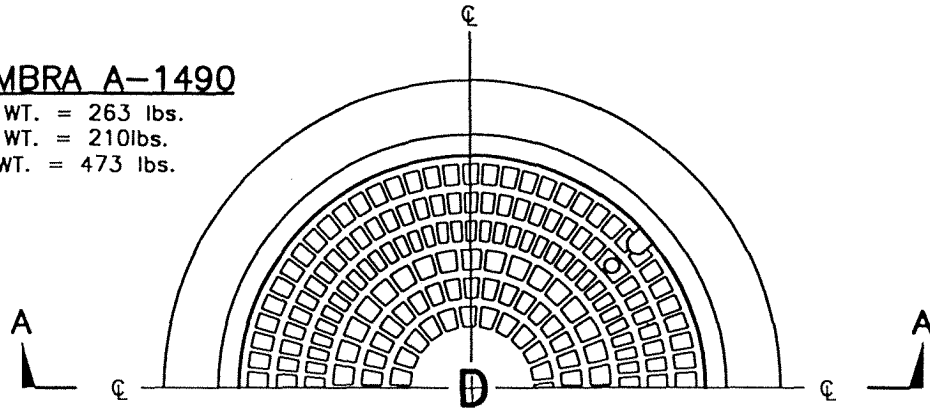
STANDARD PLAN
2002

PLATE 516

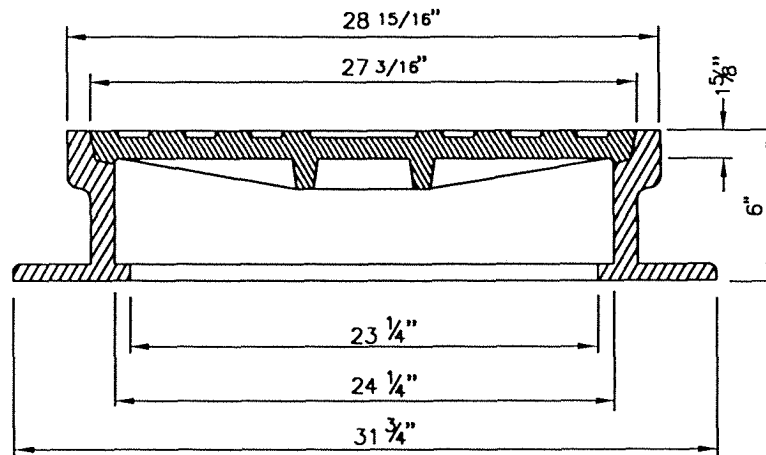
SHEET 1 OF 1

ALHAMBRA A-1490

COVER WT. = 263 lbs.
FRAME WT. = 210 lbs.
TOTAL WT. = 473 lbs.



PLAN



SECTION

NOTES:

1. MANHOLE FRAMES AND COVERS SHALL BE ALHAMBRA A-1490, (OR APPROVED EQUAL) WITH ASPHALTUM PAINT.
2. FOUNDRY MARK SHALL BE SHOWN ON THE FRAME (INSIDE OR OUTSIDE) AND ON THE BOTTOM OF THE COVER.
3. COVERS SHALL BEAR THE LETTER "D" FOR STORM DRAINS AND "S" FOR SEWERS. THE LETTERS SHALL BE APPROXIMATELY 2 1/2" HIGH WITH 1/2" LINE WIDTH AND PLACED IN THE CENTER OF THE COVER. COVERS SHALL ALSO BEAR THE AGENCY'S IDENTIFICATION IN ACCORDANCE WITH INSTRUCTIONS FURNISHED BY THE AGENCY. ALL LETTERS SHALL BE FLUSH WITH THE FINISHED SURFACE OF THE COVER.
4. COVERS FOR MANHOLES LOCATED IN EASEMENTS, PARKWAYS, AND ALL OTHER PLACES EXCEPT PAVED STREETS OR ALLEYS SHALL BE PROVIDED WITH ALLEN SOCKET SET SCREW LOCKING DEVICES. THE CONTRACTOR SHALL DRILL AND TAP TWO HOLES TO A DEPTH OF 1 INCH AT 90 DEGREES TO PICK HOLE AND INSTALL 3/4 BY 3/4 INCH ALLEN SOCKET SET SCREWS.
5. THE WEIGHT OF THE COVER SHALL NOT VARY MORE THAN FIVE PERCENT FROM THAT SHOWN.



CITY OF

MANHOLE FRAME AND COVER

DRAWN: STAFF CKD.: STAFF

Department of Public Works

APPR.

Granville M. Bowman

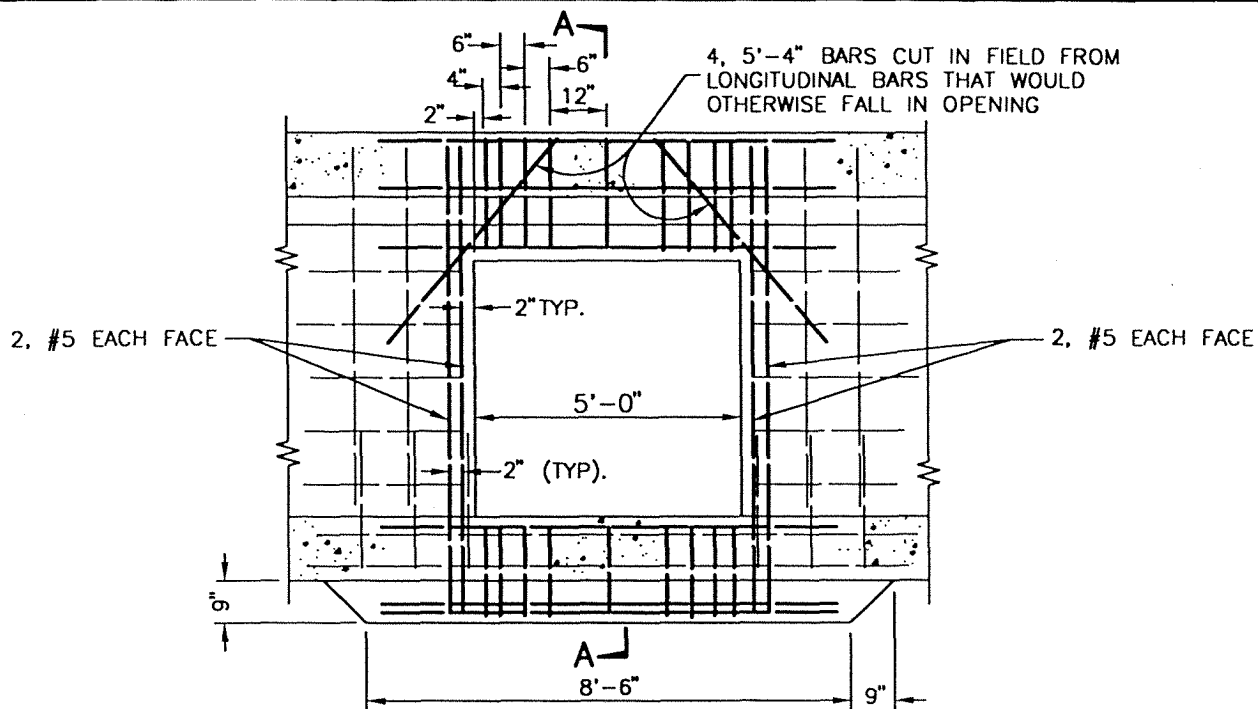
STANDARD PLAN
2002

PLATE 517

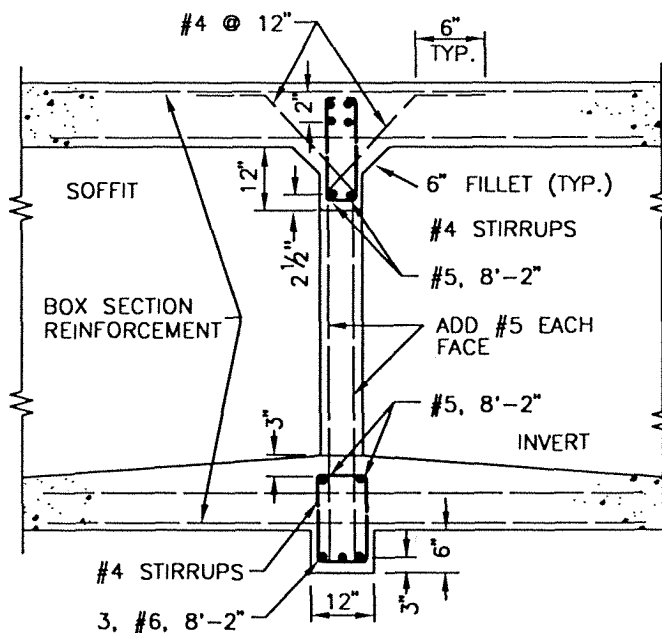
SHEET 1 OF 1

REV.	APPR.	BY	DATE

REV.	APPR.	BY	DATE



ELEVATION



SECTION A-A

NOTES:

- THIS STRUCTURE TO BE USED WHERE:
 - DEPTH OF COVER DOES NOT EXCEED 10'.
 - CLEAR SPAN OF ONE BARREL DOES NOT EXCEED 12'
- LONGITUDINAL BARS TO BE CUT IN FIELD 2" FROM OPENING.
- ROUND ALL EDGES TO 2" RADIUS.
- NO TRANSVERSE CONSTRUCTION JOINT TO BE PLACED WITHIN 5' OF WINDOW.



WINDOW DETAILS FOR MULTIPLE BOX SECTION

DRAWN: STAFF CKD.: STAFF

Department of Public Works

APPR.

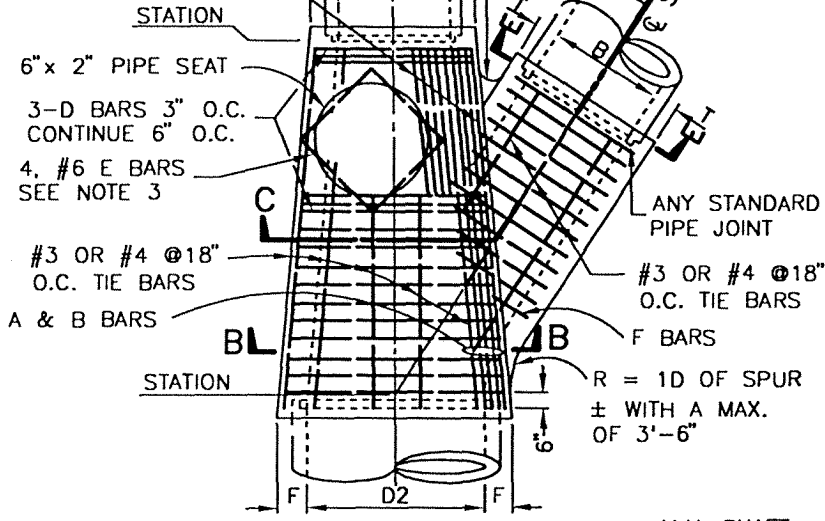
Granville M. Bowman

STANDARD PLAN
2002

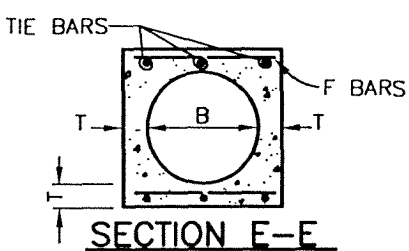
PLATE 520

SHEET 1 OF 1

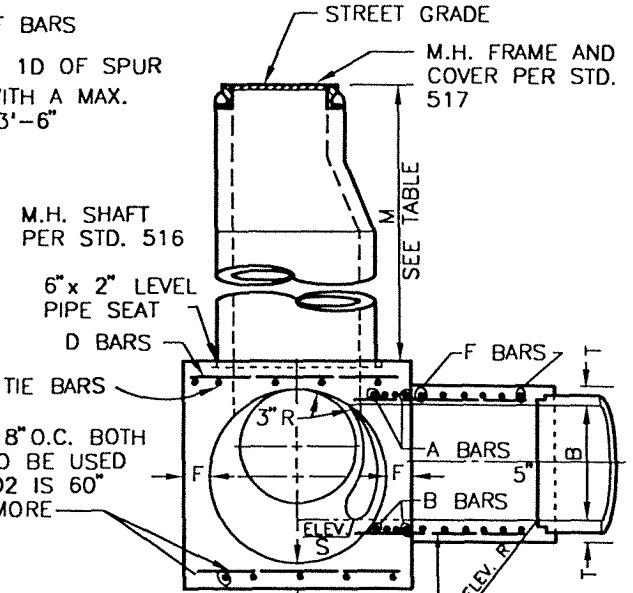
3-#4 J BARS, 4'-8" LONG,
3" O.C. CONTINUE
ADDITIONAL BARS
6" O.C. TO INSIDE
EDGE OF M.H.



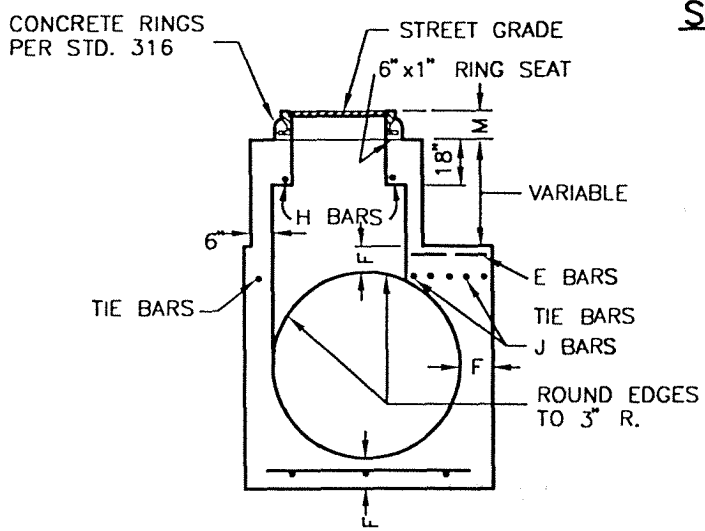
PLAN
TYPE I



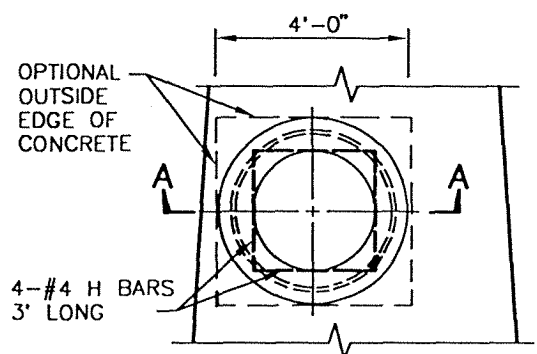
SECTION E-E



SECTION B-B, C-C



SECTION A-A



DETAIL N

RINGS AND COVER NOT SHOWN
(SEE NOTE 2)



CITY OF

JUNCTION STRUCTURE No. 1

DRAWN: STAFF CKD.: STAFF
Department of Public Works

APPR. *Granville M. Bowman*
Granville M. Bowman

STANDARD PLAN
2002

PLATE 521

SHEET 1 OF 3

REV.	DATE

REV.	DATE

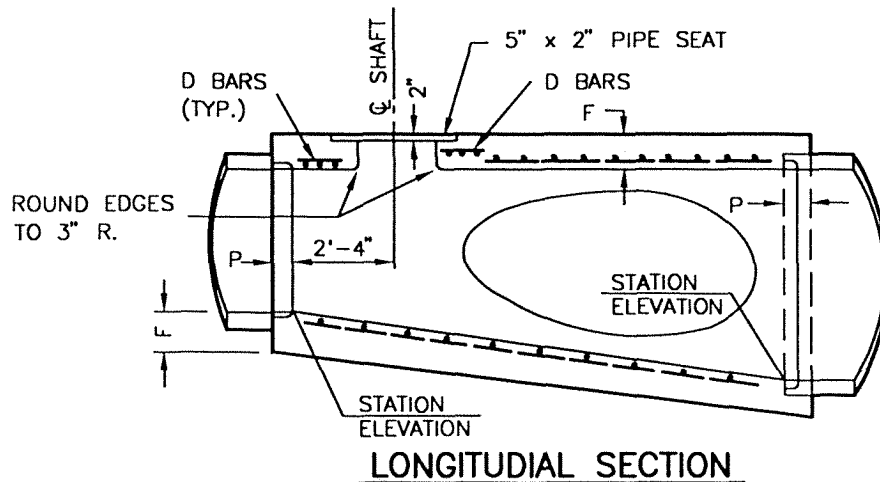
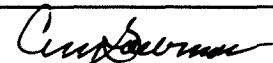


TABLE OF VALUES FOR M (SEE NOTE 2)				
SECTION	PAVED STREET		UNPAVED STREET	
	MAX.	MIN.	MAX.	MIN.
B-B C-C		2'-10 1/2"		3'-6"
A-A	11"	8 1/2"	16"	15"

TABLE OF BAR SIZES		
D2 OR B	A & B	D OR F
12" - 39"	#5 @ 3"	#4 @ 6"
42" - 84"	#6 @ 3"	#5 @ 6"
90" - 144"	#7 @ 3"	#6 @ 6"

TABLE OF VALUES FOR F	
D2	F
36"	6 1/2"
39"	7"
42"	7 1/2"
45"	7 3/4"
48"	8"
51"	8 1/2"
54"	9"
57"	9 1/4"
60"	9 1/2"
63"	10"
66"	10 1/4"
69"	10 3/4"
72"	11"
78"	11 3/4"
84"	12 1/2"
90"	13 1/4"
96"	14"
102"	15 1/2"
108"	16"
114"	16 1/2"
120"	17"
126"	17"
132"	17 1/2"
138"	17 1/2"
144"	18"

TABLE OF VALUES FOR T	
B	T
12"	4"
15"	4 1/4"
18"	4 1/2"
21"	5"
24"	5 1/4"
27"	5 1/2"
30"	6"
33"	6 1/4"
36"	6 1/2"
39"	7"
42"	7 1/2"
45"	7 3/4"
48"	8"
51"	8 1/2"
54"	9"
57"	9 1/4"
60"	9 1/2"
63"	10"
66"	10 1/4"
69"	10 3/4"
72"	11"
78"	11 3/4"
84"	12 1/2"
90"	13 1/4"
96"	14"
102"	15 1/2"
108"	16"
114"	16 1/2"
120"	17"
126"	17"
132"	17 1/2"
138"	17 1/2"
144"	18"

	JUNCTION STRUCTURE No. 1		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.:	APPR.  Granville M. Bowman	PLATE 521 SHEET 2 OF 3
Department of Public Works			

NOTES:

1. VALUES FOR A, B, C, D1, D2, ELEVATION R AND ELEVATION S ARE SHOWN ON THE PROJECT DRAWINGS. ELEVATION S APPLIES AT INSIDE WALL OF STRUCTURE.
2. WHEN DEPTH M FROM STREET GRADE TO THE TOP OF THE BOX IS LESS THAN 2'-10 1/2" FOR PAVED STREETS OR 3'-6" FOR UNPAVED STREETS, CONSTRUCT MONOLITHIC SHAFT PER SECTION C-C AND DETAIL N. SHAFT FOR ANY MANHOLE MAY BE CONSTRUCTED PER SECTION C-C. WHEN DIAMETER D1 IS 48" OR LESS, CENTER OF SHAFT MAY BE LOCATED PER NOTE 3.
3. CENTER OF MANHOLE SHAFT SHALL BE LOCATED OVER CENTER LINE OF STORM DRAIN WHEN DIAMETER D1 IS 48" OR LESS, IN WHICH CASE PLACE E BARS SYMMETRICALLY AROUND SHAFT AT 45° WITH CENTER LINE.
4. LENGTH OF MANHOLE MAY BE INCREASED TO MEET PIPE ENDS. BUT ANY CHANGE IN LOCATION OF SPUR MUST BE APPROVED BY THE ENGINEER.
5. P SHALL BE 5" FOR D2 = 96" OR LESS AND 8" FOR D2 OVER 96".
6. REINFORCEMENT SHALL CONFORM TO ASTM 615, GRADE 40, AND SHALL TERMINATE 1 1/2" CLEAR OF CONCRETE SURFACES UNLESS OTHERWISE SHOWN.
7. FLOOR OF MANHOLE SHALL BE STEEL TROWELED TO SPRING LINE.
8. BODY OF MANHOLE SHALL BE POURED IN ONE CONTINUOUS OPERATION EXCEPT THAT A CONSTRUCTION JOINT WITH A LONGITUDINAL KEYWAY MAY BE PLACED AT SPRING LINE.
9. THICKNESS OF THE DECK SHALL VARY WHEN NECESSARY TO PROVIDE A LEVEL SEAT, BUT SHALL NOT BE LESS THAN THE TABULAR OF F SHOWN ON TABLE.
10. IF LATERALS ENTER ON BOTH SIDES OF MANHOLE, SHAFT SHALL BE LOCATED ON SIDE RECEIVING THE SMALLER LATERAL.
11. THE FOLLOWING CRITERIA SHALL BE USED FOR THIS JUNCTION STRUCTURE:
 - A. THIS STANDARD PLAN IS USED WHEN STANDARD PLAN 514 IS INADEQUATE. MAIN LINE = 48" INSIDE DIAMETER OR LARGER.
 - B. LATERAL = 12" TO 144" INSIDE DIAMETER: HOWEVER, THE INSIDE DIAMETER SHALL NOT EXCEED THE INSIDE DIAMETER OF THE MAIN LINE.
12. MANHOLE FRAME AND COVER SHALL CONFORM TO STANDARD PLAN 517 UNLESS OTHERWISE SHOWN.
13. MANHOLE SHAFT SHALL CONFORM TO STANDARD PLAN 516 UNLESS OTHERWISE SHOWN.



CITY OF

JUNCTION STRUCTURE No. 1

STANDARD PLAN
2002

DRAWN: STAFF

CKD.: STAFF

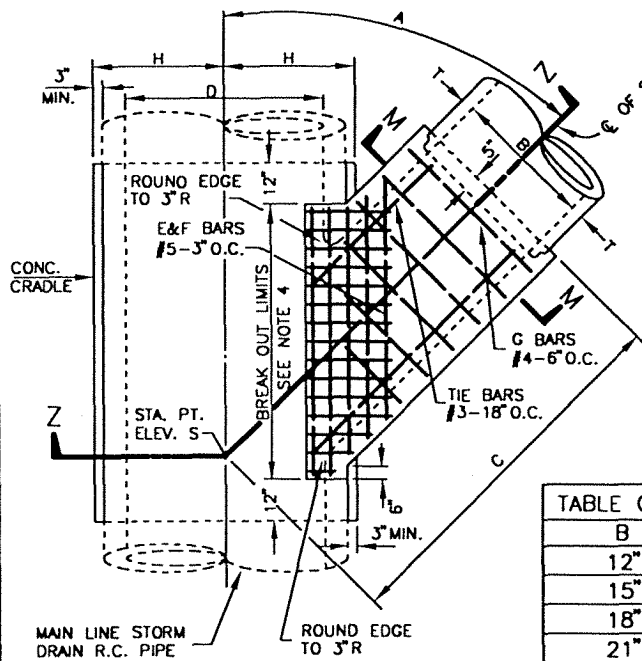
Department of Public Works

APPR.

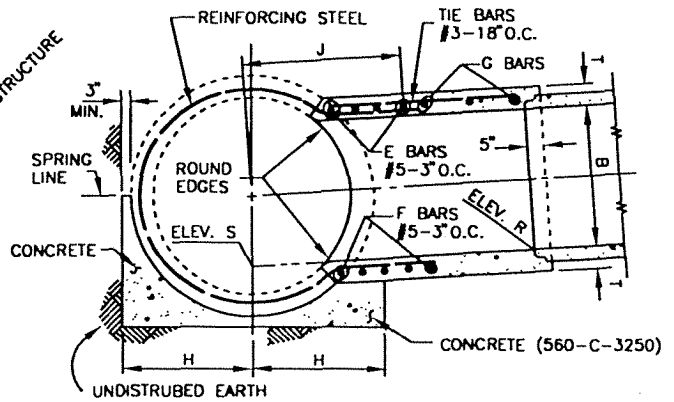
Granville M. Bowman
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PLATE 521

SHEET 3 OF 3

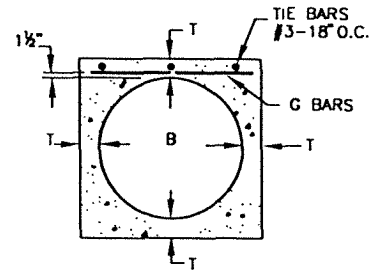


PLAN



SECTION Z-Z

TABLE OF VALUES FOR T	
B	T
12"	5"
15"	5"
18"	5"
21"	5"
24"	5½"
27"	5½"
30"	6"
33"	6½"
36"	6½"
39"	7"

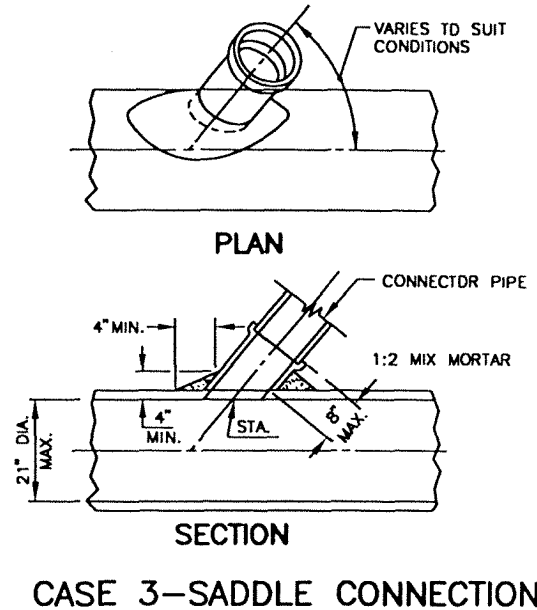
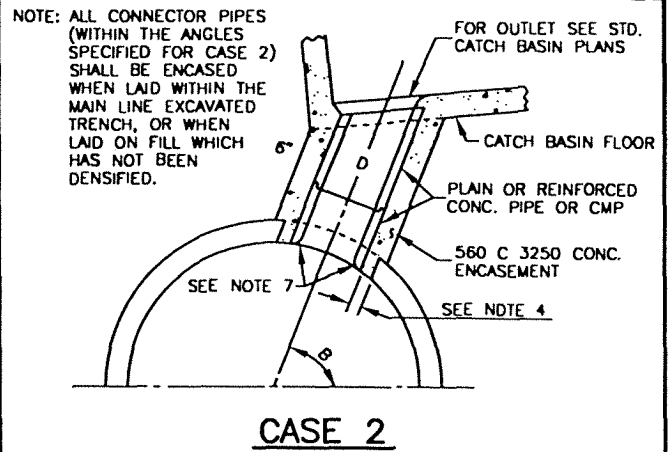
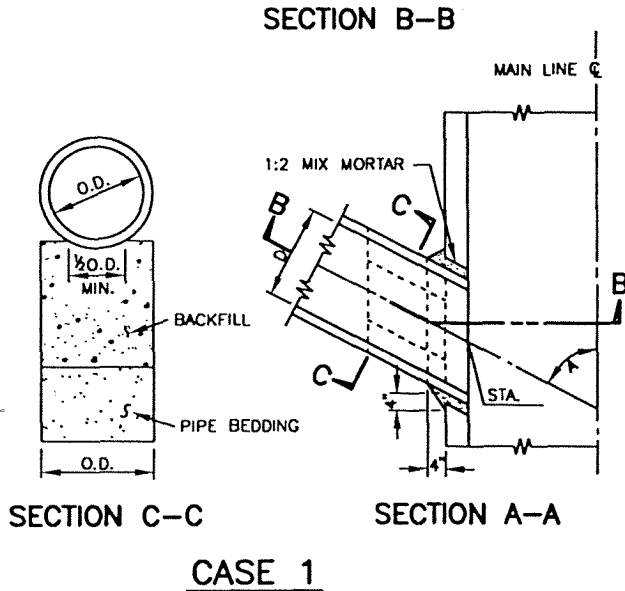
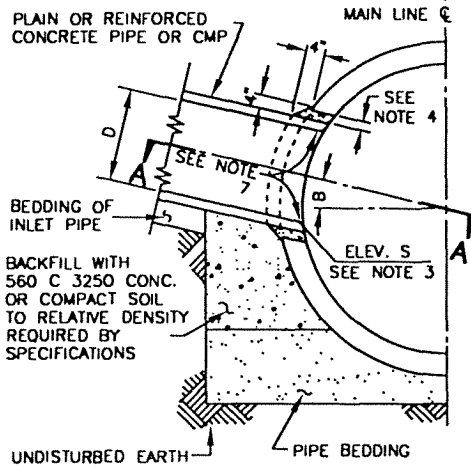


SECTION M-M

NOTES:

- JUNCTION STRUCTURE No. 2 IS TO BE USED WHEN OUTSIDE DIAMETER OF B IS GREATER THAN ½ THE INSIDE DIAMETER OF D, OR B IS GREATER THAN 24". B SHALL NOT EXCEED ¼D OR 39". NOTE: NO MORE THAN ONE OPENING SHALL BE MADE IN ONE SECTION OF PIPE.
- VALUES OF A, B, C, AND D ARE SHOWN ON PROJECT DRAWINGS. ELEVATION "R" AND ELEVATION "S" ARE SHOWN WHEN REQUIRED PER NOTE 10.
- ELEVATION S APPLIES AT INSIDE WALL OF STRUCTURE.
- THE OPENING SHALL BE RECTANGULAR, CUT NORMAL TO PIPE SURFACE WITHOUT DAMAGING REINFORCING STEEL. IF A JOINT IN THE MAIN LINE PIPE FALLS WITHIN THE LIMITS OF THE CONCRETE CRADLE, PROVIDE A CONCRETE ENCASEMENT ONE FOOT ABOVE THE TOP OF MAIN LINE PIPE TO THE LIMITS OF THE CRADLE.
- THE TRANSVERSE REINFORCEMENT IN PIPE SHALL BE CUT AT CENTER OF OPENING AND BENT INTO TOP AND BOTTOM SLABS OF SPUR.
- THE MAIN LINE PIPE SHALL BE CRADLED AND ENCASED IN 560 C 3250 CONCRETE MIX EXTENDING LONGITUDINALLY 12" BEYOND THE LIMITS OF BREAK OUT (SEE NOTE 4), AND TRANSVERSELY A DISTANCE OF H ON EACH SIDE OF THE CENTERLINE OF PIPE $H = \frac{1}{2}$ O.D. OF PIPE + 3" MIN. CRADLE MAYBE OMITTED ON SIDE OPPOSITE LATERAL INLET WHEN CONSTRUCTED IN CONNECTION WITH EXISTING STORM DRAIN.
- REINFORCING STEEL SHALL BE PLACED 1½" CLEAR FROM FACE OF CONCRETE, UNLESS OTHERWISE SHOWN.
- E AND F BARS SHALL BE CARRIED TO A POINT NOT LESS THAN J DISTANCE FROM CENTERLINE.
 $J = (7D/12) + 6"$.
- FLOOR OF STRUCTURE SHALL BE STEEL-TROWELED TO SPRING LINE.
- WHEN ELEVATION "R" AND ELEVATION "S" ARE NOT SHOWN ON PROJECT DRAWINGS, INLET PIPE SHALL ENTER MAIN LINE RADIALLY. WHEN INLET PIPE ENTERS MAIN LINE OTHER THAN RADIALLY, ELEVATION "S" SHALL BE SHOWN PROJECT DRAWINGS AND INLET PIPE SHALL BE LAID ON A STRAIGHT GRADE FROM ELEVATION S TO CATCH BASIN OR GRADE BREAK IN LINE. ELEVATION "R" SHALL BE SHOWN ON PROJECT DRAWINGS ONLY WHEN STUB IS TO BE PROVIDED IN MAIN LINE FOR FUTURE CONSTRUCTION OF INLET PIPE.
- STATIONS SPECIFIED ON DRAWINGS APPLY AT THE INTERSECTION OF CENTER LINES OF MAIN LINE AND LATERALS, EXCEPT THAT STATIONS FOR CATCH BASIN CONNECTOR PIPE APPLY AT INSIDE WALL OF STRUCTURE.

	JUNCTION STRUCTURE No. 2		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STAFF	PLATE 522
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NOTES: CASE 1 AND CASE 2

1. ANGLE A SHALL BE BETWEEN 45 DEGREES AND 90 DEGREES AND D SHALL BE 24 INCHES OR LESS. FOR SMALLER VALUES OF A AND LARGER VALUES OF D, USE APPROPRIATE STANDARD STRUCTURE.
2. IN NO CASE SHALL THE OUTSIDE DIAMETER OF THE INLET PIPE EXCEED ONE-HALF THE INSIDE DIAMETER OF THE MAIN STORM DRAIN.
3. CENTER LINE OF INLET SHALL BE ON RADIUS OF MAIN STORM DRAIN EXCEPT WHERE ELEVATION S IS SHOWN ON PROJECT DRAWINGS.
4. THE OPENING INTO MAIN STORM DRAIN SHALL BE THE OUTSIDE DIAMETER OF THE INLET PIPE PLUS ONE INCH MINIMUM OR 3 INCH MAXIMUM.
5. ALL CORRUGATED METAL PIPE AND FITTINGS SHALL BE GALVANIZED.
6. IF ANGLE B IS 45 DEGREES OR LESS, USE CASE 1. IF ANGLE B IS GREATER THAN 45 DEGREES, USE CASE 2.
7. BURN OR CHIP END OF CONNECTOR PIPE FLUSH WITH INNER SURFACE OF MAIN LINE PIPE. ROUND EDGE OF CONCRETE PIPE OR REINFORCED CONCRETE PIPE.
8. STATION SPECIFIED ON DRAWINGS APPLIES AT THE INTERSECTION OF INSIDE WALL OF MAIN STORM DRAIN AND CENTER LINE OF INLET PIPE.

NOTES: CASE 3

1. CONNECTIONS TO PIPES 21 INCHES OR LESS IN DIAMETER WITHOUT JUNCTION STRUCTURES OR PRECAST Y BRANCHES SHALL BE MADE WITH SADDLES.
2. TRIM OR CUT SADDLE TO FIT SNUGLY OVER THE OUTSIDE OF THE MAIN PIPE, AND SO ITS AXIS WILL BE ON THE LINE AND GRADE OF THE CONNECTING PIPE.
3. THE OPENING INTO THE PIPE SHALL BE CUT AND TRIMMED TO FIT THE SADDLE SO THAT NO PART WILL PROJECT WITHIN THE BORE OF THE SADDLE PIPE.
4. THE CONNECTING PIPE SHALL BE SUPPORTED AS SHOWN IN CASES 1 AND 2.

CITY OF
Oxnard

JUNCTION STRUCTURE No. 3

DRAWN: STAFF CKD.: STAFF

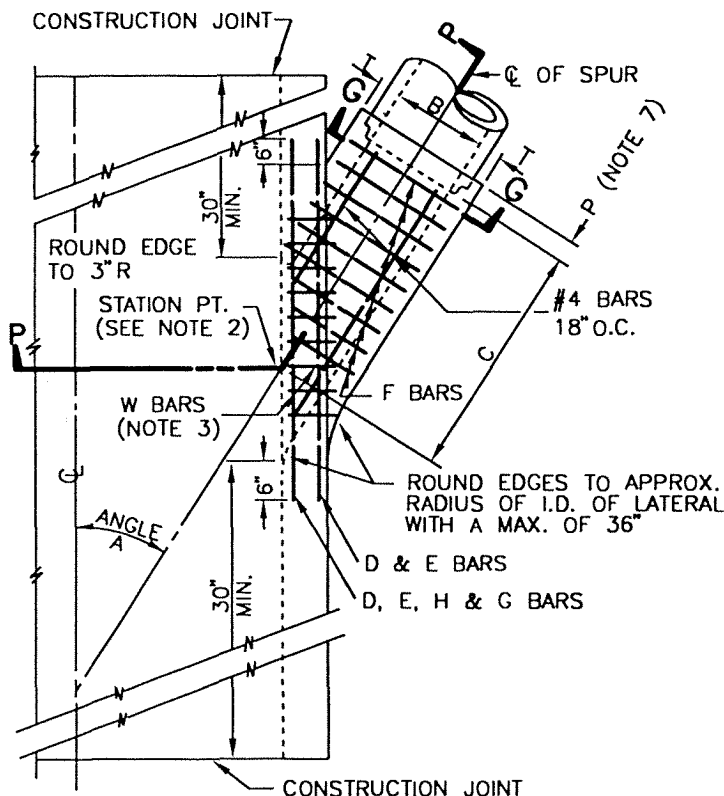
Department of Public Works

APPR. *Granville M. Bowman*
Granville M. Bowman

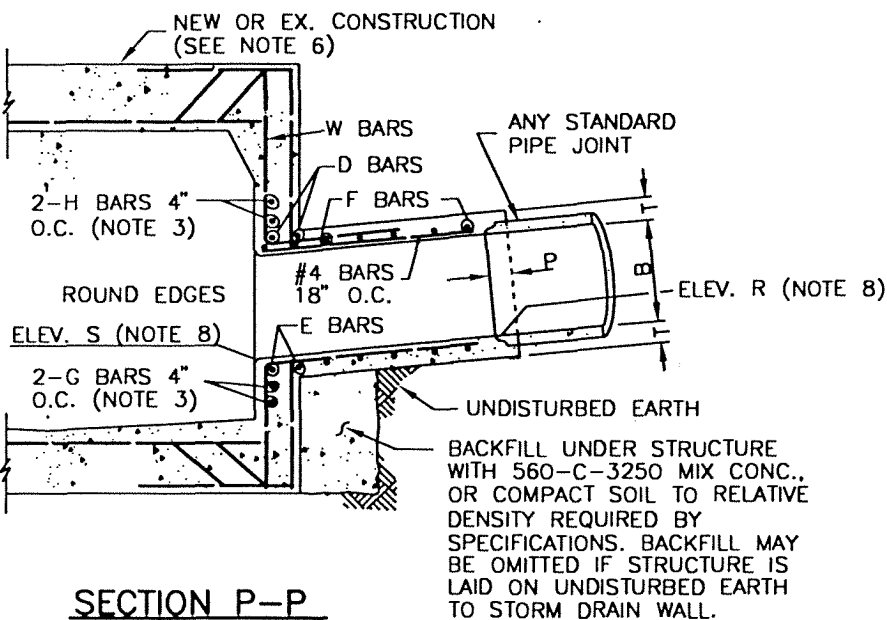
STANDARD PLAN
2002

PLATE 523

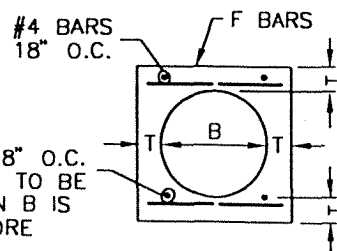
SHEET 1 OF 1



PLAN



SECTION P-P



SECTION G-G

TABLE

FOR DIMENSIONS & BAR SIZES

B (INCHES)	T (INCHES)	D, E, H & G BARS	F BARS
12	5	#5	#4 @ 6" O.C.
15	5		
18	5		
21	5		
24	5 1/4		
27	5 1/2		
30	6		
33	6 1/4		
36	6 1/2		
39	7		
42	7 1/2	#6	#5 @ 6" O.C.
45	7 3/4		
48	8		
51	8 1/2		
54	9		
57	9 1/4		
60	9 1/2		
63	10		
66	10 1/4		
69	10 1/2		
72	11	#7	#5 @ 6" O.C.
78	11 1/4		
84	12 1/2		
90	13 1/4		
96	14		
102	15 1/2		
108	16		
114	16 1/2		
120	17		
126	17		
132	17 1/2		
138	17 1/2		
144	18		

	CITY OF		JUNCTION STRUCTURE No. 4		STANDARD PLAN 2002
	DRAWN: STAFF		CKD.: STAFF		PLATE 524
	Department of Public Works		APPR. Granville M. Bowman		SHEET 1 OF 2

NOTES:

1. VALUES FOR A, B AND C SHALL BE SHOWN ON THE PROJECT PLANS. ELEVATION R AND ELEVATION S SHALL BE SHOWN WHEN REQUIRED PER NOTE 8.
2. STATIONS SPECIFIED ON THE PROJECT PLANS APPLY AT THE INTERSECTION OF CENTER LINES OF MAIN LINE AND LATERALS, EXCEPT THAT STATIONS FOR CATCH BASIN CONNECTOR PIPES APPLY AT INSIDE WALL OF STRUCTURE.
3. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 40 AND SHALL TERMINATE $1\frac{1}{2}$ " CLEAR OF CONCRETE SURFACE UNLESS OTHERWISE SHOWN.
 - A. W BARS ARE OF SIZE AND SPACING SPECIFIED FOR WALL STEEL ON PROJECT PLANS, AND SHALL BE CUT IN CENTER OF OPENING AND BENT INTO TOP AND BOTTOM OF JUNCTION STRUCTURE.
 - B. OMIT H BARS WHEN SOFFIT OF SPUR IS 12" OR LESS BELOW SOFFIT OF MAIN LINE AND OMIT G BARS WHEN INVERT OF SPUR IS 12" OR LESS ABOVE FLOOR OF MAIN LINE.
4. JUNCTION STRUCTURE SHALL BE POURED MONOLITHICALLY WITH MAIN LINE, MANHOLE OR TRANSITION STRUCTURE.
5. FLOOR OF STRUCTURE SHALL BE STEEL-TROWELED TO THE SPRING LINE.
6. WHEN CONNECTING TO EXISTING R.C.B., BREAKOUT LIMITS AND DETAILS SHALL BE SHOWN ON THE PROJECT PLANS.
7. EMBEDMENT, P, SHALL BE 5" FOR B = 96" OR LESS 8" FOR B OVER 96".
8. IF ELEVATION R AND ELEVATION S ARE NOT SHOWN ON THE PROJECT PLANS THEN THE INLET OPENING SHALL FALL 6" BELOW THE SOFFIT OF THE MAIN LINE WITH INLET PIPE LAID ON A STRAIGHT GRADE FROM MAIN LINE TO CATCH BASIN OR TO GRADE BREAK IN INLET LINE. ELEVATION S SHALL BE SHOWN ON THE PROJECT PLANS IF THE INLET OPENING FALLS MORE THAN 6" BELOW THE SOFFIT OF THE MAIN LINE WITH THE INLET PIPE LAID ON A STRAIGHT GRADE AS STATED ABOVE. ELEVATION R SHALL BE SHOWN ON THE PROJECT PLANS ONLY WHEN A STUB IS TO BE PROVIDED FOR A FUTURE CONNECTION.
9. LATERALS OR CONNECTOR PIPES 24" OR LESS IN DIAMETER SHALL BE NO MORE THAN 5' ABOVE THE INVERT. LATERALS OR CONNECTOR PIPES 27" OR LARGER IN DIAMETER SHALL BE NO MORE THAN 18" ABOVE THE INVERT, WITH THE EXCEPTION THAT CATCH BASIN CONNECTOR PIPES LESS THAN 50' IN LENGTH SHALL NOT BE MORE THAN 5' ABOVE THE INVERT.
10. THE NEED FOR AN EDGE BEAM AND OR ADDITIONAL REINFORCEMENT SHALL BE INVESTIGATED BY THE ENGINEER FOR ANY ONE OF THE FOLLOWING CONDITIONS:
 - A. ANGLE A IS LESS THAN 30°.
 - B. TOP OF INLET PIPE IS LESS THAN 6" BELOW THE SOFFIT.
 - C. FLOW LINE OF INLET PIPE IS LESS THAN 7" ABOVE THE FLOOR OF THE R.C.B. AT THE INSIDE FACE.



CITY OF

JUNCTION STRUCTURE No. 4

STANDARD PLAN
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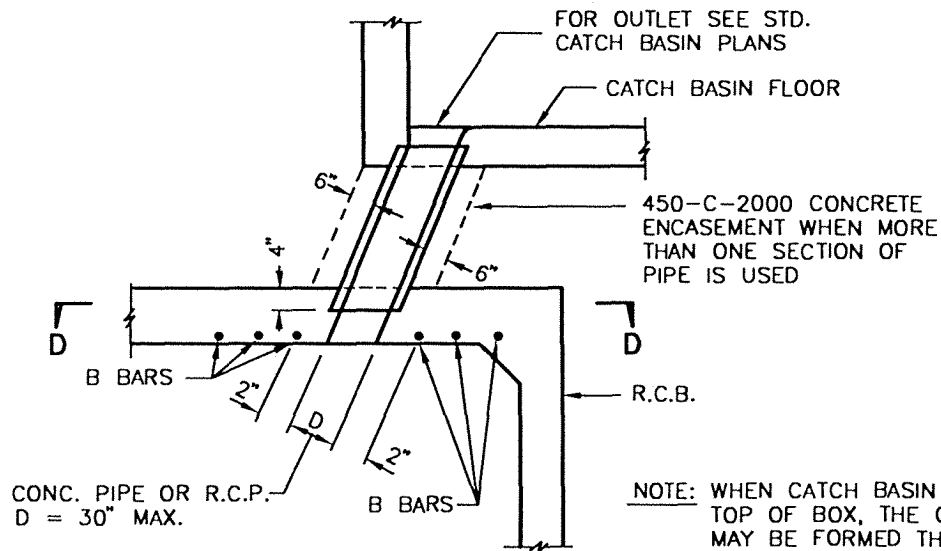
PLATE 524

SHEET 2 OF 2

REV.	APPR. BY	DATE
Δ	5-1-95	

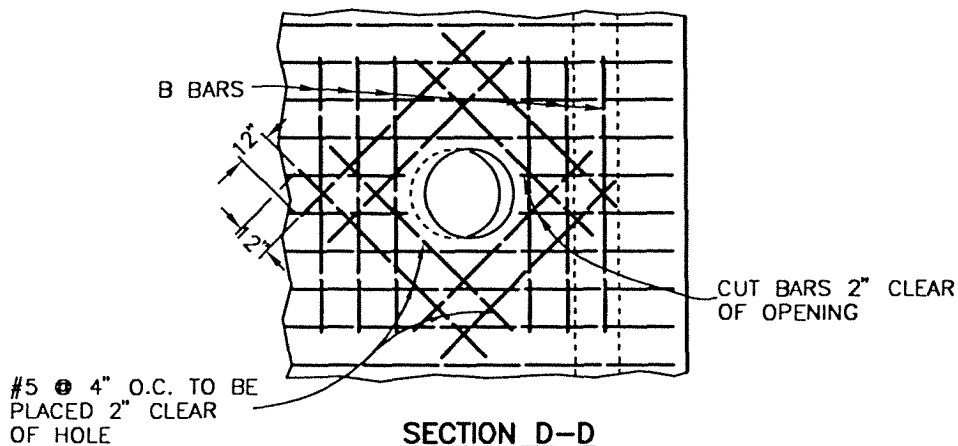


B BARS - #6 @ 4" O.C., LENGTH = D + 36"
 PLACED UNDER CUT BARS AND
 ON TOP OF UNCUT BARS. OMIT
 BARS THAT FALL OVER SIDEWALLS.



CASE 3
TOP SLAB ENTRANCE

NOTE: WHEN CATCH BASIN FALLS ON
 TOP OF BOX, THE OPENING
 MAY BE FORMED THROUGH
 FLOOR OF CATCH BASIN AND
 TOP SLAB OF BOX.



NOTES:

1. USE JUNCTION STRUCTURE PER STD. 524 INSTEAD OF THIS JUNCTION STRUCTURE UNDER ANY ONE OF THE FOLLOWING CONDITIONS:
 - A. DIAMETER OF THE INLET PIPE EXCEEDS 30".
 - B. TOP OF PIPE IS LESS THAN 12" BELOW SOFFIT OF BOX.
 - C. FLOW LINE OF PIPE IS LESS THAN 13" ABOVE FLOOR OF THE BOX AT INSIDE FACE.
 - D. ANGLE A IS LESS THAN 45°.
2. ALL CORRUGATED METAL PIPE AND FITTINGS SHALL BE GALVANIZED.
3. ELEVATION S SHALL BE SPECIFIED ON PROJECT PLANS ONLY WHERE TOP OF PIPE IS MORE THAN 12" BELOW SOFFIT OF BOX.
4. LATERALS OR CONNECTOR PIPES 24" OR LESS IN DIAMETER SHALL BE NOT MORE THAN 5' ABOVE THE INVERT. LATERALS OR CONNECTOR PIPES 27" OR LARGER IN DIAMETER SHALL BE NOT MORE THAN 18" ABOVE THE INVERT, WITH THE EXCEPTION THAT CATCH BASIN CONNECTOR PIPES LESS THAN 50' IN LENGTH SHALL BE NOT MORE THAN 5' ABOVE THE INVERT.



CITY OF

JUNCTION STRUCTURE No. 5

DRAWN: STAFF CKD.: STAFF

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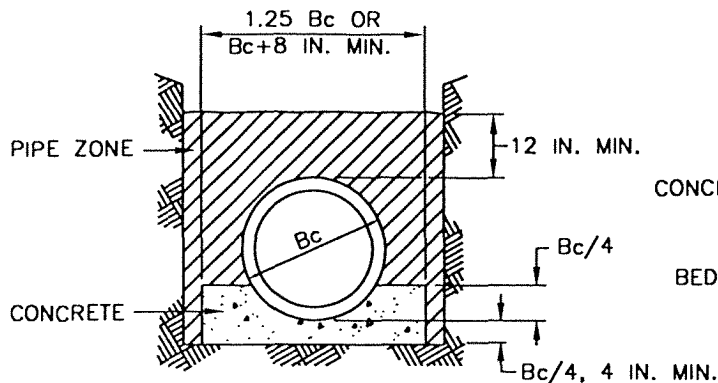
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STANDARD PLAN
 2002

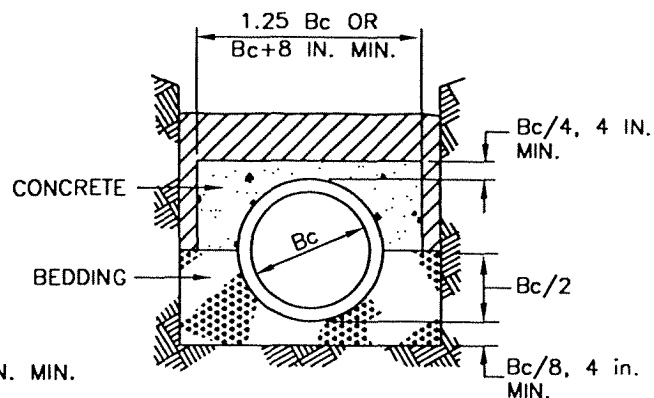
PLATE 525

SHEET 2 OF 2



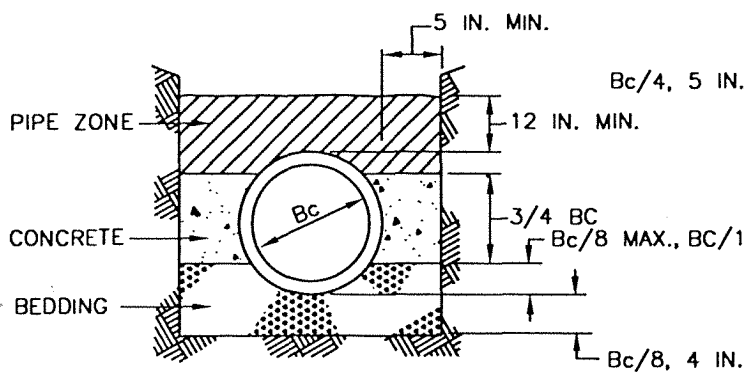
LOAD FACTORS: 2.2 NATIVE BACKFILL MATERIAL LIGHTLY TAMPED
2.8 ASTM D448=67 CRUSHED STONE
3.4 REINFORCED CONCRETE, P=0.4%

FIG. 1 CLASS A-I



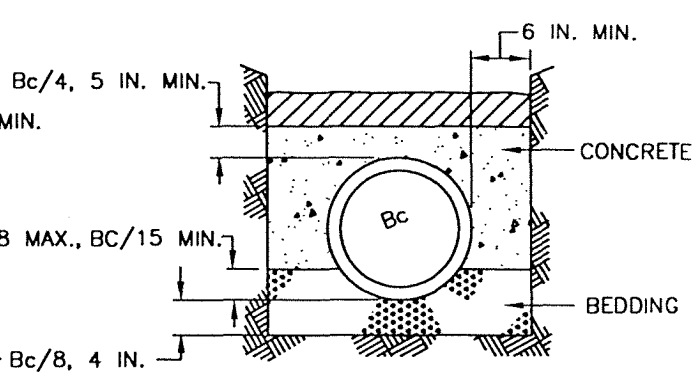
LOAD FACTORS: 2.8 PLAIN CONCRETE
3.4 REINFORCED CONCRETE, P=0.4%

FIG. 2 CLASS A-II



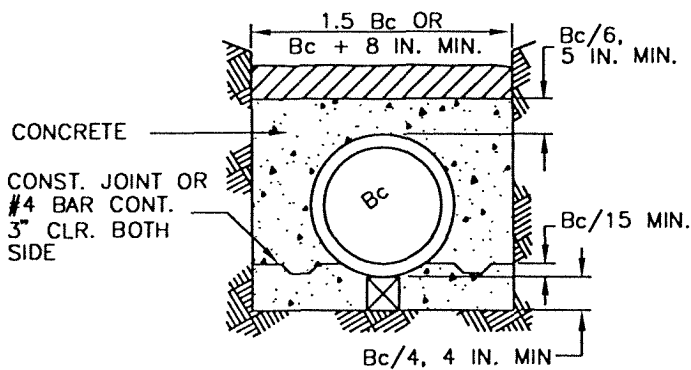
LOAD FACTORS 2.7

FIG. 3 CLASS A-III



LOAD FACTORS 3.2

FIG. 4 CLASS A-IV



LOAD FACTORS 4.5

FIG. 5 CLASS A-V

LOAD FACTOR: 2.2, 2.7, 2.8, 3.4 & 4.5
CLASS A: CONCRETE CRADLE, ARCH & ENCASMENT

BEDDING: 560 C 3000 CONCRETE

AFTER INITIAL SET OF THE CONCRETE, BACKFILL MATERIAL SHOULD BE PLACED TO ONE FOOT OVER THE CONDUIT. THE BACKFILL ABOVE THIS POINT SHOULD NOT BE PLACED NOR SHEETING REMOVED UNTIL AT LEAST 48 HOURS AFTER PLACEMENT OF THE BEDDING OR ENCASMENT. SUCH BACKFILL MAY BE PLACED AND SHEETING PULLED AFTER 24 HOURS IF THE EARLY STRENGTH OF THE CONCRETE IS INCREASED IN ACCORDANCE WITH THE ENGINEER'S APPROVAL.



CITY OF

LOAD FACTOR-CLASS A

DRAWN: STAFF CKD.: STAFF

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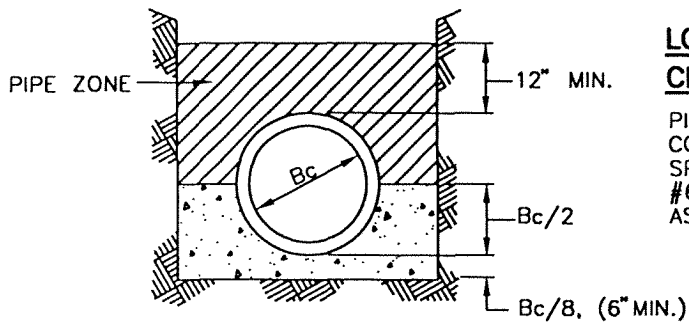
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STANDARD PLAN
2002

PLATE 528

SHEET 1 OF 2



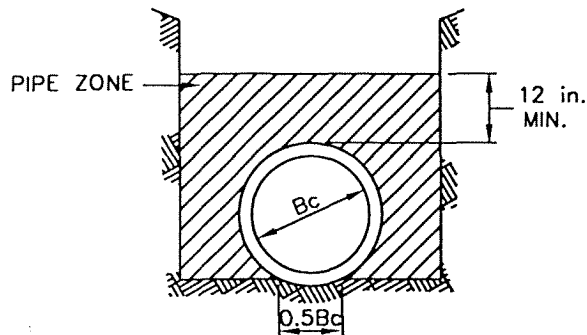
LOAD FACTOR 1.9

FIG. 6 CLASS B

LOAD FACTOR: 1.9

CLASS B FIGURE 6:

PIPE IS BEDDED IN ANGULAR BEDDING MATERIAL, CONFORMING TO ASTM D448 "STANDARD SPECIFICATION FOR COARSE AGGREGATE" SIZE #67 OR OTHER SUITABLE MATERIALS AND METHODS, AS APPROVED BY THE ENGINEER.



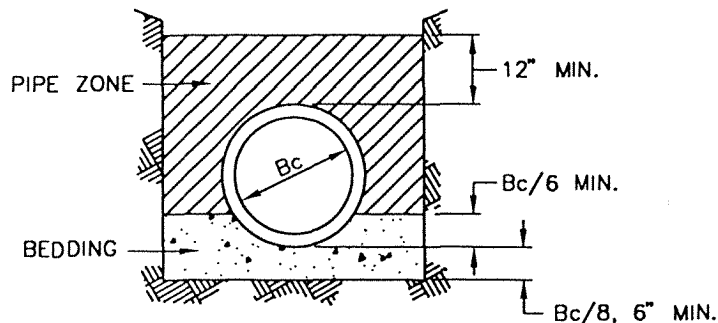
LOAD FACTOR 1.5
SHAPED BOTTOM

FIG. 7 CLASS C

LOAD FACTOR: 1.5

CLASS C FIGURE 7 OR 8:

PIPE IS BEDDED IN GRANULAR MATERIAL PLACED ON A FLAT TRENCH BOTTOM OR ON A SUITABLE UNDISTURBED NATIVE MATERIAL WHICH HAS BEEN HAND SHAPED TO FIT THE PIPE BARREL FOR A WIDTH OF ONE-HALF THE OUTSIDE DIAMETER OF THE PIPE. BEDDING MATERIAL MAY BE CRUSHED STONE, ROUNDED GRAVEL, SHELLS, PEA GRAVEL, SAND OR OTHER LOCALLY AVAILABLE AND COMMONLY USED NON-COHESIVE MATERIALS.



LOAD FACTOR 1.5

FIG. 8 CLASS C

NOTES:

1. ALWAYS PROVIDE UNIFORM AND CONTINUOUS SUPPORT OF PIPE BARREL FOR ALL CLASSES OF BEDDING.
2. BEDDING MATERIALS SHALL MEET SSPWC (GREEN BOOK) SPECIFICATIONS.
3. LOAD FACTOR 1.1 CLASS D IS NOT ALLOWED.



CITY OF

LOAD FACTORS—CLASS B, C & D

STANDARD PLAN
2002

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PLATE 528

SHEET 2 OF 2

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE

PIPE I.D.	MAX. TRENCH WIDTH	RC STORM DRAIN ASTM C-76 & BEDDING FACTOR										
		CL. II = 1000D		CL. III = 1350D			CL. IV = 2000D			CL. V = 3000D		
		1.9	3.0	1.5	1.9	3.0	1.5	1.9	3.0	1.5	1.9	3.0
18"	34"	9	30+	NL	20	30+	14	30+	30+	30+	30+	30+
	40"	6	16	NL	12	30+	8	30	30+	18	30+	30+
	46"	5	10	NL	8	18	6	16	30+	12	30+	30+
	52"	5	9	NL	7	14	6	12	30	10	26	30+
	58"	5	9	NL	7	12	6	12	20	10	18	30+
	64"	5	9	NL	7	12	6	12	18	10	18	30+
	70"+	5	9	NL	7	12	6	12	18	10	18	28
24"	41"	9	30	NL	18	30+	14	30+	30+	30+	30+	30+
	47"	7	16	NL	12	30+	9	30	30+	20	30+	30+
	53"	5	12	NL	9	20	7	18	30+	14	30+	30+
	59"	5	10	NL	7	16	6	14	30+	12	30+	30+
	65"	5	9	NL	7	12	6	12	26	10	22	30+
	71"	5	9	NL	7	12	6	12	20	10	18	30+
	77"	5	9	NL	7	12	6	12	18	10	18	30+
30"	83"+	5	9	NL	7	12	6	12	18	10	18	28
	49"	9	24	6	18	30+	*12	30+	30+	30+	30+	30+
	55"	7	16	NL	12	30+	*9	28	30+	20	30+	30+
	61"	6	14	NL	10	22	*8	20	30+	16	30+	30+
	67"	5	10	NL	8	18	*7	16	30+	12	30+	30+
	73"	5	9	NL	7	14	*6	14	28	10	26	30+
	79"	5	9	NL	7	12	*6	12	22	10	20	30+
36"	85"	5	9	NL	7	12	*6	12	20	10	18	30+
	91"	5	9	NL	7	12	*6	12	18	10	18	30+
	97"+	5	9	NL	7	12	*6	12	18	10	18	28
	56"	9	22	6	16	30+	*12	30+	30+	28	30+	30+
	62"	8	16	4	12	30	*10	26	30+	20	30+	30+
	68"	6	14	4	10	22	*8	20	30+	16	30+	30+
	74"	6	12	4	9	18	*7	16	30+	14	30+	30+
42"	80"	6	10	4	8	16	*7	14	30	12	28	30+
	86"	6	9	4	8	14	*7	12	26	10	24	30+
	92"	6	9	4	8	12	*7	12	22	10	20	30+
	98"	6	9	4	8	12	*7	12	20	10	18	30+
	104"	6	9	4	8	12	*7	12	18	10	18	30+
	110"+	6	9	4	8	12	*7	12	18	10	18	28
	63"	9	22	6	16	30+	*12	30+	30+	26	30+	30+
48"	69"	8	16	5	14	30	*10	26	30+	20	30+	30+
	81"	6	12	4	10	20	*8	18	30+	14	30+	30+
	87"	6	10	4	9	16	*7	16	30+	12	30	30+
	99"	6	9	4	8	14	*7	12	24	10	22	30+
	105"	6	9	4	8	12	*7	12	20	10	20	30+
	123"+	6	9	4	8	12	*7	12	18	10	18	28
	71"	9	20	6	16	30+	*12	30+	30+	24	30+	30+
54"	77"	8	16	5	14	28	*10	26	30+	20	30+	30+
	83"	7	14	5	12	24	*9	20	30+	16	30+	30+
	89"	6	12	5	10	20	*8	18	30+	14	30+	30+
	101"	6	10	5	9	16	*7	14	28	12	26	30+
	107"	6	10	5	9	14	*7	12	26	10	24	30+
	119"	6	10	5	9	12	*7	12	20	10	18	30+
	137"+	6	10	5	9	12	*7	12	18	10	18	28
54"	78"	9	20	6	16	30+	*12	30	30+	24	30+	30+
	84"	8	16	5	14	28	*10	24	30+	20	30+	30+
	96"	7	14	5	10	20	*8	18	30+	16	30+	30+
	102"	7	12	5	10	18	*8	16	30+	14	30	30+
	108"	7	10	5	9	16	*8	14	30	12	28	30+
	114"	7	10	5	9	14	*8	14	26	12	24	30+
	126"	7	10	5	9	12	*8	12	22	10	20	30+
54"	132"	7	10	5	9	12	*8	12	20	10	18	30+
	150"+	7	10	5	9	12	*8	12	18	10	18	28
MIN. COVER		3	2	3	2	2	3	2	1	2	1	1

- NOTES: 1. Numbers preceded by an asterisk (*) indicate minimum cover may be reduced 1 ft.
2. Numbers in tables indicate maximum allowable cover on pipe in feet. Standard highway loading is included.
3. NL = No load allowed on pipe in this category.

	CITY OF		REINFORCED CONCRETE PIPE CHART		STANDARD PLAN 2002
	DRAWN: STAFF		CKD.: STAFF/ <i>LB</i>		PLATE 529 SHEET 1 OF 2
	Department of Public Works		APPR. <i>Granville M. Bowman</i> Granville M. Bowman		

PIPE I.D.	MAX. TRENCH WIDTH	RC STORM DRAIN ASTM C-76 & BEDDING FACTOR										
		CL. II = 1000D		CL. III = 1350D			CL. IV = 2000D			CL. V = 3000D		
		1.9	3.0	1.5	1.9	3.0	1.5	1.9	3.0	1.5	1.9	3.0
60"	85"	9	20	6	16	30+	*12	28	*30+	22	*30+	*30+
	91"	8	16	5	14	26	*10	24	*30+	20	*30+	*30+
	97"	8	14	5	12	24	*9	22	*30+	18	*30+	*30+
	103"	7	14	5	10	20	*9	18	*30+	16	*30+	*30+
	109"	7	12	5	10	18	*8	16	*30+	14	*30	*30+
	121"	7	10	5	9	16	*8	14	*28	12	*26	*30+
	127"	7	10	5	9	14	*8	14	*24	12	*22	*30+
	133"	7	10	5	9	14	*8	12	*22	12	*22	*30+
	145"	7	10	5	9	12	*8	12	*20	12	*18	*30+
	163"+	7	10	5	9	12	*8	12	*18	12	*18	*28
66"	93"	9	18	6	14	30	*12	28	*30+	22	*30+	*30+
	99"	8	16	5	14	26	*10	24	*30+	20	*30+	*30+
	105"	8	14	5	12	24	*10	22	*30+	18	*30+	*30+
	111"	7	14	5	12	20	*9	18	*30+	16	*30+	*30+
	123"	7	12	5	9	18	*8	16	*30	14	*28	*30+
	129"	7	10	5	9	16	*8	14	*28	12	*26	*30+
	135"	7	10	5	9	14	*8	14	*26	12	*24	*30+
	147"	7	10	5	9	14	*8	12	*22	12	*20	*30+
	159"	7	10	5	9	14	*8	12	*20	12	*18	*30+
	177"+	7	10	5	9	14	*8	12	*18	12	*18	*28
72"	100"	9	18	6	14	30	*12	26	*30+	22	*30+	*30+
	106"	9	16	5	14	26	*10	24	*30+	18	*30+	*30+
	112"	8	16	5	12	24	*10	22	*30+	18	*30+	*30+
	118"	7	14	5	12	20	*9	20	*30+	16	*30+	*30+
	124"	7	12	5	10	20	*8	18	*30+	14	*30	*30+
	136"	7	12	5	10	16	*8	16	*28	12	*26	*30+
	148"	7	10	5	10	14	*8	14	*24	12	*22	*30+
	160"	7	10	5	10	14	*8	14	*22	12	*20	*30+
	178"	7	10	5	10	14	*8	14	*18	12	*18	*30
	190"	7	10	5	10	14	*8	14	*18	12	*18	*28
78"	107"	9	18	6	14	*28	*12	26	*30+	NA	NA	NA
	113"	9	16	6	14	*26	*10	24	*30+	NA	NA	NA
	125"	7	14	5	12	*22	*9	20	*30+	NA	NA	NA
	131"	7	14	5	10	*20	*9	18	*30+	NA	NA	NA
	137"	7	12	5	10	*18	*8	16	*30	NA	NA	NA
	143"	7	12	5	10	*16	*8	16	*28	NA	NA	NA
	155"	7	12	5	10	*14	*8	14	*26	NA	NA	NA
	161"	7	12	5	10	*14	*8	14	*24	NA	NA	NA
	173"	7	12	5	10	*14	*8	14	*20	NA	NA	NA
	185"	7	12	5	10	*14	*8	14	*18	NA	NA	NA
84"	114"	9	18	6	14	*28	*12	*26	*30+	NA	NA	NA
	120"	9	16	6	14	*26	*10	*22	*30+	NA	NA	NA
	126"	8	16	5	12	*22	*10	*20	*30+	NA	NA	NA
	138"	7	14	5	10	*20	*9	*18	*30+	NA	NA	NA
	144"	7	12	5	10	*18	*9	*16	*30	NA	NA	NA
	156"	7	12	5	10	*16	*9	*14	*28	NA	NA	NA
	162"	7	12	5	10	*16	*9	*14	*26	NA	NA	NA
	168"	7	12	5	10	*14	*9	*14	*24	NA	NA	NA
	180"	7	12	5	10	*14	*9	*14	*22	NA	NA	NA
	186"+	7	12	5	10	*14	*9	*14	*20	NA	NA	NA
90"	122"	9	18	6	14	*28	NA	NA	NA	NA	NA	NA
	128"	9	16	6	14	*24	NA	NA	NA	NA	NA	NA
	146"	7	14	5	12	*20	NA	NA	NA	NA	NA	NA
	158"	7	12	5	10	18	NA	NA	NA	NA	NA	NA
	170"	7	12	5	10	16	NA	NA	NA	NA	NA	NA
	176"	7	12	5	10	14	NA	NA	NA	NA	NA	NA
MIN. COVER		3	2	3	2	2	3	2	1	2	1	1

- NOTES: 1. Numbers preceded by an asterisk (*) indicate minium cover may be reduced 1 ft.
2. Numbers in tables indicate maximum allowable cover on pipe in feet. Standard highway loading is included.
3. NA = Pipe size not available in this class.

	CITY OF		REINFORCED CONCRETE PIPE CHART		STANDARD PLAN 2002
	DRAWN: STAFF		CKD.: STAFF <i>LB</i>		PLATE 529
Department of Public Works			APPR. <i>Granville M. Bowman</i> Granville M. Bowman		SHEET 2 OF 2

REQUIRED "D" LOAD FOR R.C.P. & BEDDING FACTOR = 1.5

PIPE SIZE (INCH)	DEPTH OF COVER IN FEET												PIPE SIZE (INCH)
	0.5	1.0	1.5	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	
15	CONC. ENC.	3,000	2,500	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	15
18	4,000												18
21	3,500												21
24													24
27				1,750	1,750	1,750	1,750	1,750					27
30													30
33					1,500	1,500	1,500	1,500					33
36													36
39	3,250	2,750	2,250	1,500	1,350	1,350	1,350	1,350					39
42													42
45													45
48													48
51	3,000	2,500	2,000										51
54													54
57													57
60													60
63	2,750	2,250	1,750										63
66													66
69													69
72													72
75													75
78	2,500	2,000	1,500										78
81													81
84													84
87													87
90													90
93													93
96													96

NOTES:

1. LIVE LOAD = 1 H-20, S-16, TRUCK. EARTH LOAD = 110 P.C.F. (MARSTON'S FORMULA). SAFTY FACTOR = 1.25 MIN.
2. THIS IS TO BE USED FOR AVERAGE SOIL CONDITIONS. INCREASE WHERE SOIL ANAYLSIS INDICATES GREATER EARTH LOADS. WHERE SOILS HAVING LOW COHESIVE VALUES EXIST, USE D-LOADS CALCULATED FOR PROJECTION CONDITION.
3. SEE PLATE 529 FOR PIPE CLASS.



CITY OF

"D" LOAD TABLE FOR DESIGN OF R.C.P.

STANDARD PLAN
2002

PLATE 530

DRAWN: STAFF

CKD.: STAFF *LB*

Department of Public Works

APPR.

Granville M. Bowman
Granville M. Bowman

SHEET 1 OF 3

REQUIRED "D" LOAD FOR R.C.P. & BEDDING FACTOR = 1.9

PIPE SIZE (INCH)	DEPTH OF COVER IN FEET												PIPE SIZE (INCH)
	0.5	1.0	1.5	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	
15	CONC. ENC.	2,500	2,000	1,500	1,350	1,350	1,350	1,350	1,500	1,500	1,500	1,500	15
18	3,000	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	18
21	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	21
24	2,750	2,250	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	24
27	↓	↓	↓	↓	↓	1,200	1,200	1,200	↓	↓	↓	↓	27
30	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	30
33	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	33
36	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	36
39	2,500	2,000	1,750	↓	1,100	1,100	1,100	1,100	↓	↓	↓	↓	39
42	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	42
45	2,250	1,750	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	45
48	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	48
51	2,000	1,500	1,500	1,350	↓	↓	↓	↓	↓	↓	↓	↓	51
54	↓	↓	1,400	↓	↓	↓	↓	↓	↓	↓	↓	↓	54
57	1,750	1,400	1,350	↓	↓	↓	↓	↓	↓	↓	↓	↓	57
60	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	60
63	1,500	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	63
66	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	66
69	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	69
72	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	72
75	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	75
78	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	78
81	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	81
84	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	84
87	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	87
90	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	90
93	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	93
96	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	96

NOTES:

1. LIVE LOAD = 1 H-20, S-16, TRUCK. EARTH LOAD = 110 P.C.F. (MARSTON'S FORMULA). SAFTY FACTOR = 1.25 MIN.
2. THIS IS TO BE USED FOR AVERAGE SOIL CONDITIONS. INCREASE WHERE SOIL ANALYSIS INDICATES GREATER EARTH LOADS. WHERE SOILS HAVING LOW COHESIVE VALUES EXIST, USE D-LOADS CALCULATED FOR PROJECTION CONDITION.
3. SEE PLATE 529 FOR PIPE CLASS.



CITY OF

"D" LOAD TABLE FOR DESIGN OF R.C.P.

DRAWN: STAFF

CKD.: STAFF *LB*

Department of Public Works

APPR.

Granville M. Bowman
Granville M. Bowman

STANDARD PLAN
2002

PLATE 530

SHEET 2 OF 3

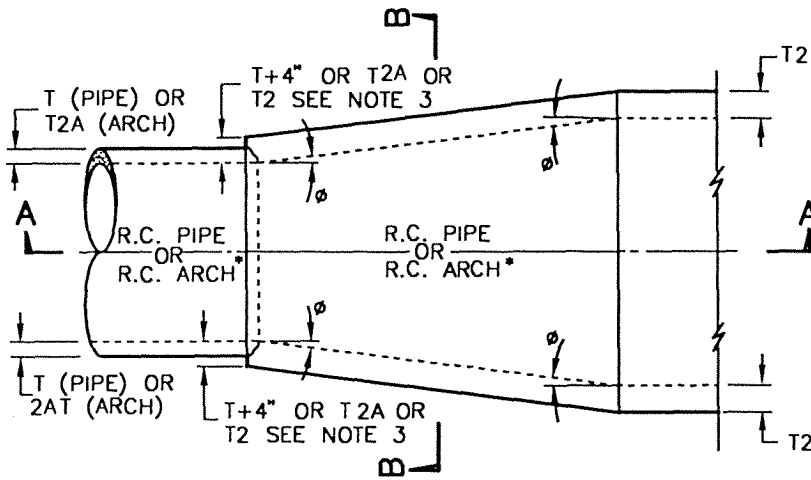
REQUIRED "D" LOAD FOR R.C.P. & BEDDING FACTOR = 3.0

PIPE SIZE (INCH)	DEPTH OF COVER IN FEET												PIPE SIZE (INCH)
	0.5	1.0	1.5	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	
15	2,500	2,000	1,500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	15
18													18
21													21
24													24
27		1,750	1,350										27
30													30
33													33
36													36
39			1,200										39
42													42
45													45
48													48
51	2,000	1,500	1,000										51
54													54
57													57
60													60
63													63
66													66
69													69
72													72
75													75
78													78
81													81
84													84
87													87
90													90
93													93
96													96

NOTES:

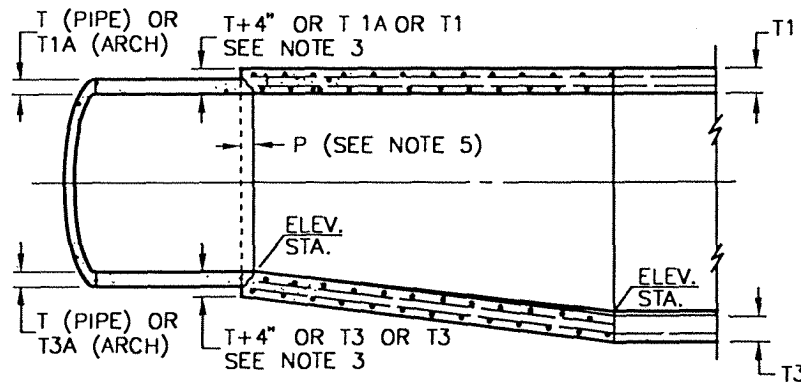
1. LIVE LOAD = 1 H-20, S-16, TRUCK. EARTH LOAD = 110 P.C.F. (MARSTON'S FORMULA). SAFTY FACTOR = 1.25 MIN.
2. THIS IS TO BE USED FOR AVERAGE SOIL CONDITIONS. INCREASE WHERE SOIL ANAYLYSIS INDICATES GREATER EARTH LOADS. WHERE SOILS HAVING LOW COHESIVE VALUES EXIST, USE D-LOADS CALCULATED FOR PROJECTION CONDITION.
3. SEE PLATE 529 FOR PIPE CLASS.

	CITY OF		"D" LOAD TABLE FOR DESIGN OF R.C.P.		STANDARD PLAN 2002
	DRAWN: STAFF		CKD.: STAFF <i>LB</i>		PLATE 530
Department of Public Works			APPR. <i>Granville M. Bowmon</i> Granville M. Bowmon		SHEET 3 OF 3

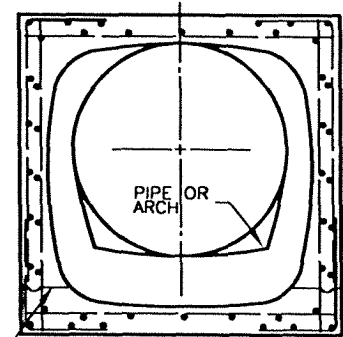


PLAN

* ARCH MAY HAVE A HORSESHOE-SHAPED, CIRCULAR, ELLIPTICAL OR SIMILAR CROSS-SECTION.



SECTION A-A



OPTIONAL CONSTRUCTION JOINT:
BOX OR ARCH TO PIPE - USE
CONSTRUCTION JOINT OF BOX
OR ARCH.
BOX TO ARCH-USE CONSTRUCTION
JOINT OF BOX.

SECTION B-B

NOTES:

1. THE HORIZONTAL ANGLE OF DIVERGENCE OR CONVERGENCE, ϕ , SHALL NOT TO EXCEED 5 DEGREES 45 MINUTES.
2. REINFORCING STEEL BAR SIZES, SPACING, PATTERN AND COVER OVER THE STEEL SHALL BE AS FOLLOWS:
BOX TO PIPE AND BOX TO ARCH-THAT OF BOX SECTION.
ARCH TO PIPE-THAT OF ARCH SECTION.
ARCH TO ARCH-THAT OF ARCH SECTION HAVING THE THICKER WALLS.
THE BAR LENGTHS SHALL VARY UNIFORMLY THROUGHOUT THE TRANSITION.
3. THE CONCRETE THICKNESS SHALL BE AS FOLLOWS:
BOX TO PIPE AND ARCH TO PIPE-THAT OF ARCH OR BOX SECTION UNLESS THE WALL THICKNESS OF THE PIPE PLUS 4 INCHES IS GREATER, IN WHICH CASE THE CONCRETE THICKNESS SHALL VARY UNIFORMLY FROM THAT OF THE ARCH OR BOX SECTION TO THAT OF THE PIPE WALL PLUS 4 INCHES.
BOX TO ARCH AND ARCH TO ARCH-THAT OF THE ADJOINING BOX OR ARCH SECTION AT EACH END OF THE TRANSITION AND SHALL VARY UNIFORMLY BETWEEN THE TWO ENDS.
4. THE INTERIOR SURFACE SHALL BE SMOOTH AND VARY UNIFORMLY BETWEEN THE TWO ADJOINING SECTIONS.
5. AT PIPE JUNCTURE, EMBEDMENT P SHALL BE 5 INCHES FOR PIPE SIZES OF 96 INCHES OR LESS, AND 8 INCHES FOR PIPE SIZES OVER 96 INCHES.
6. $f'c=4000$ PSI AT 28 DAYS .
7. KEYED CONSTRUCTION JOINTS OF THE SAME DIMENSIONS AS THOSE OF THE BOX OR ARCH SECTION MAY BE CARRIED THROUGH THE TRANSITION STRUCTURE AT THE CONTRACTOR'S OPTION. SEE SECTION B-B HEREON.
8. THE TRANSITION STRUCTURE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE GENERAL STRUCTURAL NOTES APPLYING TO BOX OR ARCH STRUCTURES SHOWN ON THE PROJECT DRAWINGS.
9. ALL STEEL, EXCEPT LONGITUDINAL STEEL SHALL BE GRADE 60 BILLET STEEL CONFORMING TO ASTM A 615 AND SHALL TERMINATE $1\frac{1}{2}$ " CLEAR OF CONCRETE SURFACE UNLESS OTHERWISE SHOWN.

CITY OF
Oxnard

TRANSITION STRUCTURE No. 1
PIPE TO BOX
DRAWN: STAFF CKD.: STAFF
Department of Public Works

APPR.

Granville M. Bowman

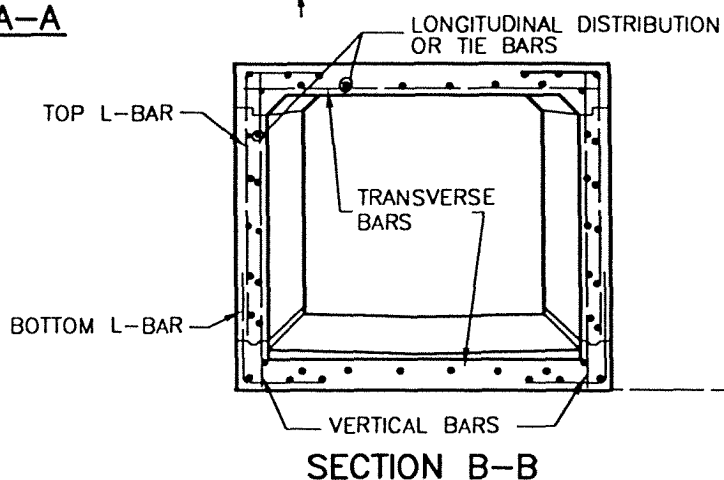
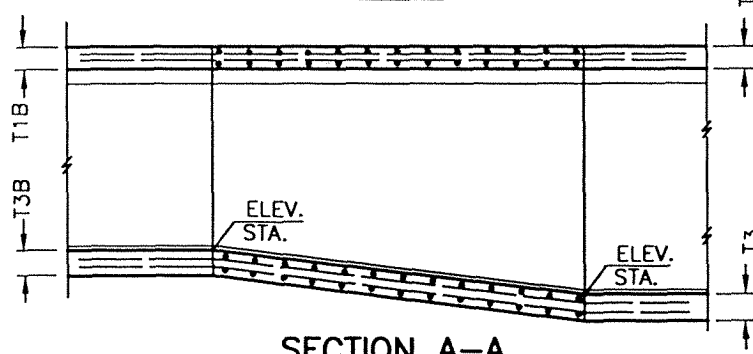
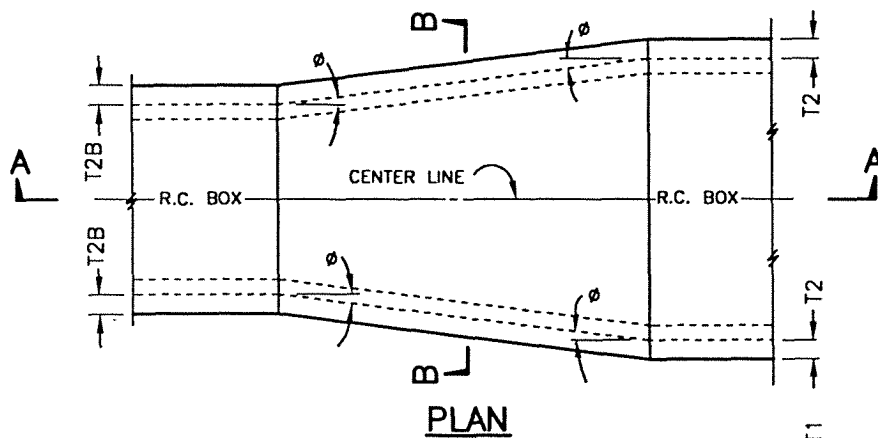
STANDARD PLAN
2002

PLATE 531

SHEET 1 OF 1

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE

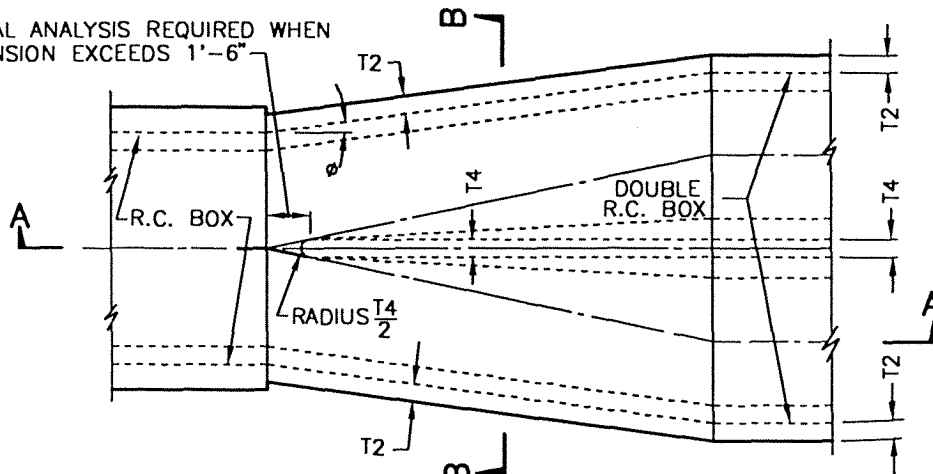


NOTES:

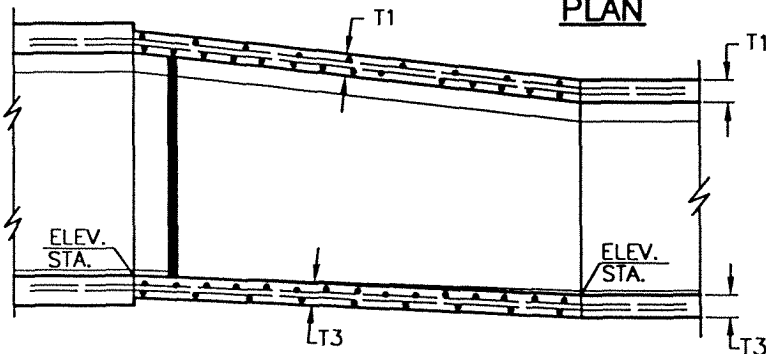
1. THE HORIZONTAL ANGLE OF DIVERGENCE OR CONVERGENCE, ϕ , SHALL NOT EXCEED 5 DEGREES 45 MINUTES.
2. THE REINFORCING STEEL BAR SIZE, SPACING, AND COVER OVER THE STEEL OF STRAIGHT TRANSVERSE BARS IN TOP OR BOTTOM SLABS, OF L-BARS IN TOP OR BOTTOM CORNERS, OF STRAIGHT VERTICAL BARS IN SIDE WALLS AND OF LONGITUDINAL DISTRIBUTION AND TIE BARS IN TOP OR BOTTOM SLABS OR SIDE WALLS SHALL BE THOSE OF WHICHEVER ADJOINING BOX SECTION PROVIDES THE GREATER STEEL AREA FOR EACH TYPE OF BAR. THE BAR LENGTHS SHALL VARY UNIFORMLY THROUGHOUT THE TRANSITION.
3. THE THICKNESS OF THE WALLS AND SLABS SHALL BE THOSE OF THE ADJOINING BOX SECTION AT EACH END OF THE TRANSITION AND SHALL VARY UNIFORMLY BETWEEN THE TWO ENDS.
4. $f'c=4000$ PSI AT 28 DAYS.
5. THE TRANSITION STRUCTURE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE GENERAL STRUCTURE NOTES APPLYING TO BOX STRUCTURES, SHOWN ON THE PROJECT DRAWINGS.
6. DETAILS OF CONSTRUCTION JOINTS AND KEYWAYS SHALL BE AS SHOWN ON THE PROJECT DRAWINGS FOR SINGLE BARREL BOX STRUCTURES.
7. ALL STEEL, EXCEPT LONGITUDINAL STEEL SHALL BE GRADE 60 BILLET STEEL CONFORMING TO ASTM A 615 AND SHALL TERMINATE $1\frac{1}{2}$ " CLEAR OF CONCRETE SURFACE UNLESS OTHERWISE SHOWN.

	TRANSITION STRUCTURE No. 2 SINGLE BOX TO SINGLE BOX		STANDARD PLAN 2002	
	DRAWN: STAFF	CKD.: STAFF <i>[Signature]</i>	APPR. <i>[Signature]</i> Granville M. Bowman	PLATE 532
	Department of Public Works			SHEET 1 OF 1

STRUCTURAL ANALYSIS REQUIRED WHEN
THIS DIMENSION EXCEEDS 1'-6"

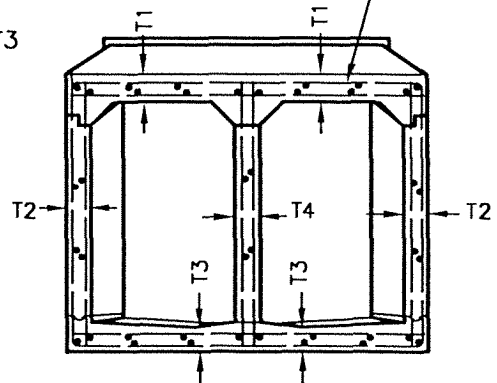


PLAN



SECTION A-A

STEEL PATTERN SHOWN IS PICTORIAL
ONLY. SEE PROJECT DRAWINGS FOR
ACTUAL LAYOUT.



SECTION B-B

NOTES:

1. THE HORIZONTAL ANGLE OF DIVERGENCE OR CONVERGENCE, ϕ , SHALL NOT EXCEED 5 DEGREES 45 MINUTES.
2. REINFORCING STEEL BAR SIZE, SPACING AND OUTSIDE COVER SHALL BE THAT OF DOUBLE BOX SECTION. FOR CURVED TRANSITIONS, SPACE BARS ON CENTER LINE AND PLACE TRANSVERSE RADIALLY. THE BAR LENGTHS AND DIMENSIONS SHALL VARY UNIFORMLY THROUGHOUT TRANSITION. LONGITUDINAL BARS SHALL BE CONTINUED THROUGH THE JOINTS WITH THE TRANSITION STRUCTURE.
3. THE CONCRETE THICKNESS SHALL BE THAT OF THE DOUBLE BOX SECTION.
4. PLAN AS SHOWN IS FOR DOUBLE BOX SECTION DOWNSTREAM. WHEN DOUBLE BOX SECTION IS UPSTREAM, TAPER THE LAST 2 FEET OF CENTER WALL TO END IN $1\frac{1}{2}$ INCH RADIUS.
5. $f'_c = 4000$ AT 28 DAYS .
6. TRANSVERSE JOINT KEYWAYS, AS DETAILED FOR LONGITUDINAL JOINT KEYWAYS AT BASE OF OUTLET WALLS ON THE PROJECT DRAWINGS, SHALL BE PLACED IN BOTH SLABS AND WALLS AT THE END OF EACH POUR.
7. ALL STEEL, EXCEPT LONGITUDINAL STEEL SHALL BE GRADE 60 BILLET STEEL CONFORMING TO ASTM A 615 AND SHALL TERMINATE $1\frac{1}{2}$ " CLEAR OF CONCRETE SURFACE UNLESS OTHERWISE SHOWN.



CITY OF

TRANSITION STRUCTURE No. 3
SINGLE BOX TO DOUBLE BOX

DRAWN: STAFF

CKD.: STAFF

Department of Public Works

APPR.

Granville M. Bowman

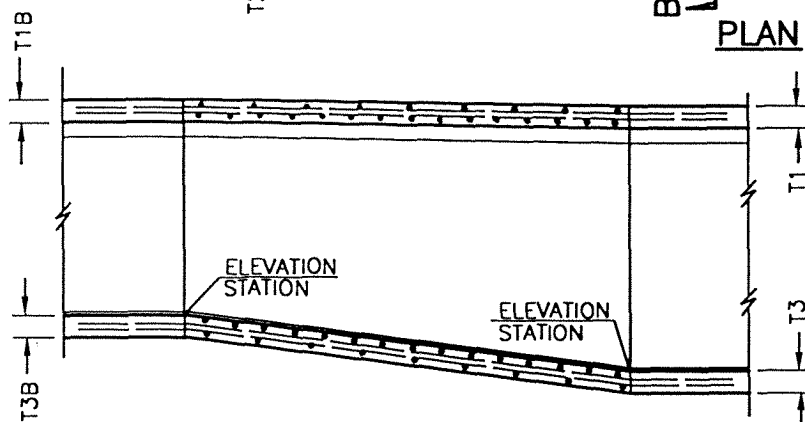
STANDARD PLAN
2002

PLATE 533

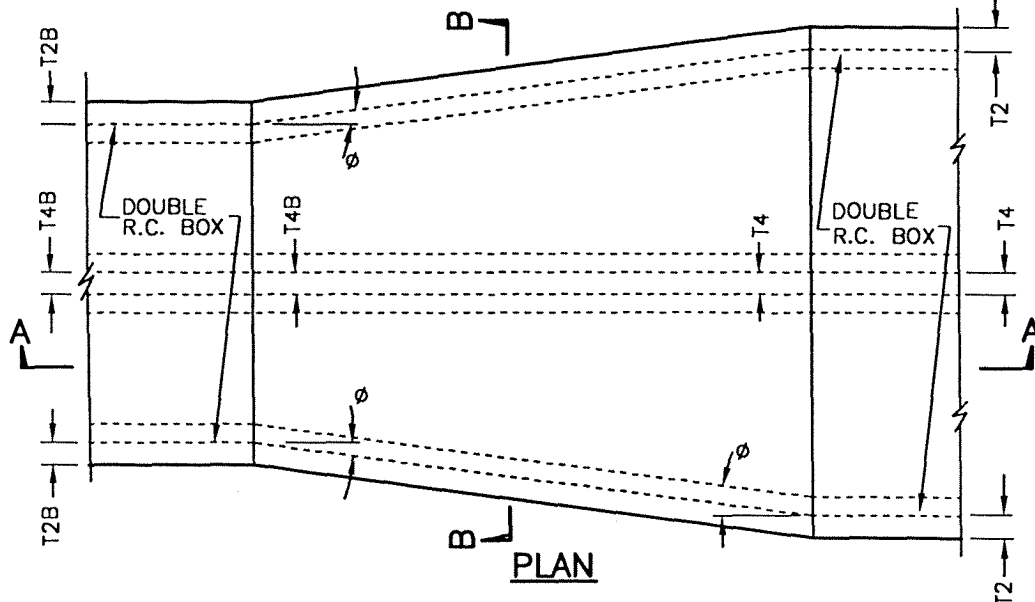
SHEET 1 OF 1

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE

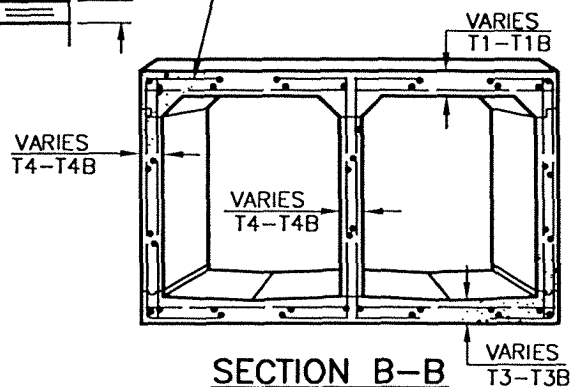


SECTION A-A



PLAN

STEEL PATTERN SHOWN IS PICTORIAL ONLY. SEE PROJECT DRAWINGS FOR ACTUAL LAYOUT.



SECTION B-B

NOTES:

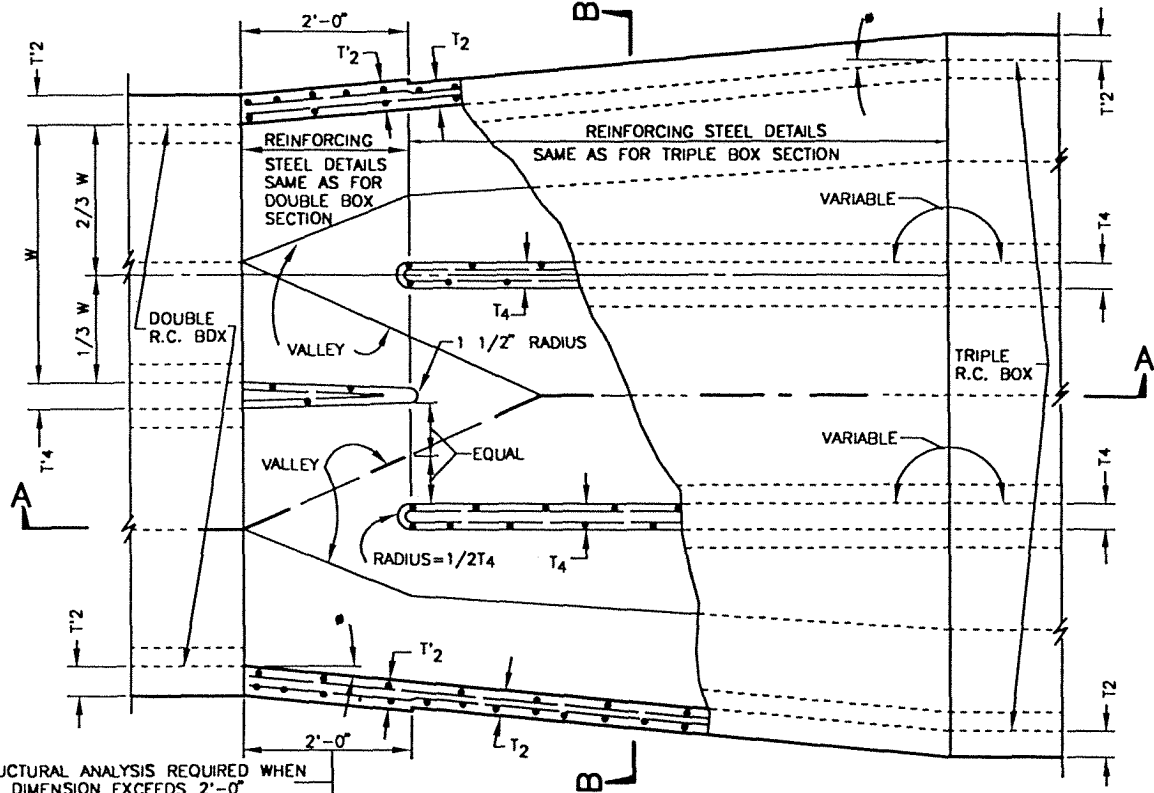
1. HORIZONTAL ANGLE OF DIVERGENCE OR CONVERGENCE, ϕ , SHALL NOT EXCEED 5 DEGREES 45 MINUTES.
2. REINFORCING STEEL BAR SIZE, SPACING, LENGTHS, AND OUTSIDE COVER SHALL BE THAT OF WHICHEVER ADJOINING BOX SECTION PROVIDES THE BOX SECTION PROVIDES THE GREATER STEEL AREA FOR EACH TYPE OF BAR. LONGITUDINAL BARS SHALL BE CONTINUED THROUGH THE JOINTS WITH THE TRANSITION STRUCTURE.
3. THE THICKNESS OF THE WALLS AND SLABS SHALL BE THOSE OF THE ADJOINING BOX SECTION AT EACH END OF THE TRANSITION AND SHALL VARY UNIFORMLY BETWEEN THE TWO ENDS.
4. $f'c = 4000$ PSI AT 28 DAYS .
5. TRANSVERSE JOINT KEYWAYS, AS DETAILED FOR LONGITUDINAL JOINT KEYWAYS AT BASE OF OUTER WALLS ON THE PROJECT DRAWINGS, SHALL BE PLACED IN BOTH SLABS AND WALLS AT THE END OF EACH POUR.
6. THE TRANSITION STRUCTURE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE GENERAL STRUCTURAL NOTES APPLYING TO BOX STRUCTURES SHOWN ON THE PROJECT DRAWINGS.
7. ALL STEEL, EXCEPT LONGITUDINAL STEEL SHALL BE GRADE 60 BILLET STEEL CONFORMING TO ASTM A 615 AND SHALL TERMINATE $1\frac{1}{2}$ " CLEAR OF CONCRETE SURFACE UNLESS OTHERWISE SHOWN.

	CITY OF TRANSITION STRUCTURE No. 4 DOUBLE BOX TO DOUBLE BOX		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STAFF <i>LD</i>	APPR. <i>Granville M. Bowman</i> Granville M. Bowman	PLATE 534 SHEET 1 OF 1

REV.	APPR.	BY	DATE

REV.	APPR.	BY	DATE

STRUCTURAL ANALYSIS REQUIRED WHEN THIS DIMENSION EXCEEDS 2'-0"



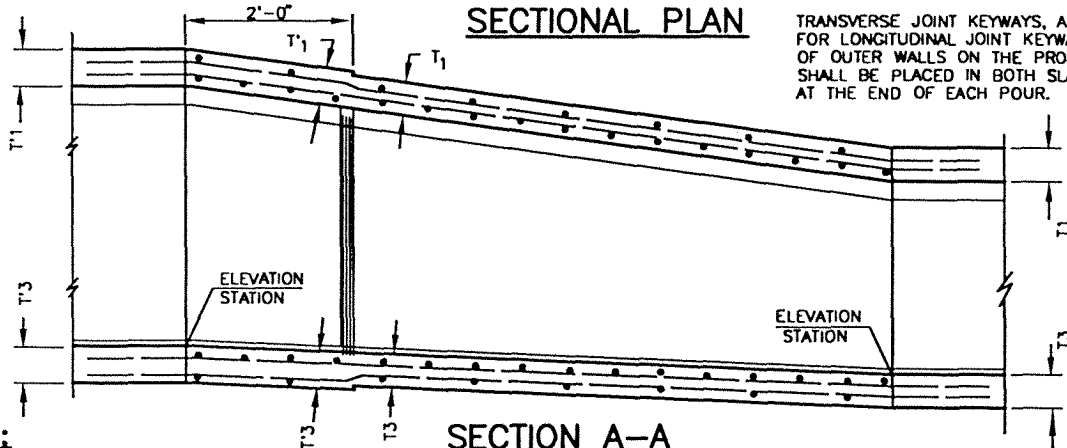
SECTIONAL PLAN

TRANSVERSE JOINT KEYWAYS, AS DETAILED FOR LONGITUDINAL JOINT KEYWAYS AT BASE OF OUTER WALLS ON THE PROJECT DRAWINGS, SHALL BE PLACED IN BOTH SLABS AND WALLS AT THE END OF EACH POUR.

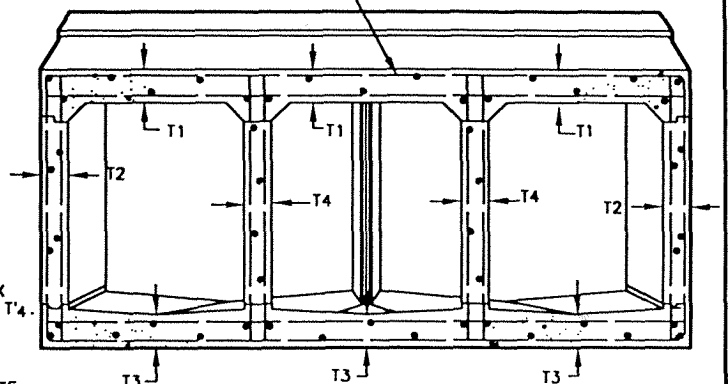
NOTES:

- HORIZONTAL ANGLE OF DIVERGENCE OR CONVERGENCE, θ , SHALL NOT EXCEED 5 DEGREE 45 MINUTES.
- REINFORCING STEEL BAR SIZE, SPACING, AND OUTSIDE COVER SHALL BE THAT OF THE ADJOINING BOX SECTION WITHIN THE LIMITS INDICATED ON THE DRAWING. FOR CURVED TRANSITIONS SPACE BARS ON CENTER LINE, AND PLACE TRANSVERSE STEEL RADIALLY. BARS LENGTHS AND DIMENSIONS SHALL VARY UNIFORMLY THROUGHOUT TRANSITION. LONGITUDINAL BARS SHALL BE CONTINUED THROUGH THE JOINTS WITH THE TRANSITION STRUCTURE.
- CONCRETE THICKNESS SHALL BE THAT OF ADJOINING BOX SECTION WITHIN THE LIMITS INDICATED ON THE DRAWING.
- PLAN AS SHOWN IS FOR TRIPLE BOX SECTION DOWNSTREAM. WHEN TRIPLE BOX SECTION IS UPSTREAM, REVERSE THE RADIUS AT THE ENDS OF DIVISION WALLS AS FOLLOWS:
 - TAPER THE LAST TWO FEET OF TRIPLE BOX DIVISION WALLS TO END IN 1 1/2 INCH RADIUS.
 - THE TWO FOOT EXTENSION OF CENTER WALL OF DOUBLE BOX TO BE OF UNIFORM THICKNESS, T_4 , ENDING IN RADIUS 1/2 T_4 .
- $f'c = 4000$ PSI AT 28 DAYS.
- ALL STEEL, EXCEPT LONGITUDINAL STEEL SHALL BE GRADE 60 BILLET STEEL CONFORMING TO ASTM A615 AND SHALL TERMINATE 1 1/2' CLEAR OF CONCRETE SURFACE UNLESS OTHERWISE SHOWN.

SECTION A-A



STEEL PATTERN SHOWN IS PICTORIAL ONLY. SEE PROJECT DRAWINGS FOR ACTUAL STEEL LAYOUT.

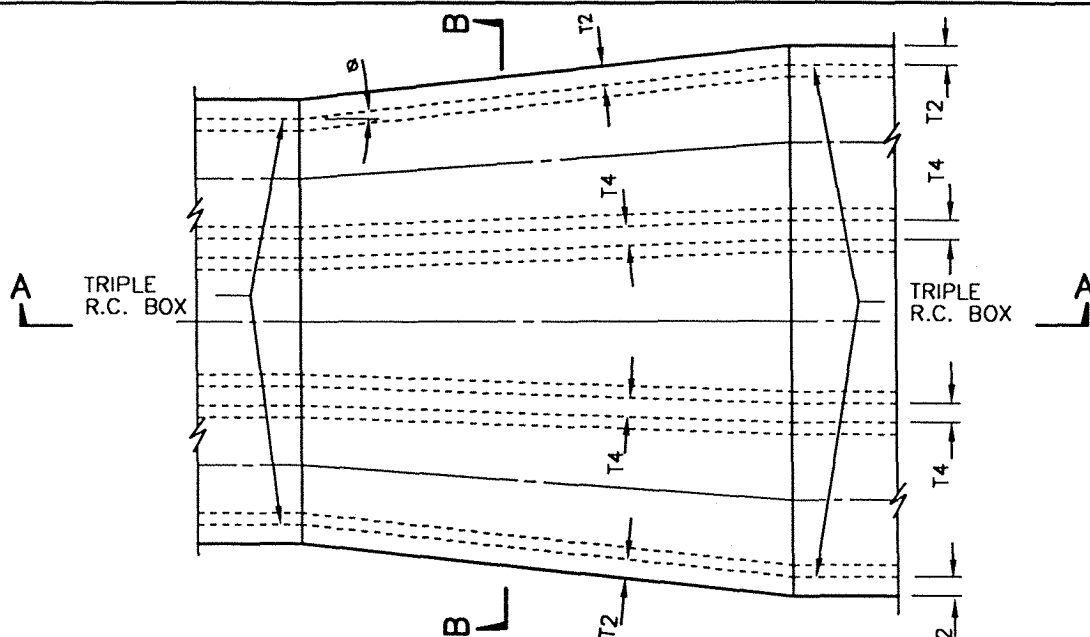


SECTION B-B

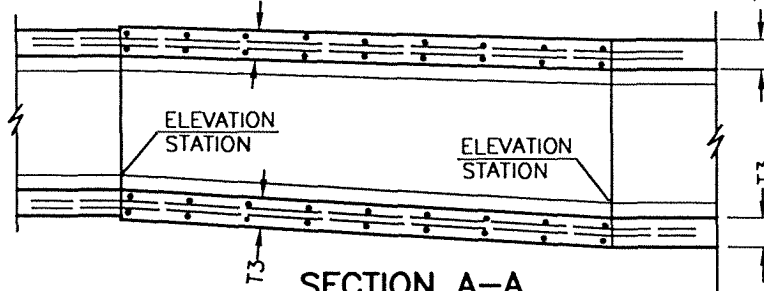
	TRANSITION STRUCTURE No. 5 DOUBLE BOX TO TRIPLE BOX		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STAFF <i>LB</i>	APPR. <i>Granville M. Bowman</i> Granville M. Bowman	PLATE 535 SHEET 1 OF 1

REV.	APPR.	BY	DATE

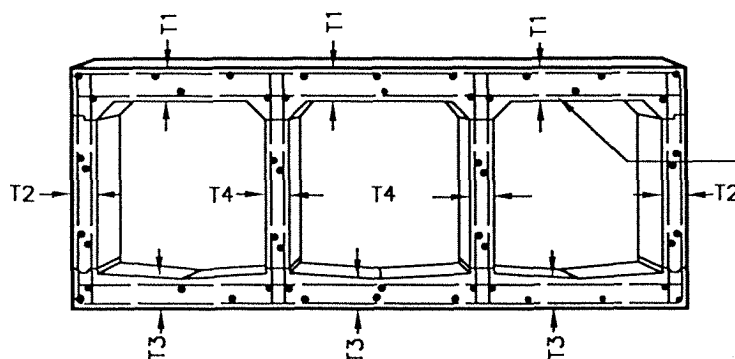
REV.	APPR.	BY	DATE



PLAN



SECTION A-A



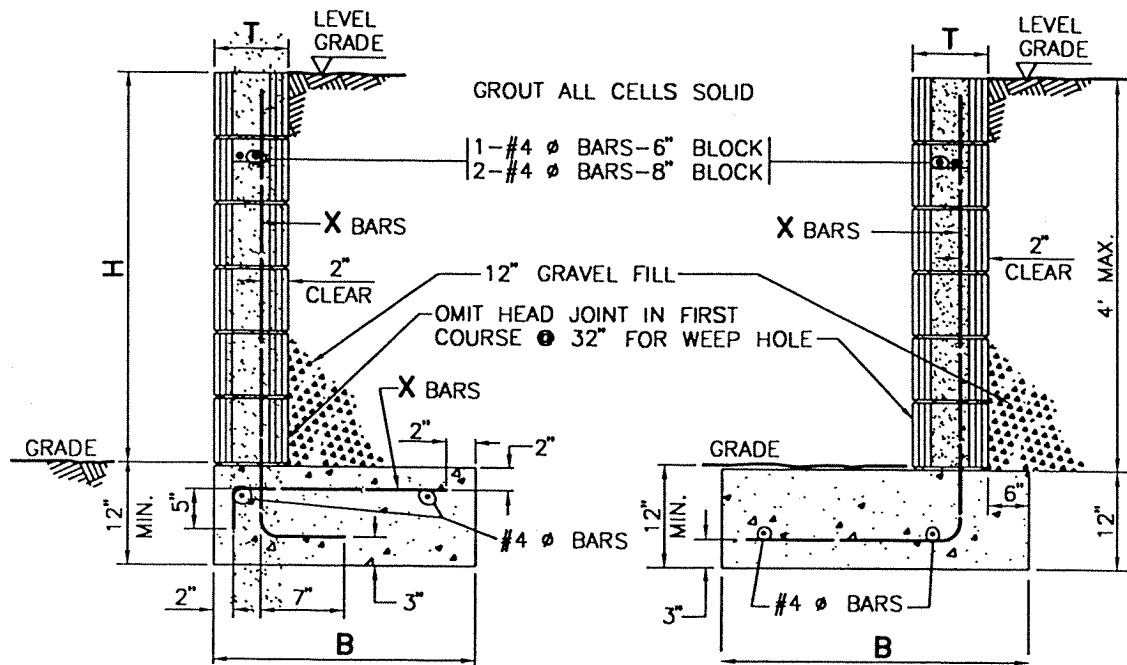
SECTION B-B

STEEL PATTERN SHOWN IS PICTORIAL ONLY. SEE PROJECT DRAWINGS FOR ACTUAL LAYOUT.

NOTES:

1. THE HORIZONTAL ANGLE OF DIVERGENCE OR CONVERGENCE, ϕ , SHALL NOT EXCEED 5 DEGREES 45 MINUTES.
2. REINFORCING STEEL BAR SIZE, SPACING, AND OUTSIDE COVER SHALL BE THAT OF THE LARGER SECTION. FOR CURVED TRANSITIONS, SPACE BARS ON CENTER LINE AND PLACE TRANSVERSE STEEL RADIALLY. BAR LENGTHS AND DIMENSIONS SHALL VARY UNIFORMLY THROUGHOUT TRANSITION. LONGITUDINAL BARS SHALL BE CONTINUED THROUGH THE JOINTS WITH THE TRANSITION STRUCTURE.
3. THE CONCRETE THICKNESS SHALL BE THAT OF THE LARGER BOX SECTION.
4. $f'_c = 4000$ PSI AT 28 DAYS.
5. TRANSVERSE JOINT KEYWAYS, AS DETAILED FOR LONGITUDINAL JOINT KEYWAYS AT BASE OF OUTER WALLS ON THE PROJECT DRAWINGS, SHALL BE PLACED IN BOTH SLABS AND WALLS AT THE END OF EACH POUR.
6. ALL STEEL, EXCEPT LONGITUDINAL STEEL SHALL BE GRADE 60 BILLET STEEL CONFORMING TO ASTM A615 AND SHALL TERMINATE $1\frac{1}{2}$ " CLEAR OF CONCRETE SURFACE UNLESS OTHERWISE SHOWN.

	TRANSITION STRUCTURE No. 6 TRIPLE BOX TO TRIPLE BOX		STANDARD PLAN 2002	
	DRAWN: STAFF	CKD.: STAFF <i>[Signature]</i>	APPR. <i>[Signature]</i> Granville M. Bowman	PLATE 536
	Department of Public Works			SHEET 1 OF 1



POUR FOOTING AGAINST UNDISTURBED NATURAL SOIL

H	B	T	'X' BARS
2'-0"	1'-6"	6"	#3 @ 48" O.C.
3'-0"	1'-10"	6"	#3 @ 32" O.C.
4'-0"	2'-6"	8"	#4 @ 48" O.C.

GENERAL NOTES:

1. CONCRETE-2000 P.S.I. MIN. @ 28 DAYS; 480 C 2000, 4" MAXIMUM SLUMP.
2. REINFORCING STEEL-ASTM A15 & A305, MIN. $f_s=18000$ P.S.I.
3. REINFORCING STEEL LAPS-MIN. 1'-6"
4. CONCRETE MANSORY UNITS-ASTM C 90; CONCRETE BLOCK GRADE 'A'
5. GROUT-1 PART CEMENT, 2 TO 3 PARTS SAND, 2 PARTS PEA GRAVEL.
6. SOIL-MAX. 1000 P.S.I. BEARING PRESSURE.
7. BACKFILL-COHESIONLESS SOIL.
8. ALL WORKMANSHIP AND MATERIALS TO CONFORM WITH THE UNIFORM BUILDING CODE.
9. NO SURCHARGE ON WALL. CONSULT A PROFESSIONAL CIVIL OR STRUCTURAL ENGINEER FOR DESIGN OF RETAINING WALLS HAVING
 - (a) A HEIGHT GREATER THAN 4 FEET AND/OR
 - (b) ANY SURCHARGE (VEHICLE LOADING, ADJACENT FOOTING, ETC.).

CITY OF
Oxnard

RETAINING WALL

DRAWN: STAFF

CKD.: STAFF

Department of Public Works

APPR.

Granville M. Bowman
Granville M. Bowman

STANDARD PLAN
2002

PLATE 600

SHEET 1 OF 1



NOTES:

1. THE "n" DENOTES AN EXTENDED FOOTING WHERE "n" EQUALS THE EXTENDED FOOTING DEPTH.
2. DEVIATION FROM THIS CRITERIA WILL REQUIRE PRIOR APPROVAL OF THE CITY OF OXNARD.
3. CALL OUT ALL ELEVATIONS AS SHOWN.
4. THIS PLATE PRIMARILY APPLIES TO SINGLE FAMILY RESIDENTIAL DEVELOPMENT. FINISH FLOOR ELEV. SHALL BE 25" ABOVE THE LOWEST ADJACENT STREET GUTTER OR BE PROTECTED FROM A 100 YEAR STORM STORM, WHICHEVER IS GREATER.
5. SIDEWALK DRAINS SHALL NOT BE USED IN RESIDENTIAL CONSTRUCTION.

STANDARD LOT DRAINAGE

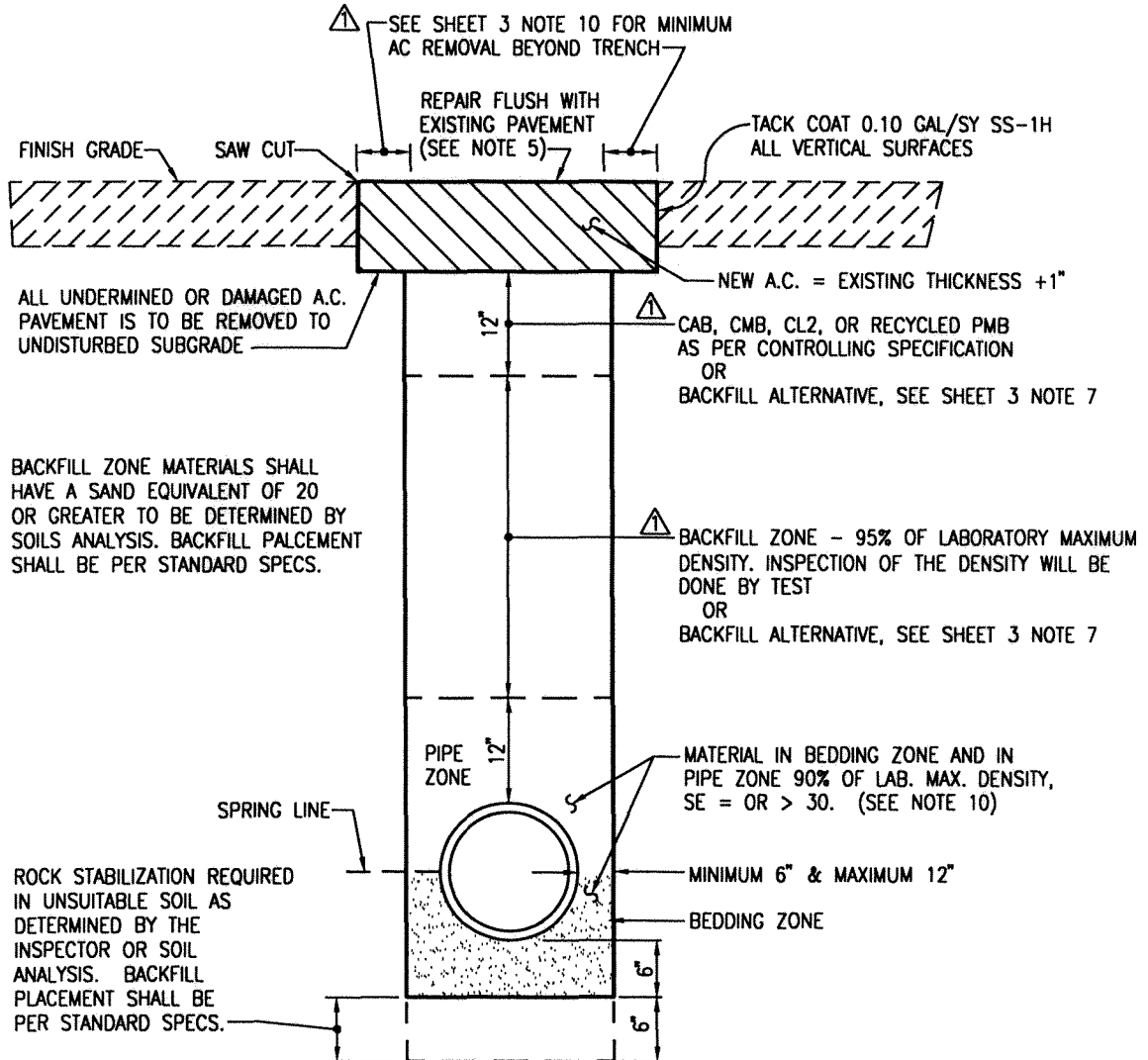
APPR

Granville M. Bowman

PLATE 601

SHEET 1 OF 1

DETAIL APPLICABILITY: STREETS OLDER THAN 10 YEARS



STD. TRENCH BACKFILL REQUIREMENT

DRAWN: A. ROQUE CKD.: B. STARR, PE

Department of Public Works

APPR.

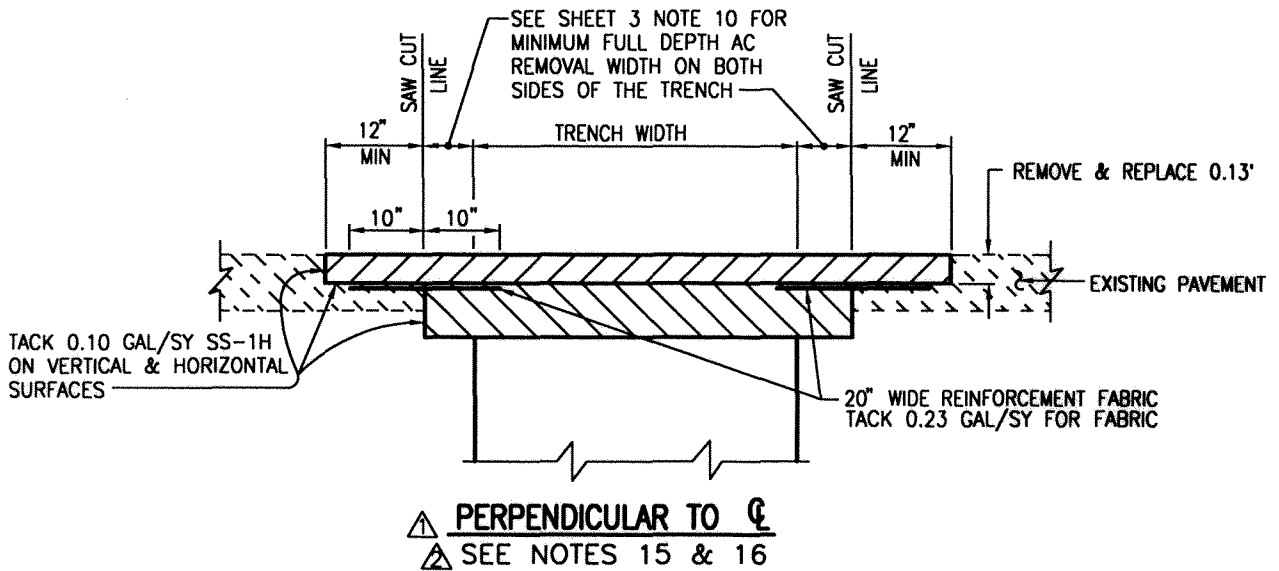
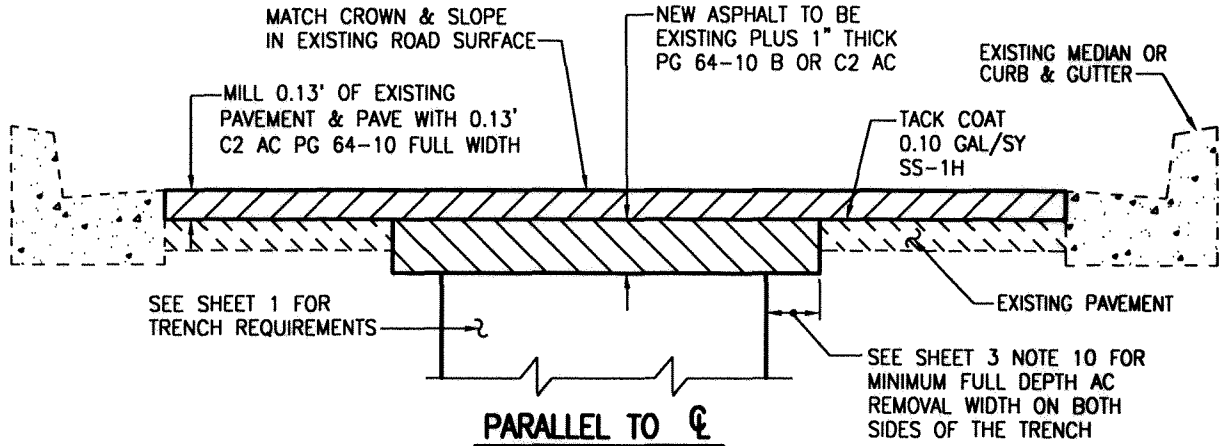
L. Bolderama, PE, City Engineer

STANDARD PLAN 2002

PLATE 602

SHEET 1 OF 3

DETAIL APPLICABILITY: STREETS LESS THAN 10 YEARS



STD. TRENCH BACKFILL REQUIREMENT

DRAWN: A. ROQUE CKD.: B. STARR, PE

Department of Public Works

APPR.

L. Balderrama
L. Balderrama, PE, City Engineer

STANDARD PLAN
2002

PLATE 602

SHEET 2 OF 3

NOTES:

1. JETTING PERMITTED 3' BELOW SUBGRADE IN SUITABLE SOIL (SE = OR >30) WITH NO GROUNDWATER CONDITION.
- △ 2. A.C. AND BACKFILL TO BE MECHANICALLY COMPACTED. WHEEL ROLLING NOT PERMITTED.
3. A.C. COLD MIX TO BE ON SITE PRIOR TO BREAKING PAVEMENT.
4. SHORING REQUIRED PER CAL-OSHA
5. ALL TRENCHES PARALLEL TO THE CENTERLINE OF THE STREET SHALL BE PAVED WITH ASPHALT PAVING MACHINE FLUSH WITH THE EXISTING PAVEMENT.
- △ 6. BACKFILL SHALL BE IN ACCORDANCE WITH THIS PLATE EXCEPT THAT THE BACKFILL OF TRENCH ON TRANSVERSE CUTS ON ALL MAJOR ARTERIAL STREETS SHALL BE A ONE SACK CEMENT SLURRY.
- △ 7. A 1½-SACK SLURRY BACKFILL MAY BE ALLOWED BY ENGINEER.
8. HYDRO-HAMMER, OR STOMPER, IS PERMITTED SUBJECT TO PRIOR APPROVAL. THEY ARE NOT PERMITTED WITHIN 5' OF EXISTING UTILITIES.
9. IF EDGE OF TRENCH IS 60" OR LESS FROM THE EDGE OF A GUTTER, OR OTHER EXISTING TRENCH REPAIR, THEN REMOVE THE INTERVENING ASPHALT BETWEEN THE GUTTER EDGE OR EXISTING TRENCH REPAIR AND REPAVE IT AS PART OF THE TRENCH RESURFACING.
- △ 10. TRENCH DEPTH MIN. PAVEMENT REMOVAL BEYOND TRENCH WALL

0 - 5'	12"
5' - 10'	36"
10'+	60"

NOTE: CITY OF OXNARD PUBLIC WORKS INSPECTOR MAY INCREASE BEYOND THESE LIMITS DUE TO SPECIAL SITE CONDITIONS AND CONTRACTORS METHOD OF OPERATION. REMOVAL WIDTHS IDENTIFIED ABOVE ARE MINIMUM REQUIRED FOR ALL TRENCH REPAIRS.
11. BEDDING AND PIPE ZONE FILL SHALL BE PER SSPWC (GREENBOOK) UNLESS OTHERWISE SPECIFIED.
12. REINFORCING FABRIC WILL BE "PAVE PREP", "PAVE TAC" OR EQUAL.
- △ 13. FOR TRENCHES PARALLEL TO THE C OF THE STREET THE ENTIRE PAVEMENT WIDTH BETWEEN THE EDGES OF THE PAVEMENT, i.e. CURB TO CURB, SHALL BE REMOVED TO A DEPTH OF 0.13'; THE TRENCH AREA SHALL BE RESTORED AS PER SHEET 1 & 2.
- △ 14. FOR TRENCHES PERPENDICULAR TO STREET C, THE PAVEMENT SURFACE SHALL BE REMOVED TO A DEPTH OF 0.13' AS DETERMINED BY SHEET 1 & 2. STRIPS OF PAVEMENT REINFORCEMENT FABRIC SHALL BE CENTERED OVER THE EDGES OF THE TRENCH. MINIMUM WIDTH OF REINFORCING FABRIC SHALL BE 20'.
- △ 15. MULTIPLE PERPENDICULAR/TRANVERSE TRENCHES SPACED CLOSER THAN 500 FEET APART SHALL BE MILLED LONGITUDINALLY FROM TRENCH TO TRENCH AND CAPPED WITH A 0.13' C2 AC PG 64-10 FULL WIDTH OF THE STREET AS SHOWN ON PARALLEL TO C.
- △ 16. POT HOLES SHALL BE CONSIDERED TRENCH CUTS FOR REPAIR PURPOSES.

REV.	APPR. BY	DATE
△	Lou B.	7/15/10

REV.	APPR. BY	DATE
△	Lou B.	7/31/06
△	Lou B.	9/28/06



STD. TRENCH BACKFILL REQUIREMENT

DRAWN: A. ROQUE CKD.: B. STARR, PE

Department of Public Works

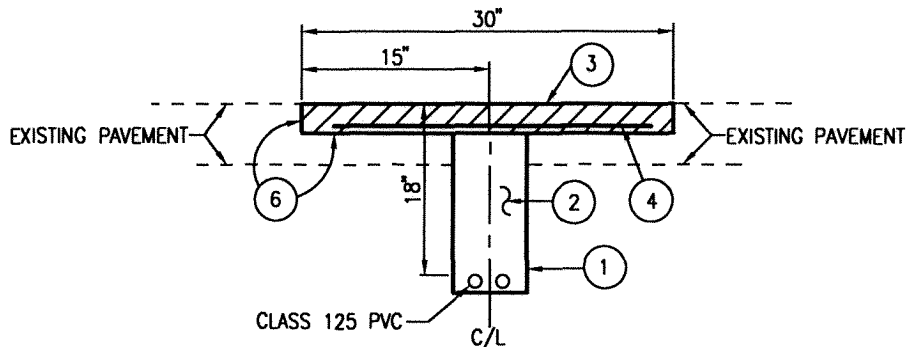
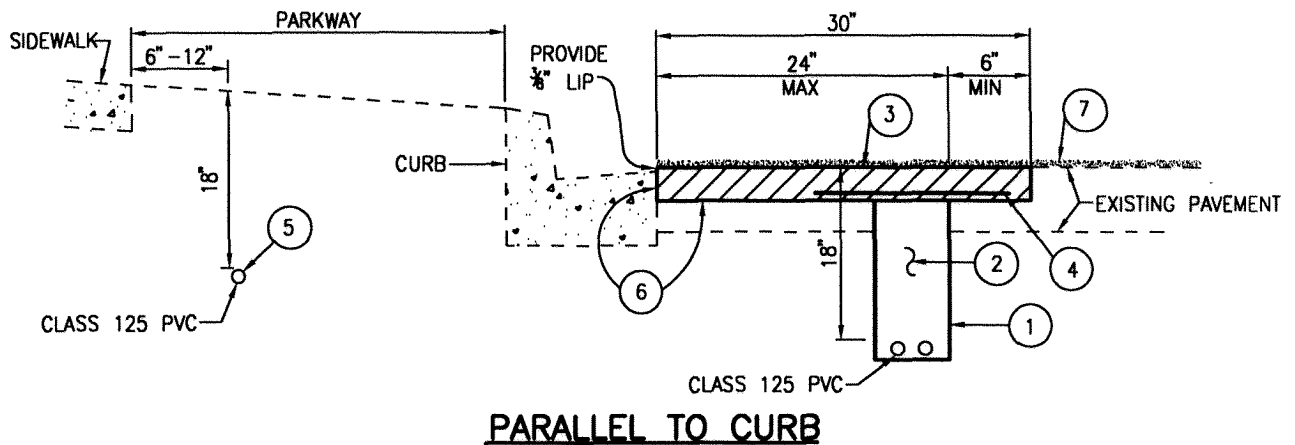
APPR.

Lou Balderrama
L. Balderrama, PE, City Engineer

STANDARD PLAN
2002

PLATE 602

SHEET 3 OF 3



- ROCKSAW TRENCH 4\"-6\" WIDE, MAX. 24\" FROM GUTTER FACE, 18\" COVER OVER CONDUITS.
- FILL TRENCH TO TOP WITH 1½ SACK MIX CEMENT/SAND SLURRY.
- GRIND FROM GUTTER LIP TOWARDS STREET CENTERLINE A MINIMUM OF 30\" WIDE AND 2\" DEEP ON PARALLEL TRENCHES & 30\" WIDE AND 2\" DEEP CENTERED ON TRANSVERSE TRENCHES OR AS DIRECTED BY CITY OF OXNARD PUBLIC WORKS INSPECTOR AND PLACE C-2 PG 64-10 ASPHALT COMPACTED WITH A ROLLER TO 95%.
- PLACE 3.5 OUNCE PETROMAT 18\" WIDE CENTER ON TRENCH & TACK WITH 0.23 GAL/SY SS-1H.
- PARKWAY CONSTRUCTION: PERMITEE TO SUBMIT DETAILS FOR APPROVAL. ALL APRONS RIBBON GUTTERS, RESIDENTIAL HARDSCAPE & RESIDENTIAL SOFTSCAPE SHALL BE RESTORED/REPAIRED/OR REPLACED AS ORIGINALLY FOUND AND AS DIRECTED BY THE CITY OF OXNARD PUBLIC WORKS INSPECTOR.
- TACK COAT 0.10 GAL/SY SS-1H ALL VERTICAL & HORIZONTAL SURFACES OR UNLESS NOTED OTHERWISE.
- TYPE II SLURRY SEAL PLACED AT 16#/SY. SLURRY SEAL SHALL EXTEND FROM THE GUTTER LIP TO THE LANE LINE, OR AS DIRECTED BY THE PUBLIC WORKS INSPECTOR.

△8. MULTIPLE PERPENDICULAR/TRANVERSE TRENCHES SPACED CLOSER THAN 500 FEET APART SHALL BE MILLED LONGITUDINALLY FROM TRENCH TO TRENCH AND CAPPED WITH A 0.13' C2 AC PG 64-10 FULL WIDTH OF THE STREET AS SHOWN ON PARALLEL TO C.

△9. POT HOLES SHALL BE CONSIDERED TRENCH CUTS FOR REPAIR PURPOSES.

ROCKSAW TRENCH CUTS ARE NORMALLY NOT ALLOWED. UTILITIES ARE REQUIRED TO BE BORED, EXCEPT WHEN ALLOWED BY THE CITY ENGINEER OR REPRESENTATIVE.



DRAWN: A. ROQUE CKD.: B. STARR, PE

Department of Public Works

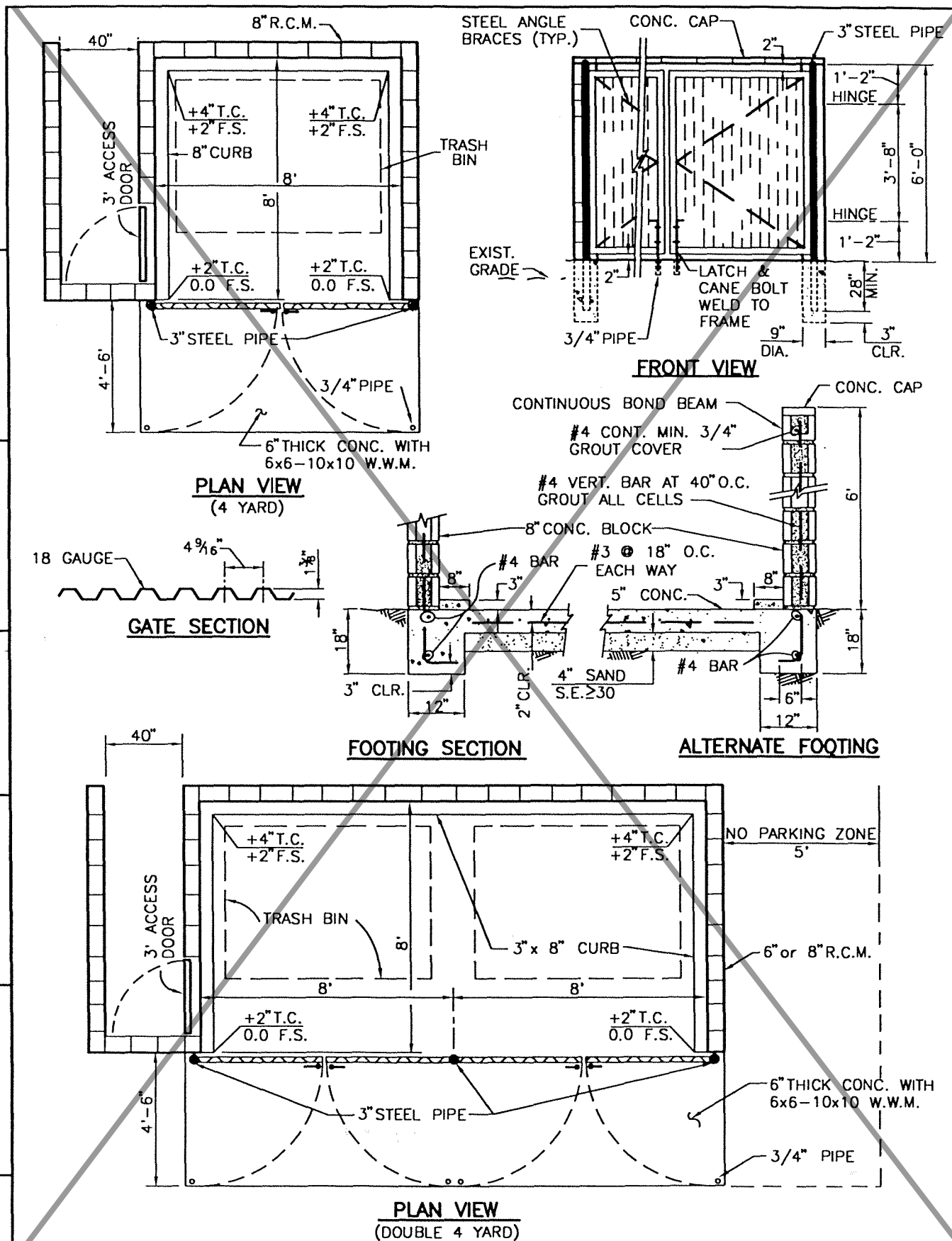
APPR. L. Balderrama, PE, City Engineer

STANDARD PLAN
2002

PLATE 603

SHEET 1 OF 1

SUPERSEDED



PARALLEL REFUSE CONTAINER ENCLOSURE WITH SIDE ENTRANCE

DRAWN: STAFF CKD.: STAFF
Department of Public Works

APPR. *Granville M. Bowman*
Granville M. Bowman

STANDARD PLAN 2002
PLATE 604
SHEET 1 OF 2

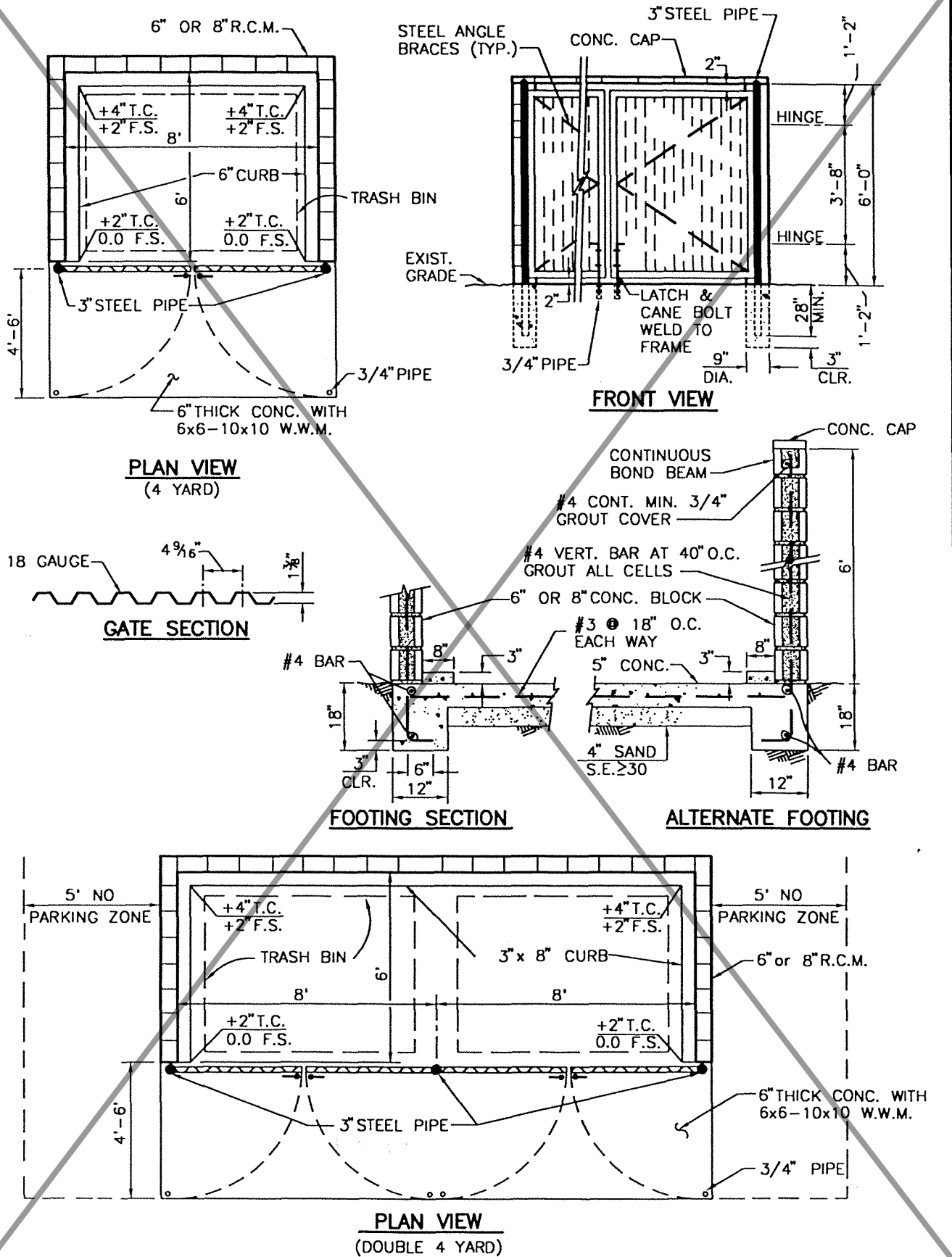
NOTES:

1. WALLS: SLUMPSTONE BLOCK, REINFORCED AND CAPPED. STRUCTURE TO BE APPROVED PRIOR TO CONSTRUCTION BY BUILDING AND SAFETY DEPARTMENT.
2. GATES: SHALL BE STEEL FRAMED WITH STEEL ANGLE BRACE TYPE METAL 18 GAUGE AND STEEL MINI V-BEAM PANEL AND THE GATE ITSELF, SHALL BE HUNG ON A 3" STEEL PIPE, CONCRETE FILLED THAT IS NOT ATTACHED TO THE ENCLOSURE. SHALL NOT OPEN INTO DRIVING LANES OR PARKING SPACES.
3. SIZE: ENCLOSURE SIZE FOR SINGLE FOUR YARD CONTAINER IS TO BE 8' DEEP AND 8' WIDE AND FOR DOUBLE FOUR YARD IS TO BE 8' DEEP AND 16' WIDE. SIZE OF ENCLOSURE TO BE DETERMINED IN ADVANCE OF CONSTRUCTION BY THE REFUSE SUPERINTENDENT.
4. LOCATION: TO BE DETERMINED IN ADVANCE OF CONSTRUCTION FROM PLANS SUBMITTED TO THE REFUSE SUPERINTENDENT. CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF OXNARD ORDINANCE-SECTION 34-9.4, 15-19, AND 15-26.
5. FLOOR: SHALL BE OF CONCRETE, WITH A MAXIMUM SLOPE OF 2" TO DRAIN ENCLOSURE, AND FLUSH WITH ADJOINING PAVEMENT
6. LATCH: A LATCHING ASSEMBLY IS REQUIRED WITH CANE BOLTS ON BOTH GATES TO HOLD IN OPEN AND CLOSED POSITION WITH 3/4" PIPE TO HOLD THE CANE BOLT.
7. ACCESSABILITY: ENCLOSURE LOCATIONS SHOULD NOT BE BEHIND ANY LOCKED GATES, CHAINS, OR FENCES. IF ENCLOSURE LOCATIONS ARE SITUATED BEHIND LOCKED COMPLEXES, THE CONDITIONS FOR PICKUP WILL BE FORMALIZED IN A WRITTEN AGREEMENT SIGNED BY THE OWNER AND APPROVED BY THE REFUSE SUPERINTENDENT. THIS AGREEMENT MUST BE APPROVED PRIOR TO APPROVAL OF PLANS. CONTACT THE REFUSE PROGRAM FOR DETAILS AT 385-8060.
8. ROOF: A SOLID ROOF WITH 8 FEET OF CLEARANCE IS REQUIRED ON ALL TRASH ENCLOSURES.
9. GREASE INTERCEPTOR: TRASH ENCLOSURES SERVING FOOD PREPARATION FACILITIES, GAS STATIONS AND GROCERY STORES SHALL INCLUDE A TRAFFIC RATED TRENCH DRAIN WITHIN THE ENCLOSURE WHICH DRAINS THROUGH A GREASE INTERCEPTOR TO THE SEWER SYSTEM. OTHER USES MAY BE REQUIRED TO INSTALL A TRENCH DRAIN AS DIRECTED BY THE CITY ENGINEER.
10. FIRE SPRINKLER: FIRE SPRINKLER MAY BE REQUIRED BY THE CALIFORNIA BUILDING CODE OR THE THE UNIFORM FIRE CODE.
11. PARKING: NO PARKING SPACES ARE ALLOWED WITHIN 5 FEET OF EDGE OF ENCLOSURE.

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE

 CITY OF Oxnard	PARALLEL REFUSE CONTAINER ENCLOSURE WITH SIDE ENTRANCE		STANDARD PLAN 2002	
	DRAWN: STAFF	CKD.: STAFF <i>LB</i>	APPR. <i>Granville M. Bowman</i>	PLATE 604
	Department of Public Works			SHEET 2 OF 2



REV.	APPR.	BY	DATE

REV.	APPR.	BY	DATE

 CITY OF Oxnard	PARALLEL REFUSE CONTAINER ENCLOSURE WITHOUT SIDE ENTRANCE		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STAFF	APPR.
	Department of Public Works		GRANVILLE M. BOWMAN
			PLATE 605
			SHEET 1 OF 2

NOTES

1. WALLS: SLUMPSTONE BLOCK, REINFORCED AND CAPPED. STRUCTURE TO BE APPROVED PRIOR TO CONSTRUCTION BY DEVELOPMENT SERVICES DEPARTMENT.
2. GATES: SHALL BE STEEL FRAMED WITH STEEL ANGLE BRACE TYPE METAL 18 GAUGE AND STEEL MINI V-BEAM PANEL AND THE GATE ITSELF, SHALL BE HUNG ON A 3" STEEL PIPE, CONCRETE FILLED THAT IS NOT ATTACHED TO THE ENCLOSURE.
3. SIZE: ENCLOSURE SIZE FOR SINGLE FOUR YARD CONTAINER IS TO BE 6' DEEP AND 8' WIDE AND FOR DOUBLE FOUR YARD IS TO BE 6' DEEP AND 16' WIDE. SIZE OF ENCLOSURE TO BE DETERMINED IN ADVANCE OF CONSTRUCTION BY THE REFUSE SUPERINTENDENT.
4. LOCATION: TO BE DETERMINED IN ADVANCE OF CONSTRUCTION FROM PLANS SUBMITTED TO THE REFUSE SUPERINTENDENT. CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF OXNARD ORDINANCE-SECTION 34-9.4, 15-19, AND 15-26.
5. FLOOR: SHALL BE OF CONCRETE, WITH A MAXIMUM SLOPE OF 2" TO DRAIN ENCLOSURE, AND FLUSH WITH ADJOINING PAVEMENT.
6. LATCH: A LATCHING ASSEMBLY IS REQUIRED WITH CANE BOLTS ON BOTH GATES TO HOLD IN OPEN AND CLOSED POSITION WITH 3/4" PIPE TO HOLD THE CANE BOLT.
7. ACCESSABILITY: ENCLOSURE LOCATIONS SHOULD NOT BE BEHIND ANY LOCKED GATES, CHAINS, OR FENCES. IF ENCLOSURE LOCATIONS ARE SITUATED BEHIND LOCKED COMPLEXES, THE CONDITIONS FOR PICKUP WILL BE FORMALIZED IN A WRITTEN AGREEMENT SIGNED BY THE OWNER AND APPROVED BY THE REFUSE SUPERINTENDENT. THIS AGREEMENT MUST BE APPROVED PRIOR TO APPROVAL OF PLANS. CONTACT THE REFUSE PROGRAM FOR DETAILS AT 385-8060.
8. ROOF: A SOLID ROOF WITH 8' FEET OF CLEARANCE IS REQUIRED ON ALL TRASH ENCLOSURES.
9. GREASE INTERCEPTOR: TRASH ENCLOSURES SERVING FOOD PREPARATION FACILITIES, GAS STATIONS AND GROCERY STORES SHALL INCLUDE A TRAFFIC RATED TRENCH DRAIN WITHIN THE ENCLOSURE WHICH DRAINS THROUGH A GREASE INTERCEPTOR TO THE SEWER SYSTEM. OTHER USES MAY BE REQUIRED TO INSTALL A TRENCH DRAIN AS DIRECTED BY THE CITY ENGINEER.
10. FIRE SPRINKLERS: FIRE SPRINKLERS MAY BE REQUIRED BY THE CALIFORNIA BUILDING CODE OR THE UNIFORM FIRE CODE.
11. PARKING: NO PARKING SPACES ARE ALLOWED WITHIN 5 FEET OF EDGE OF ENCLOSURE.

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE



CITY OF

REFUSE CONTAINER ENCLOSURE WITHOUT SIDE ENTRANCE

DRAWN: STAFF

CKD.: STAFF

Department of Public Works

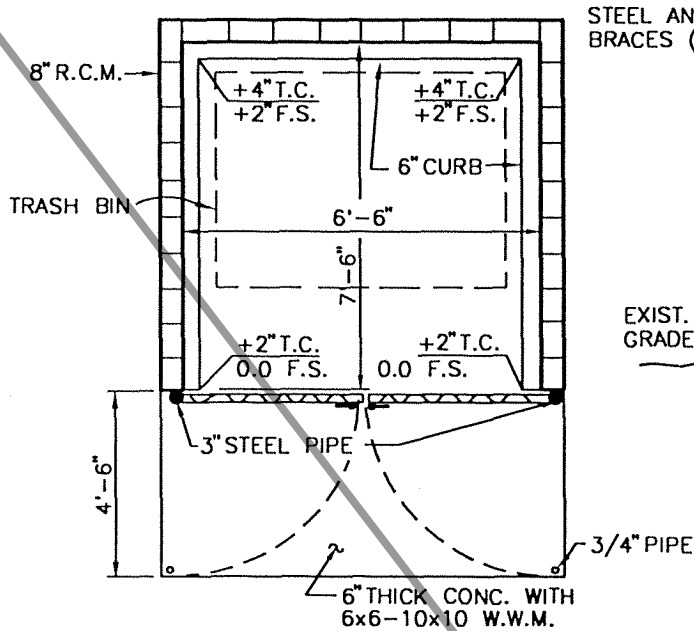
APPR.

Granville M. Bowman

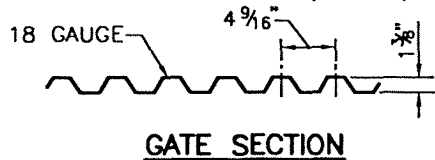
STANDARD PLAN
2002

PLATE 605

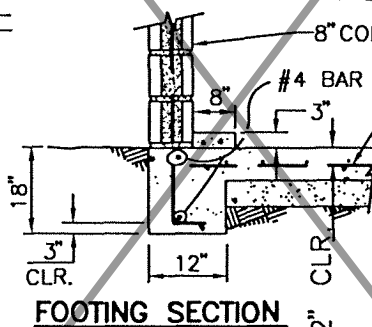
SHEET 2 OF 2



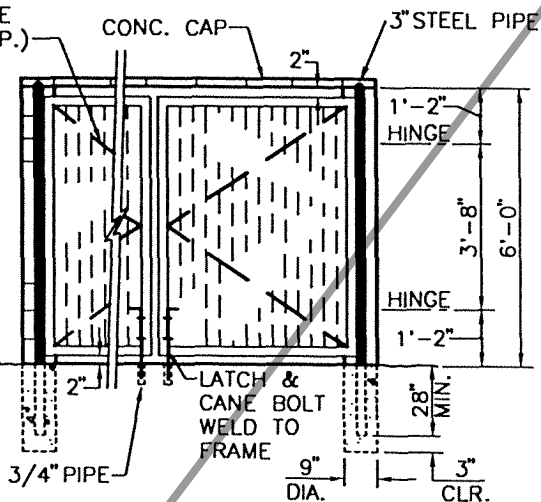
PLAN VIEW
(4 YARD)



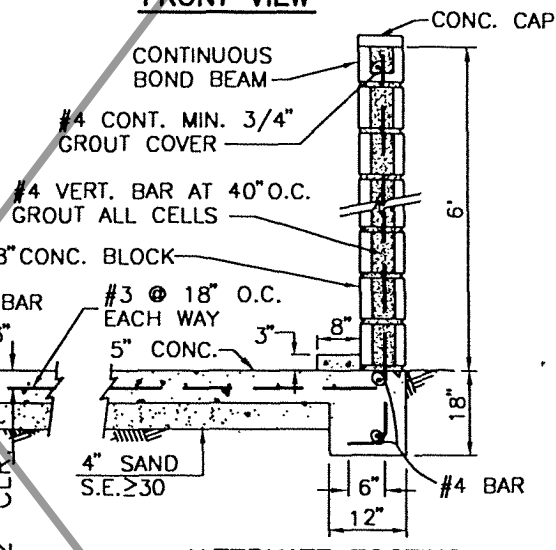
GATE SECTION



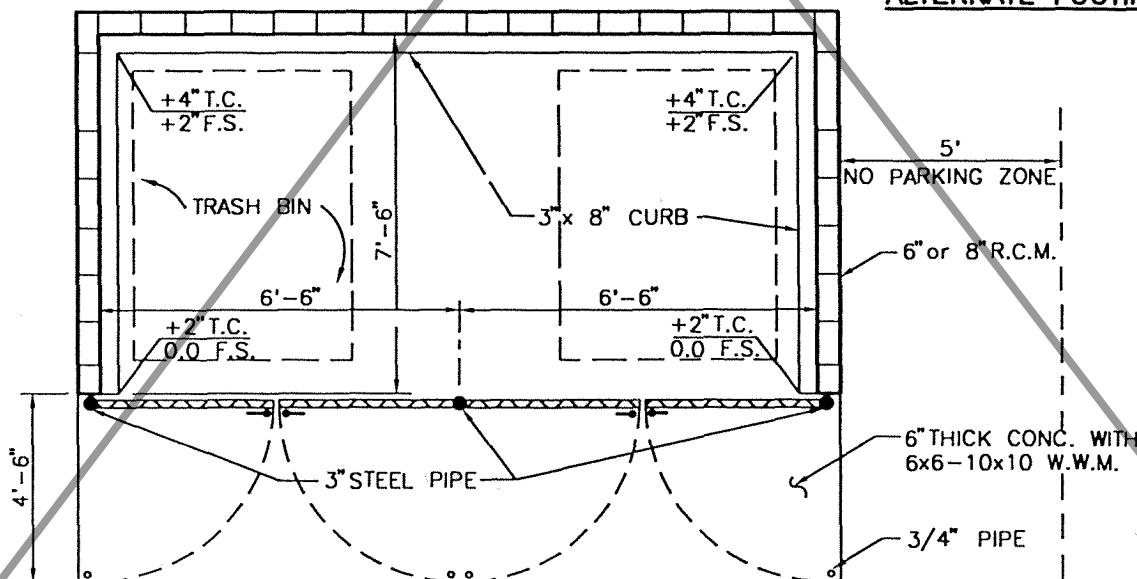
FOOTING SECTION



FRONT VIEW



ALTERNATE FOOTING



PLAN VIEW
(DOUBLE 4 YARD)

CITY OF
Oxnard

**PERPENDICULAR REFUSE CONTAINER ENCLOSURE WITHOUT
SIDE ENTRANCE**

DRAWN: STAFF CKD.: STAFF
Department of Public Works

APPR. *Granville M. Bowman*
Granville M. Bowman

STANDARD PLAN
2002

PLATE 606

SHEET 1 OF 2

NOTES:

1. WALLS: SLUMPSTONE BLOCK, REINFORCED AND CAPPED. STRUCTURE TO BE APPROVED PRIOR TO CONSTRUCTION BY BUILDING AND SAFETY DEPARTMENT.
2. GATES: SHALL BE STEEL FRAMED WITH STEEL ANGLE BRACE TYPE METAL 18 GAUGE AND STEEL MINI V-BEAM PANEL AND THE GATE ITSELF, SHALL BE HUNG ON A 3" STEEL PIPE, CONCRETE FILLED THAT IS NOT ATTACHED TO THE ENCLOSURE. SHALL NOT OPEN INTO DRIVING LANES OR PARKING SPACES.
3. SIZE: ENCLOSURE SIZE FOR SINGLE FOUR YARD CONTAINER IS TO BE 7' DEEP AND 7'-6" WIDE AND FOR DOUBLE FOUR YARD IS TO BE 7' 6" DEEP AND 15' WIDE. SIZE OF ENCLOSURE TO BE DETERMINED IN ADVANCE OF CONSTRUCTION BY THE REFUSE SUPERINTENDENT.
4. LOCATION: TO BE DETERMINED IN ADVANCE OF CONSTRUCTION FROM PLANS SUBMITTED TO THE REFUSE SUPERINTENDENT. CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF OXNARD ORDINANCE-SECTION 34-9.4, 15-19, AND 15-26.
5. FLOOR: SHALL BE OF CONCRETE, WITH A MAXIMUM SLOPE OF 2" TO DRAIN ENCLOSURE, AND FLUSH WITH ADJOINING PAVEMENT
6. LATCH: A LATCHING ASSEMBLY IS REQUIRED WITH CANE BOLTS ON BOTH GATES TO HOLD IN OPEN AND CLOSED POSITION WITH 3/4" PIPE TO HOLD THE CANE BOLT.
7. ACCESSABILITY: ENCLOSURE LOCATIONS SHOULD NOT BE BEHIND ANY LOCKED GATES, CHAINS, OR FENCES. IF ENCLOSURE LOCATIONS ARE SITUATED BEHIND LOCKED COMPLEXES, THE CONDITIONS FOR PICKUP WILL BE FORMALIZED IN A WRITTEN AGREEMENT SIGNED BY THE OWNER AND APPROVED BY THE REFUSE SUPERINTENDENT. THIS AGREEMENT MUST BE APPROVED PRIOR TO APPROVAL OF PLANS. CONTACT THE REFUSE PROGRAM FOR DETAILS AT 385-8060.
8. ROOF: A SOLID ROOF WITH 8 FEET OF CLEARANCE IS REQUIRED ON ALL TRASH ENCLOSURES.
9. GREASE INTERCEPTOR: TRASH ENCLOSURES SERVING FOOD PREPARATION FACILITIES, GAS STATIONS AND GROCERY STORES SHALL INCLUDE A TRAFFIC RATED TRENCH DRAIN WITHIN THE ENCLOSURE WHICH DRAINS THROUGH A GREASE INTERCEPTOR TO THE SEWER SYSTEM. OTHER USES MAY BE REQUIRED TO INSTALL A TRENCH DRAIN AS DIRECTED BY THE CITY ENGINEER.
10. FIRE SPRINKLER: FIRE SPRINKLER MAY BE REQUIRED BY THE CALIFORNIA BUILDING CODE OR THE THE UNIFORM FIRE CODE.
11. PARKING: NO PARKING SPACES ARE ALLOWED WITHIN 5 FEET OF EDGE OF ENCLOSURE.

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE

 CITY OF Oxnard	PERPENDICULAR REFUSE CONTAINER ENCLOSURE WITHOUT SIDE ENTRANCE		STANDARD PLAN 2002	
	DRAWN: STAFF	CKD.: STAFF <i>LE</i>	APPR. <i>Granville M. Bowman</i>	PLATE 606
	Department of Public Works			SHEET 2 OF 2

PLAN VIEW

FRONT VIEW

GATE / DOOR SECTION

FOOTING SECTION

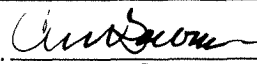
ALTERNATE FOOTING

NOTES

1. WALLS: SLUMPSTONE BLOCK, REINFORCED AND CAPPED. STRUCTURE TO BE APPROVED PRIOR TO CONSTRUCTION BY DEVELOPMENT SERVICES DEPARTMENT.
2. GATES: SHALL BE STEEL FRAMED WITH STEEL ANGLE BRACE TYPE METAL 18 GAUGE AND STEEL MINI V-BEAM PANEL AND THE GATE ITSELF, SHALL BE HUNG ON A 3" STEEL PIPE, CONCRETE FILLED THAT IS NOT ATTACHED TO THE ENCLOSURE. SHALL NOT OPEN INTO DRIVING LANES OR PARKING SPACES.
3. SIZE: ENCLOSURE SIZE FOR SINGLE 30 YARD CONTAINER IS TO BE 24' DEEP AND 14' WIDE (OUTSIDE DIMENSION) SIZE OF ENCLOSURE TO BE DETERMINED IN ADVANCE OF CONSTRUCTION BY THE REFUSE SUPERINTENDENT.
4. LOCATION: TO BE DETERMINED IN ADVANCE OF CONSTRUCTION FROM PLANS SUBMITTED TO THE REFUSE SUPERINTENDENT. CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF OXNARD ORDINANCE-SECTION 34-9.4, 15-19, AND 15-26.
5. FLOOR: SHALL BE OF CONCRETE, WITH A MAXIMUM SLOPE OF 2" TO DRAIN ENCLOSURE, AND FLUSH WITH ADJOINING PAVEMENT
6. LATCH: A LATCHING ASSEMBLY IS REQUIRED WITH CANE BOLTS ON BOTH GATES TO HOLD IN OPEN AND CLOSED POSITION WITH 3/4" PIPE TO HOLD THE CANE BOLT.
7. ACCESSABILITY: ENCLOSURE SHALL NOT BE LOCATED BEHIND A LOCKED ENTRY OR GATE. THE ENCLOSURE OPENING MAY NOT BE BLOCKED BY PARKING OR LOADING SPACES. ANY CHANGES OF THIS REQUIREMENT MUST BE APPROVED BY THE REFUSE DIVISION BEFORE CONSTRUCTION.
8. ROOF: A SOLID ROOF IS REQUIRED ON ALL TRASH ENCLOSURES.
9. GREASE INTERCEPTER: TRASH ENCLOSURES SERVING FOOD PREPARATION FACILITIES, GAS STATIONS AND GROCERY STORES SHALL INCLUDE A TRENCH DRAIN WITHIN THE ENCLOSURE WHICH DRAINS THROUGH A GREASE INTERCEPTER TO THE SEWER SYSTEM. OTHER USES MAY BE REQUIRED TO INSTALL A TRENCH DRAIN AS DIRECTED BY THE CITY ENGINEER.
10. FIRE SPRINKLERS: FIRE SPRINKLERS MAY BE REQUIRED BY THE CALIFORNIA BUILDING CODE OR THE UNIFORM FIRE CODE.
11. PARKING: NO PARKING SPACES ARE ALLOWED WITHIN 5 FEET OF EDGE OF ENCLOSURE.

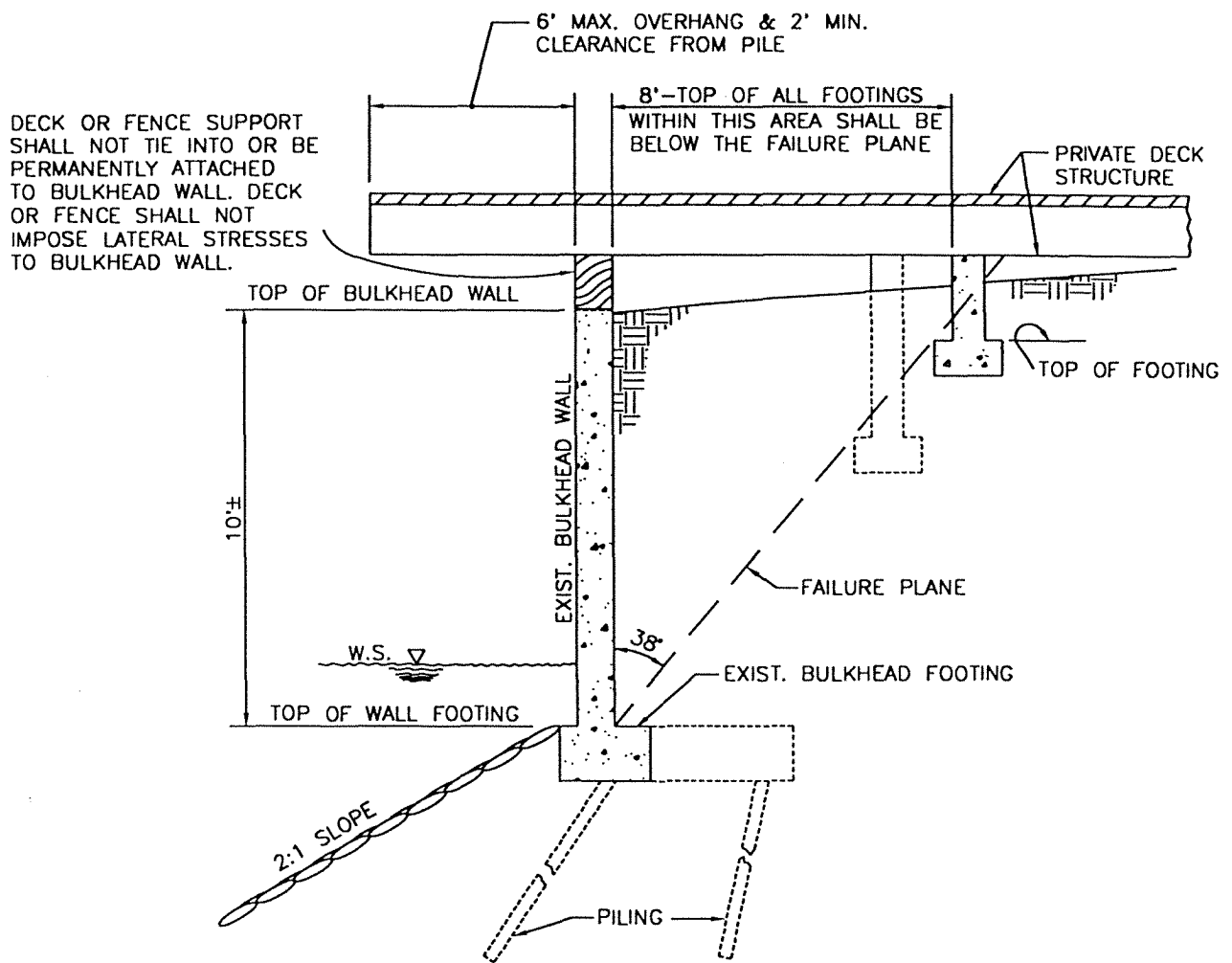
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 CITY OF	30 YARD REFUSE CONTAINER ENCLOSURE		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STAFF	 APPR. Granville M. Bowman
	Department of Public Works		PLATE 607
			SHEET 2 OF 2

REV.	APPR. BY	DATE

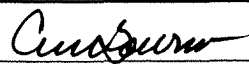
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TYPICAL SECTION

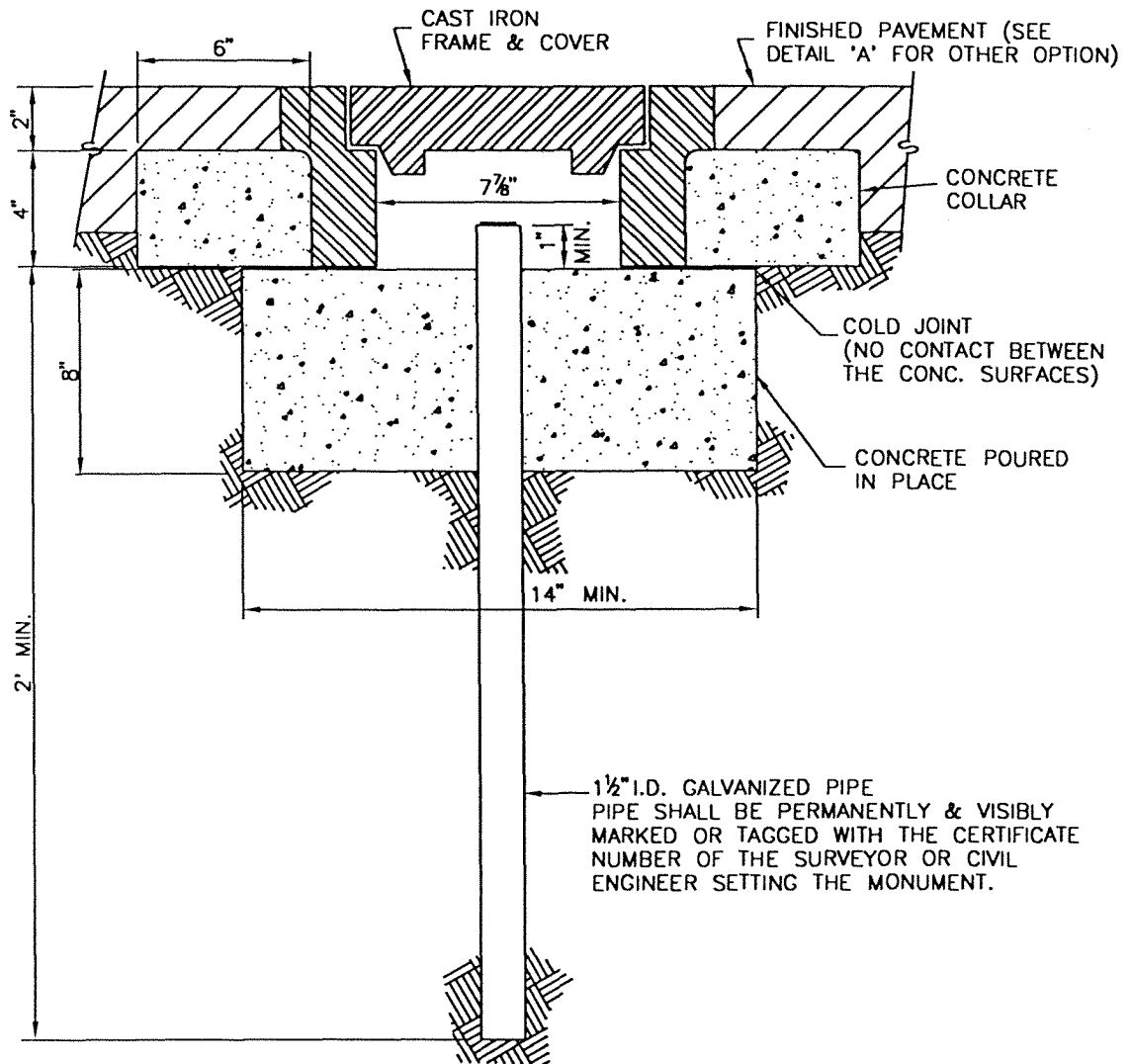
NOTES:

1. DECKS OR FENCES OTHER THAN WOOD MAY BE PERMITTED PROVIDED THE ADDITIONAL LOADING IS WITHIN THE DESIGN STRUCTURAL STRENGTH OF THE EXISTING BULKHEAD WALL, AND THE DECK OR FENCE CAN BE REMOVED WITHOUT DAMAGE TO THE BULKHEAD. CONCRETE OR SIMILAR DECK MATERIALS ARE NOT ALLOWED.
2. DETAILED STRUCTURAL CALCULATIONS, PREPARED BY AN R.C.E. IN CALIFORNIA, SHALL BE REQUIRED BY THE CITY FOR REVIEW, PRIOR TO ISSUANCE OF ANY PERMITS.
3. ALL CONSTRUCTION SHALL CONFORM TO CURRENT CITY STANDARD SPECIFICATIONS.
4. ALL CALCULATIONS SUBMITTED SHALL CONFORM WITH CURRENT A.C.I. AND CALIF. BUILDING CODE REQUIREMENTS.

	DECK/FENCE CONSTRUCTION OVER OR NEAR BULKHEAD WALL		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STAFF	APPR.  Granville M. Bowman
Department of Public Works			SHEET 1 OF 1

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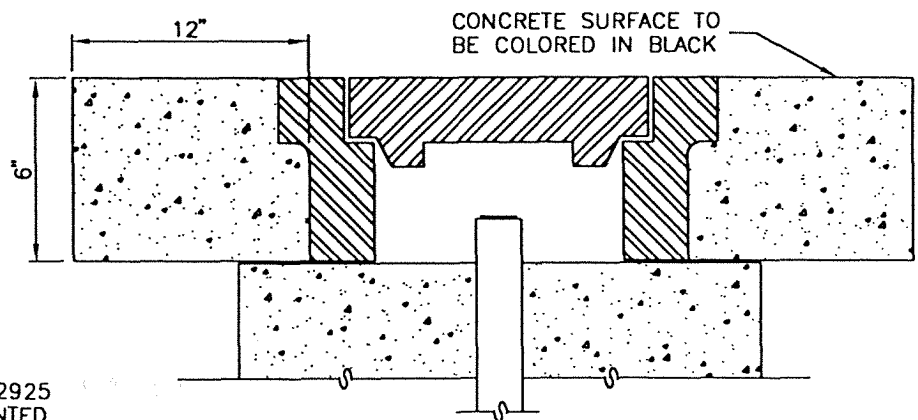
MONUMENT



TOP VIEW

COVER:

ALHAMBRA FOUNDRY No. A-2925
OR APPROVED EQUAL, IMPRINTED
AS SHOWN.



DETAIL 'A'

TO BE USED AS ANOTHER OPTION



CITY OF

SURVEY MONUMENT

DRAWN: STAFF

CKD.: STAFF

Department of Public Works

APPR.

Granville M. Bowman
Granville M. Bowman

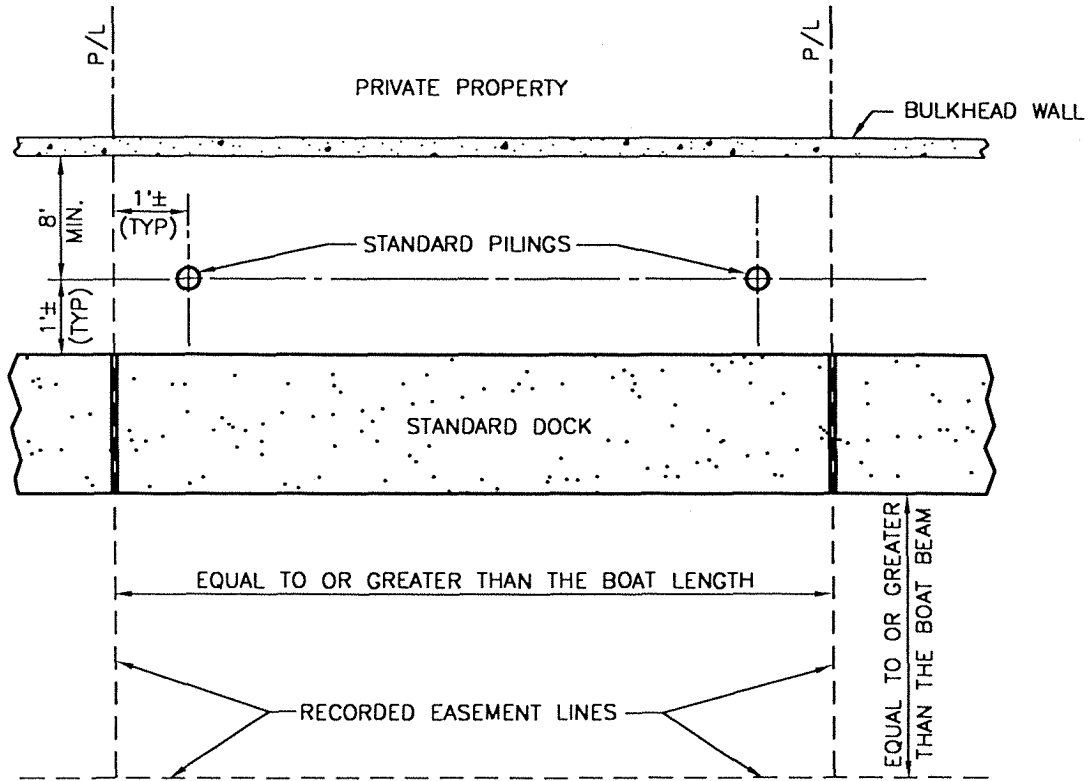
STANDARD PLAN
2002

PLATE 609

SHEET 1 OF 1

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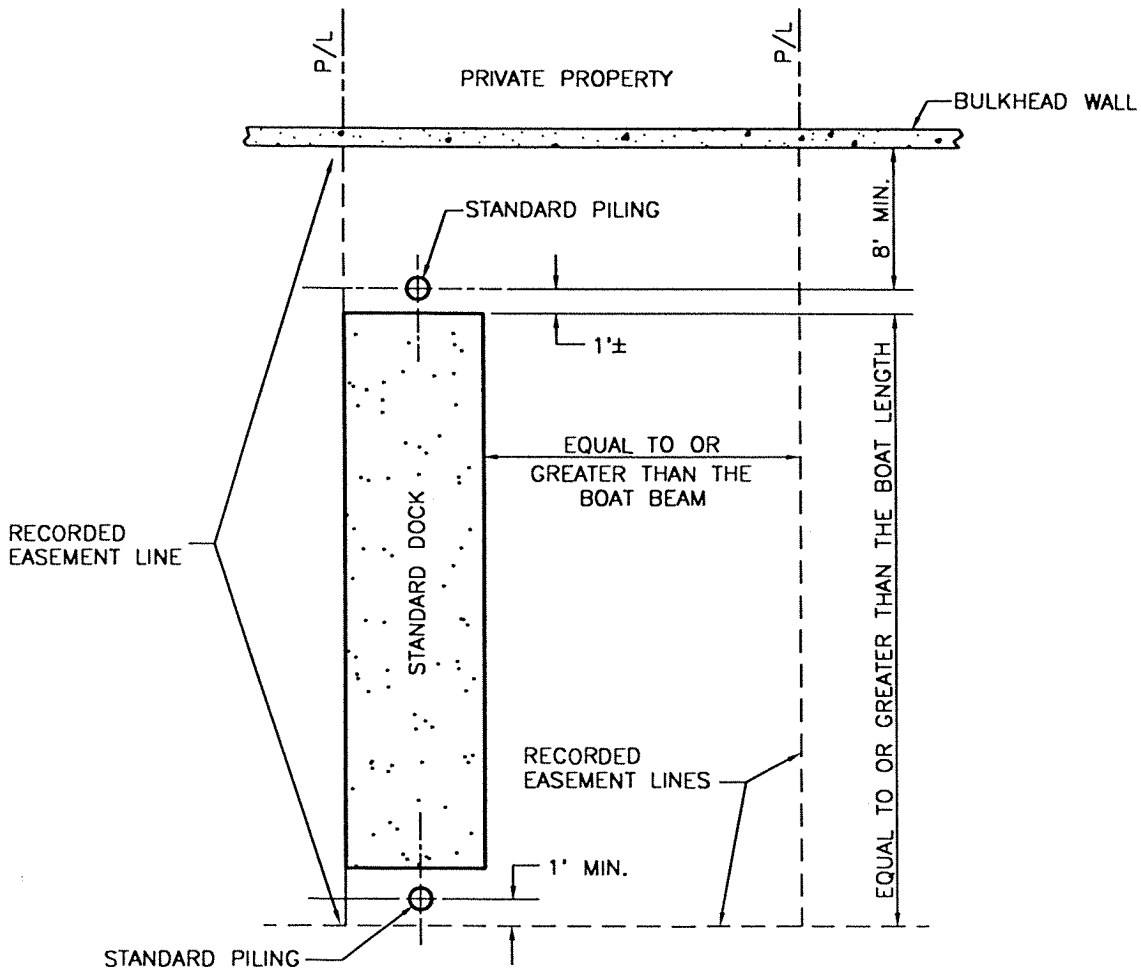
STANDARD GUIDELINES:

1. AN ENCROACHMENT PERMIT AND A BUILDING PERMIT ARE REQUIRED FOR EACH INSTALLATION.
2. THIS STANDARD IS INTENDED FOR SMALL CRAFTS WITH THEIR EXTREME LENGTH AND BEAM DIMENSIONS NO GREATER THAN THE AVAILABLE EASEMENT.
3. DOCK AND PILING LOCATIONS SHALL CONFORM TO THIS STANDARD UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. STRUCTURAL, MATERIAL AND OTHER STANDARDS SHALL CONFORM TO BUILDING AND SAFETY DIVISION'S REQUIREMENTS.
4. A 4-FOOT MINIMUM OPENING BETWEEN DOCKS SHALL BE PROVIDED FOR MAINTENANCE PURPOSES AT LOCATION(S) DESIGNATED BY THE CITY ENGINEER.
5. ANY MODIFICATION, EXTENSION, ADDITION OR VARIATION TO THIS STANDARD MAY BE GRANTED SUBJECT TO THE FOLLOWING GUIDELINES AS APPROVED BY THE CITY ENGINEER.
 - a) NO PILING, DOCK OR RAMP SHALL BE LOCATED OUTSIDE THE DESIGNATED EASEMENT.
 - b) ALL PILINGS AND DOCK SHALL HAVE A 8-FOOT MINIMUM CLEARANCE FROM THE BULKHEAD WALL FOR MAINTENANCE PURPOSES AND TO PROTECT THE WATERWAY SLOPE PAVING.
 - c) PILING DOCK AND APPURTENANCES SHALL BE DESIGNED AND CONSTRUCTED TO AVOID POTENTIAL FAILURE AND BREAKAWAY OF DOCK
 - d) LOCATION AND CONFIGURATION VARIATION OF PILING, DOCK AND APPURTENANCES SHALL BE DESIGNED SUCH THAT NO BOAT SHALL ENCROACH INTO OTHER EASEMENT(S) WHEN LEAVING THE DOCK OR DURING DOCKING OPERATION, AND NO BOAT SHALL ENCROACH OUTSIDE ITS DESIGNATED EASEMENT WHEN MOORED.
6. ALL PILE AND DOCK INSTALLATION SHALL HAVE PRIOR CLEARANCE AND/OR PERMIT REQUIRED BY THE COASTAL COMMISSION AND CORPS OF ENGINEERS.
7. PILES MAY NOT BE INSTALLED BY JETTING OR ANY OTHER METHOD THAT WOULD COMPROMISE THE INTERGRITY OF THE BULKHEAD WALL OR THE WATERWAY SLOPE PAVING. METHOD OF INSTALLATION MUST BE SPECIFIED ON PLANS.

	PARALLEL DOCK AND PILING LOCATIONS		STANDARD PLAN 2002
	DRAWN: STAFF	CKD.: STAFF	 APPR. Granville M. Bowman
	Department of Public Works		
			PLATE 610 SHEET 1 OF 1

REV.	APPR. BY	DATE

REV.	APPR. BY	DATE



STANDARD GUIDELINES:

1. AN ENCROACHMENT PERMIT AND A BUILDING PERMIT ARE REQUIRED FOR EACH INSTALLATION.
2. THIS STANDARD IS INTENDED FOR SMALL CRAFTS WITH THEIR EXTREME LENGTHS AND BEAM DIMENSIONS NO GREATER THAN THE AVAILABLE EASEMENT.
3. DOCK AND PILING LOCATIONS SHALL CONFORM TO THIS STANDARD UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. STRUCTURAL MATERIAL AND OTHER STANDARDS SHALL CONFORM TO BUILDING AND SAFETY DIVISION'S REQUIREMENTS.
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 - a) NO PILING, DOCK OR RAMP SHALL BE LOCATED OUTSIDE THE DESIGNATED EASEMENT.
 - b) ALL PILINGS AND DOCK SHALL HAVE A 8' FOOT MINIMUM CLEARANCE FROM THE BULKHEAD WALL FOR MAINTENANCE PURPOSES AND TO PROTECT THE WATERWAY SLOPE PAVING.
 - c) PILING DOCK AND APPURTENANCES SHALL BE LOCATED OR DESIGNED AND CONSTRUCTED IN SUCH A MANNER TO AVOID POTENTIAL FAILURE AND BREAKAWAY OF DOCK ESPECIALLY ON EXTREME LOW TIDE LEVELS.
 - d) LOCATION AND CONFIGURATION VARIATION OF PILING, DOCK AND APPURTENANCES SHALL BE DESIGNED IN SUCH A MANNER THAT NO BOAT SHALL ENCROACH INTO OTHER EASEMENT(S) WHEN LEAVING THE DOCK OR DURING DOCKING OPERATION, AND NO BOAT SHALL ENCROACH OUTSIDE ITS DESIGNATED EASEMENT WHEN MOORED.
6. ALL PILE AND DOCK INSTALLATION SHALL HAVE PRIOR CLEARANCE AND/OR PERMIT REQUIRED BY THE COASTAL COMMISSION AND CORPS OF ENGINEERS.
7. PILES MAY NOT BE INSTALLED BY JETTING OR ANY OTHER METHOD THAT WOULD COMPROMISE THE INTEGRITY OF THE BULKHEAD WALL OR THE WATERWAY SLOPE PAVING. METHOD OF INSTALLATION MUST BE SPECIFIED ON PLANS.



CITY OF

PERPENDICULAR DOCK AND PILING LOCATIONS

STANDARD PLAN
2002

DRAWN: STAFF

CKD.: STAFF

Department of Public Works

APPR.

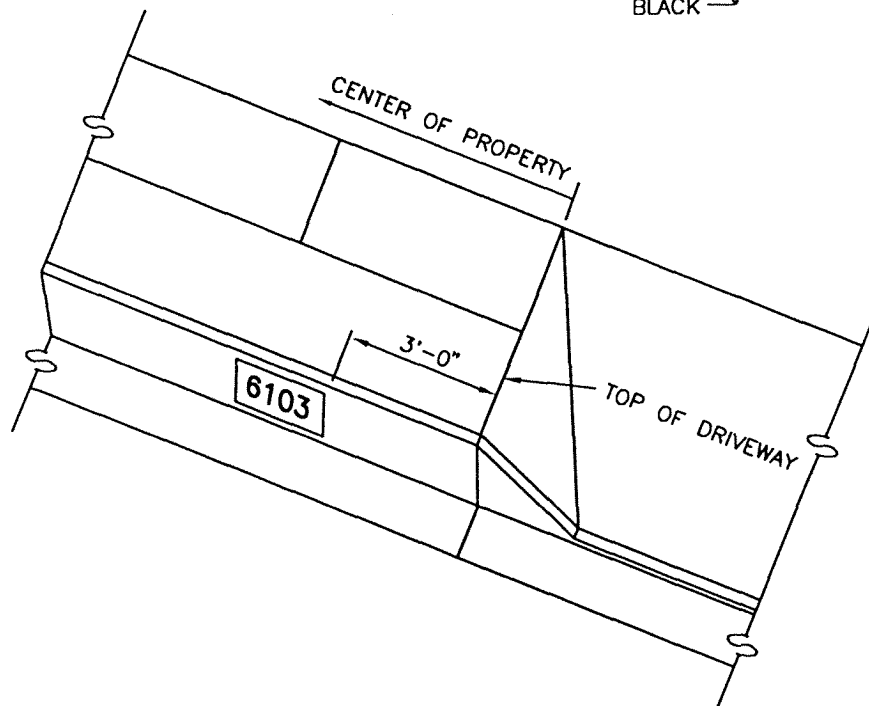
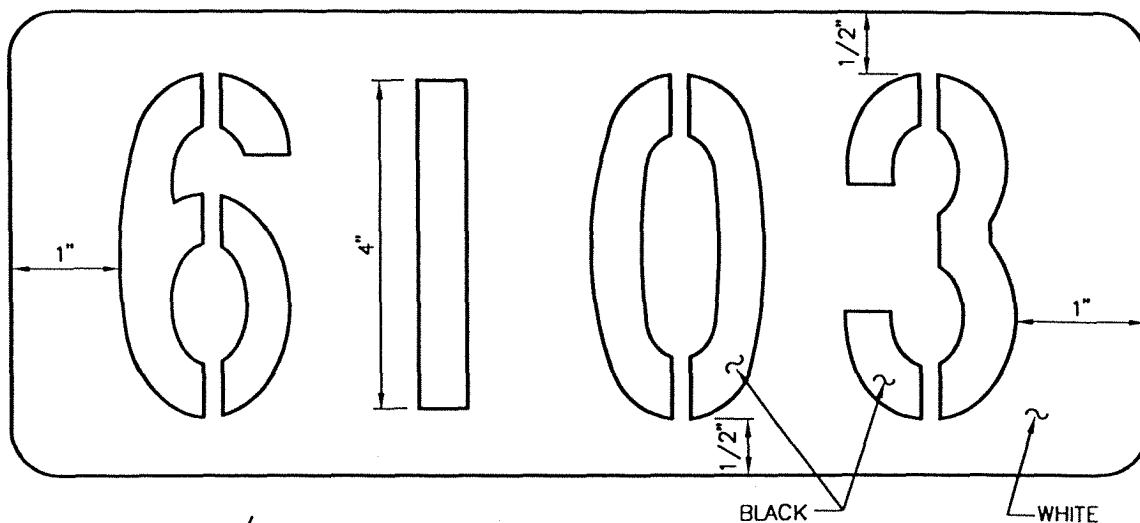
Granville M. Bowmon
Granville M. Bowmon

PLATE 611

SHEET 1 OF 1

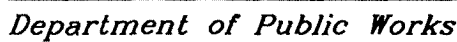
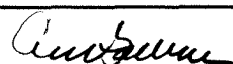
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NOTES:

1. A RECTANGLE OF WHITE PAINT 5" HIGH AND LONG ENOUGH TO ALLOW 1" MARGIN ON EACH END OF NUMBERS, SHALL BE PLACED AS A BACKGROUND, PARALLEL TO THE TOP OF CURB AT THE EDGE OF THE CURB RADIUS AND ON THE VERTICAL CURB FACE.
(a) BACKGROUND PAINT MUST BE COMPLETELY DRY BEFORE APPLYING BLACK NUMBERS.
2. NUMBERS SHALL BE STANDARD GOTHIC STYLE 4", BLACK IN COLOR WITH A 1/2" TOP AND BOTTOM MARGIN.
3. NUMBERING SHOULD BE PLACED ON THE CURB 3' FROM THE TOP OF DRIVEWAY TOWARDS THE CENTER OF PROPERTY OR, IF NO DRIVEWAY IT SHOULD BE PLACED ADJACENT TO THE ENTRANCE WALKWAY OR APPROXIMATELY CENTER OF LOT.
(a) IF THERE IS AN EXISTING HOUSE NUMBER, IT MAY BE RENEWED AT ITS PRESENT LOCATION.
4. PAINT SHALL BE AS RECOMMENDED BY THE MANUFACTURER AS SUITABLE FOR APPLICATION ON CONCRETE.
5. CURB WILL BE THOROUGHLY CLEANED PRIOR TO APPLYING PAINT.

	CITY OF		PAINTED CURB HOUSE NUMBERS		STANDARD PLAN 2002
			DRAWN: STAFF	CKD.: STAFF	PLATE 612
			APPR.  Granville M. Bowman		SHEET 1 OF 1

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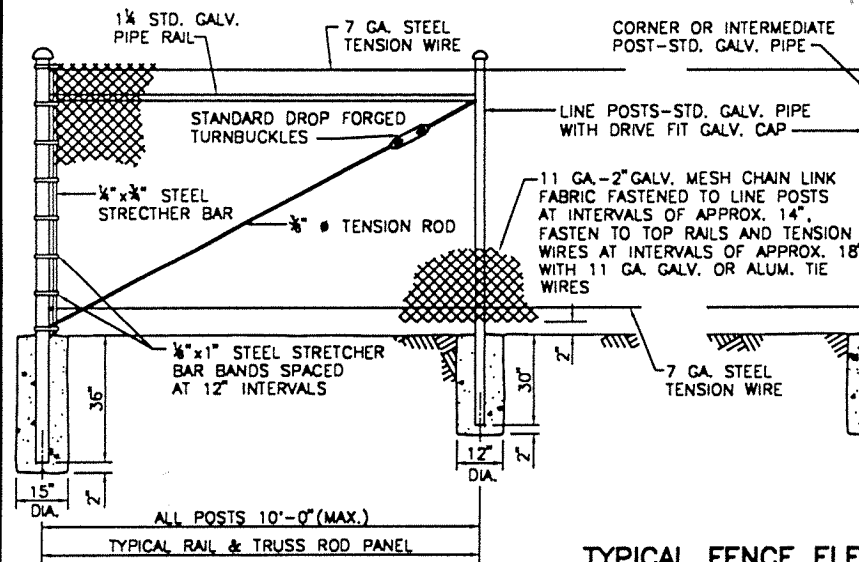
City of
Grand

Department of Public Works
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CKD: STAFF

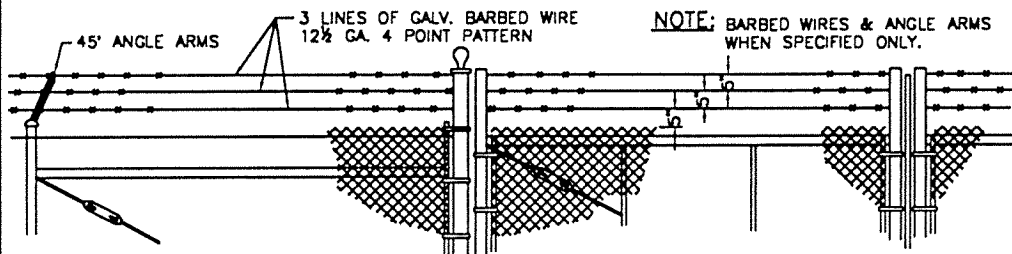
APPR. *Curry*
Granville M. Bowman

STANDARD PLAN
2002
PLATE 613
SHEET 1 OF 1

STANDARD CHAIN LINK FENCE



TYPICAL FENCE ELEVATION

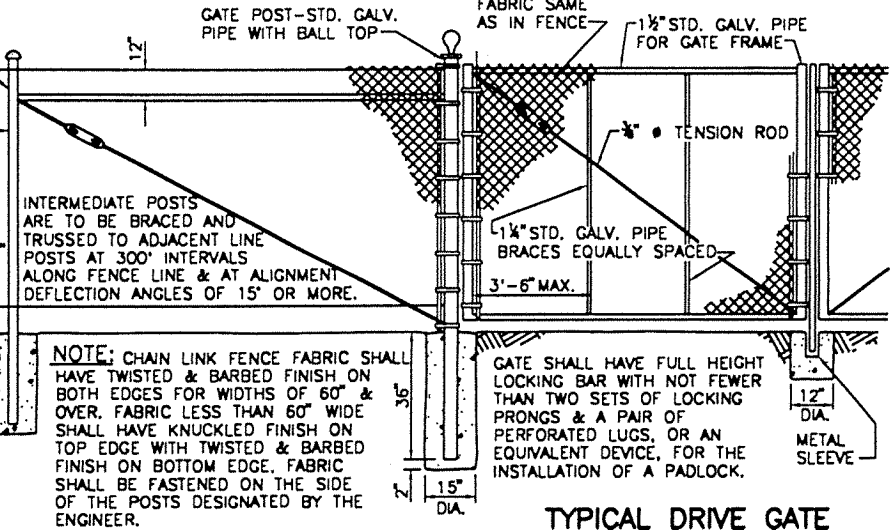


TYPICAL BARBED WIRE FENCE & DRIVE GATES

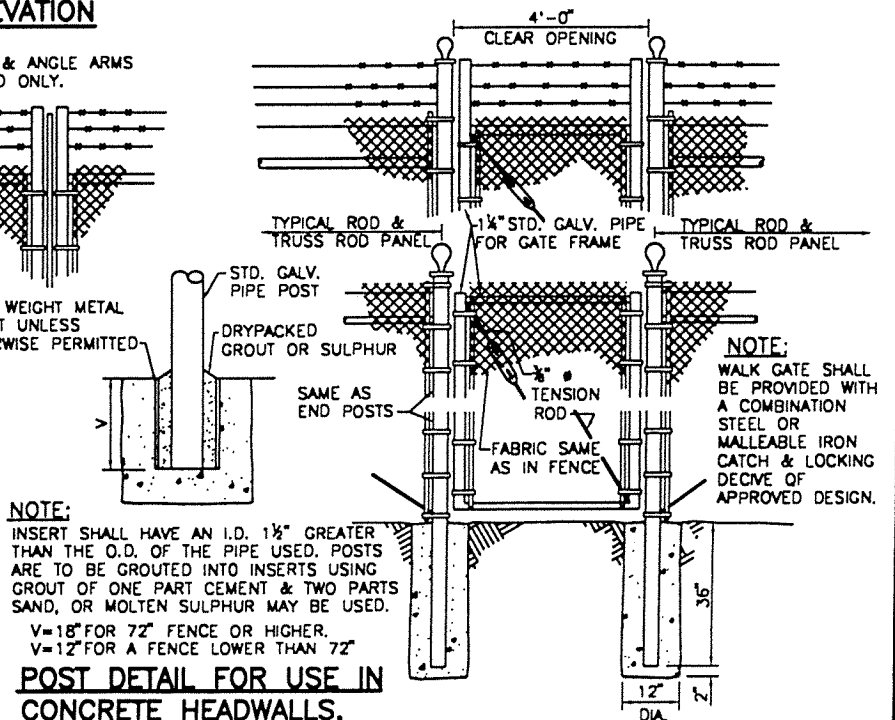
GENERAL NOTES:

- ALL POSTS SHALL BE STANDARD GALVANIZED PIPE & SHALL CONFORM TO THE FOLLOWING:

	SIZE	WT. PER LIN. FT. BEFORE GALV.
FOR 72" FENCE & OVER:		
END, CORNER & INTERMEDIATE POSTS	2 1/2"	5.79 LBS.
LINE POSTS	2"	3.65 LBS.
DRIVE GATE POSTS-SINGLE TO 6' OR DBL. TO 12' OPENINGS	3"	7.58 LBS.
DRIVE GATE POSTS-SINGLE OVER 6' TO 13' OR DBL. OVER 12' TO 26' INCLUSIVE OPENINGS	4"	10.79 LBS.
FOR FENCE LESS THAN 72":		
END, CORNER & INTERMEDIATE POSTS	2"	3.65 LBS.
LINE POSTS	2 1/2"	5.79 LBS.
DRIVE GATE POSTS-SINGLE TO 6' OR DBL. TO 12' OPENINGS	1 1/2"	2.72 LBS.
DRIVE GATE POSTS-SINGLE OVER 6' TO 13' OR DBL. OVER 12' TO 26' INCLUSIVE OPENINGS	3 1/2"	9.11 LBS.
- ALL POSTS SHALL BE FITTED WITH APPROVED TOPS.
- ALL WALK & DRIVE GATES SHALL BE HUNG BY TWO MALLEABLE IRON HINGES. BOTTOM HINGE TO BE BALL & SOCKET TYPE.



TYPICAL DRIVE GATE



POST DETAIL FOR USE IN CONCRETE HEADWALLS, RETAINING WALLS, ETC.

TYPICAL WALK GATE



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.3

DATE: October 7, 2025
TO: City Council
FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org
SUBJECT: Monthly Investment Report for the period ending August 31, 2025.

RECOMMENDATION

That the City Council receive and file the monthly investment report. This is an information item.

(This item did not originate in 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 August 31, 2025 was \$451.8 million, with \$14.3 million in cash accounts and \$437.5 million in investments, as summarized in the table below.

Cash and Investment Position	August-2025
Cash	
Bank of America General Account	\$ 9,119,633.80
Bank of America Successor Agency Account	4,655,985.39
Bank of America Citations Account	539,882.81
Bank of America Golf Course Account	-
Total Cash	14,315,502.00
Investments	
Local Agency Investment Fund (LAIF)	47,000,000.00
Ventura County Investment Pool (VCIP)	52,280,108.47
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	-
Medium Term Notes *	22,077,419.27
U.S. Treasury Notes *	10,006,735.00
U.S. Government Sponsored Entities *	306,184,581.47
Total Investments	437,548,844.21
Total Cash and Investments	\$ 451,864,346.21

* Market Value

Statutory Compliance:

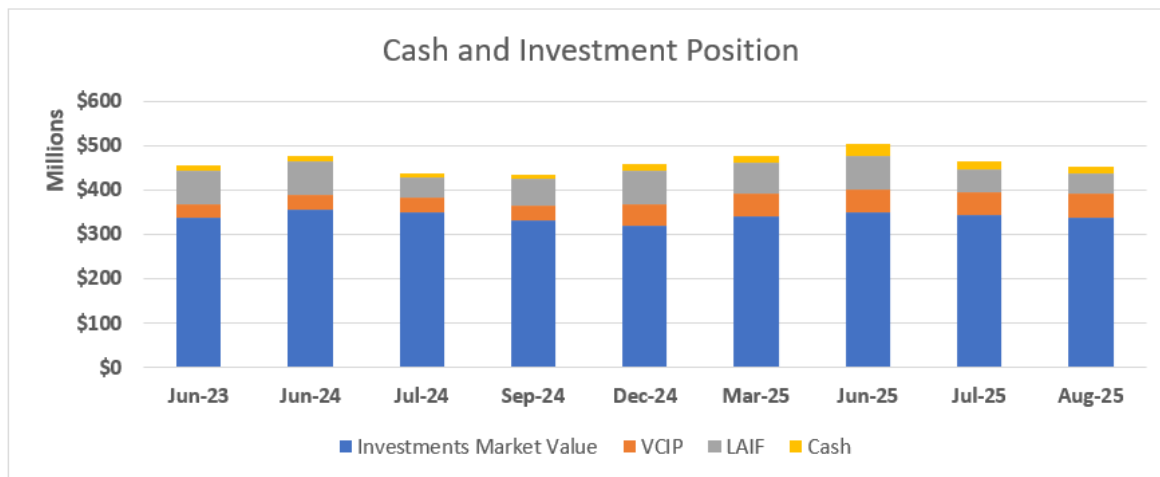
All investment transactions have been executed in conformance with the City's Investment Policy and the California Government Code. The table below represents the City's investment portfolio as of August 31, 2025 by authorized investment and duration for a total portfolio amount of \$437.5 million.

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	\$47.00	\$-	\$-	\$47.0	4.26%	10.74%
VCIP	n/a	52.3	-	-	52.3	4.51%	11.95%
Federal Agencies	n/a	100.3	173.8	32.0	306.2	2.72%	69.98%
Medium Term Notes	30%	20.1	2.0	-	22.1	1.47%	5.05%
Treasuries	n/a	5.0	5.0	-	10.0	4.05%	2.29%
Total Investment		\$224.7	\$180.8	\$32.0	\$437.5	3.06%	100%

*Total may not add due to rounding

Portfolio Trends:

The cash and investment position, as of August 31, 2025, decreased by \$13.3 million compared with the prior month. The decrease is driven by regular City activities and the debt service payments from the Successor Agency. The trend for the cash and investment position is represented in the following chart.



The California Government Code and the City's Investment Policy define 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.

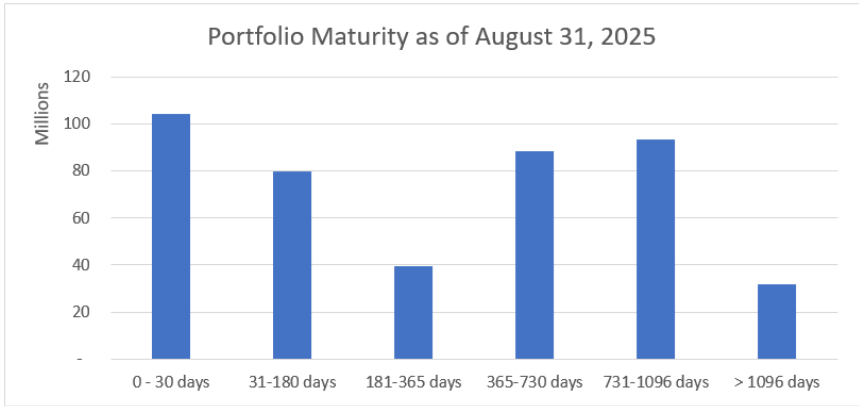


**City of Oxnard
Portfolio Summary Statistics
Sorted by Fund
August 31, 2025**

City of Oxnard

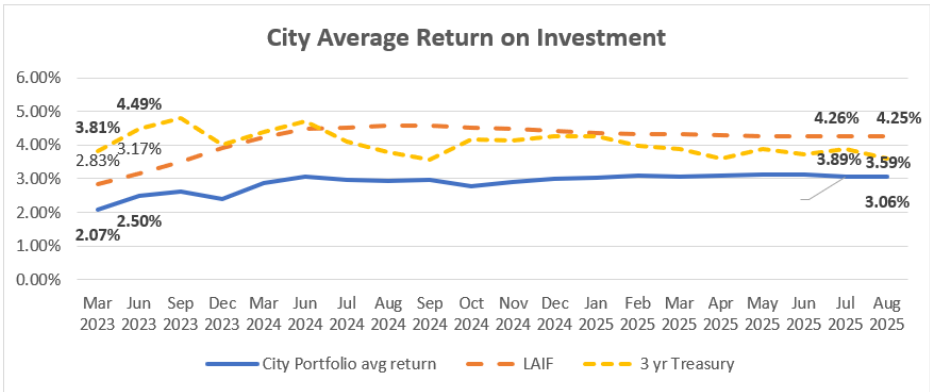
Investment Type	Par Value	Book Value	Market Value	% of the Portfolio	Market Price	WAM	WAC	YTM	YTW	Accrued Interest	Unrealized G/L
County Investment Pool	52,280,108.47	52,280,108.47	52,280,108.47	11.86	0.000	1	0	4.510	4.510	399,484.54	0.00
Federal Agency Coupon	309,330,000.00	309,062,693.67	306,184,581.47	70.11	98.981	588	99	2.715	2.705	1,734,241.18	-2,878,112.20
Local Agency Investment Funds	47,000,000.00	47,000,000.00	47,000,000.00	10.66	0.000	1	0	4.258	4.258	407,718.08	0.00
Medium Term Notes	22,510,000.00	22,509,746.66	22,077,419.27	5.11	98.078	279	0	1.469	1.469	77,357.95	-432,327.39
Treasury Coupon Securities	7,500,000.00	7,492,490.93	7,515,510.00	1.70	100.207	298	0	4.156	4.156	109,849.06	23,019.07
Treasury Discounts -Amortizing	2,500,000.00	2,491,883.55	2,491,225.00	0.57	99.649	31	0	3.935	3.935	0.00	-658.55
Report Totals:	441,120,108.47	440,836,923.28	437,548,844.21	100 %	76.669	432	99	3.060	3.053	2,728,650.81	-3,288,079.07

The chart below represents the City’s investment portfolio classified by days until maturities from August 31, 2025. 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 City’s average return on investment for the month of May was 3.06%, LAIF average monthly effective yields for the same period was 4.25%. The City holds investments until maturity, and will evaluate reinvestment options based on market conditions and liquidity needs as those funds become available for investing in the upcoming months.

The next chart represents the City’s average return on investments, alongside with the 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.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

- 1. August 2025 Investment Report

2. Presentation August 2025 Investment Report

Investment report for the month Ended in August 31, 2025
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City of Oxnard

All Investment transactions have been executed in accordance with the criteria stated in the City's Investment Policy (Resolution No. 15,994) adopted by the City Council held on July 1, 2025

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
Chief Financial Officer
City of Oxnard

09/22/2025

Date

City of Oxnard
Cash and Investment Summary
Month Ended
August 31, 2025

Cash and Investment Position	August 2025
Cash	
Bank of America General Account	\$ 9,119,633.80
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U.S. Government Sponsored Entities *	306,184,581.47
Total Investments	437,548,844.21
Total Cash and Investments	\$ 451,864,346.21
* Market Value	

Investment Portfolio Detail
Fiscal Year 2025 - 2026
August 1 - August 31, 2025

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		52,280,108.47	52,280,108.47	52,280,108.47	4.510	1	4.510	
Federal Agency Coupon Securities									
31422XAS1	Farmer Mac	3/2/2021	1,000,000.00	982,852.00	1,000,000.00	0.61	182	0.61	3/2/2026
3133ERP70	Federal Farm Credit Bank	12/31/2024	10,000,000.00	10,136,520.00	9,990,443.49	4.25	847	4.294	12/27/2027
3133ERQ20	Federal Farm Credit Bank	12/31/2024	10,000,000.00	9,996,420.00	10,000,000.00	4.63	850	4.63	12/30/2027
3133ERT27	Federal Farm Credit Bank	1/16/2025	10,000,000.00	10,004,720.00	9,996,835.65	4.67	864	4.684	1/13/2028
3133ERN31	Federal Farm Credit Bank	1/16/2025	5,000,000.00	5,019,520.00	4,986,225.17	4.34	843	4.468	12/23/2027
3133ETJH1	Federal Farm Credit Bank	5/29/2025	5,000,000.00	5,019,860.00	5,000,000.00	4.6	1,366	4.6	5/29/2029
3133ENBK5	Federal Farm Credit Bank	10/20/2021	1,000,000.00	970,446.00	1,000,000.00	1.14	414	1.14	10/20/2026
3130AQKJ1	Federal Home Loan Bank	1/28/2022	1,000,000.00	970,124.00	1,000,000.00	1.7	514	1.7	1/28/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	973,975.00	1,000,000.00	2	534	2	2/17/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	973,975.00	1,000,000.00	2	534	2	2/17/2027
3130AQSM6	Federal Home Loan Bank	2/25/2022	1,000,000.00	974,366.00	1,000,000.00	2.05	542	2.05	2/25/2027
3130AQRH8	Federal Home Loan Bank	2/25/2022	1,000,000.00	973,826.00	1,000,000.00	2	542	2	2/25/2027
3130AQRK1	Federal Home Loan Bank	2/25/2022	1,000,000.00	974,081.00	1,000,000.00	2.03	542	2.03	2/25/2027
3130AQYG2	Federal Home Loan Bank	2/28/2022	1,000,000.00	981,413.00	1,000,000.00	2.5	542	2.493	2/25/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,000,000.00	1,954,258.00	2,000,000.00	2.25	549	2.25	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	976,370.00	1,000,000.00	2.2	549	2.2	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	976,370.00	1,000,000.00	2.2	549	2.2	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,300,000.00	1,269,281.00	1,298,823.50	2.2	549	2.264	3/4/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,700,000.00	2,638,248.30	2,699,185.50	2.25	549	2.271	3/4/2027
3130AR2D2	Federal Home Loan Bank	3/10/2022	1,000,000.00	995,528.00	1,000,000.00	3.25	555	3.034	3/10/2027
3130ARAX9	Federal Home Loan Bank	3/30/2022	1,000,000.00	986,822.00	1,000,000.00	3	570	3	3/25/2027
3130ARDV0	Federal Home Loan Bank	4/8/2022	1,000,000.00	987,439.00	1,000,000.00	3	570	3	3/25/2027
3130ARZF1	Federal Home Loan Bank	5/9/2022	2,600,000.00	2,599,511.20	2,600,000.00	3.4	8	3.401	9/9/2025
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	998,069.00	1,000,000.00	4	632	4	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	998,069.00	1,000,000.00	4	632	4	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	998,069.00	1,000,000.00	4	632	4	5/26/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,993,308.00	2,000,000.00	4	630	4	5/24/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,993,308.00	2,000,000.00	4	630	4	5/24/2027
3130ASFQ7	Federal Home Loan Bank	6/29/2022	1,000,000.00	996,597.00	999,908.61	4	666	4.006	6/29/2027
3130ASF38	Federal Home Loan Bank	7/22/2022	1,000,000.00	997,386.00	1,000,000.00	4.1	689	4.1	7/22/2027
3130ASNN5	Federal Home Loan Bank	7/28/2022	1,000,000.00	998,171.00	1,000,000.00	4.375	695	4.375	7/28/2027
3130B2ZR9	Federal Home Loan Bank	10/3/2024	2,500,000.00	2,494,145.00	2,500,000.00	4.05	753	0.56	9/24/2027
3130B33X9	Federal Home Loan Bank	10/18/2024	7,000,000.00	6,977,915.00	6,989,890.84	4.5	1,499	4.539	10/9/2029
3130B3UC5	Federal Home Loan Bank	11/26/2024	5,755,000.00	5,753,831.74	5,754,572.00	4.7	809	4.704	11/19/2027
3130APN43	Federal Home Loan Bank	12/31/2024	10,000,000.00	9,773,420.00	9,779,678.54	2.25	421	4.25	10/27/2026
3130B4B42	Federal Home Loan Bank	12/31/2024	10,000,000.00	10,001,230.00	9,996,119.40	4.625	843	4.643	12/23/2027

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3130B6EY8	Federal Home Loan Bank	5/29/2025	5,000,000.00	5,010,097.78	5,003,820.65	4.4	994	4.403	5/22/2028
3130B6J98	Federal Home Loan Bank	5/28/2025	5,000,000.00	5,007,460.00	5,001,709.59	4.5	991	4.511	5/19/2028
3130B6HM1	Federal Home Loan Bank	5/29/2025	5,000,000.00	5,010,590.00	5,000,000.00	4.52	1,366	4.52	5/29/2029
3130AKLL8	Federal Home Loan Bank	12/30/2020	2,000,000.00	1,975,644.00	2,000,000.00	0.5	120	0.5	12/30/2025
3130AKN36	Federal Home Loan Bank	1/20/2021	2,000,000.00	1,972,750.00	2,000,000.00	0.525	136	0.525	1/15/2026
3130AKNK8	Federal Home Loan Bank	1/20/2021	5,000,000.00	4,975,005.00	5,000,000.00	0.5	49	0.5	10/20/2025
3130AKNK8	Federal Home Loan Bank	1/20/2021	1,000,000.00	995,001.00	1,000,000.00	0.5	49	0.5	10/20/2025
3130AKQ74	Federal Home Loan Bank	1/22/2021	5,000,000.00	4,930,930.00	5,000,000.00	0.625	143	0.625	1/22/2026
3130AKMD5	Federal Home Loan Bank	1/26/2021	5,000,000.00	4,926,635.00	4,999,798.61	0.5	147	0.51	1/26/2026
3130AKNR3	Federal Home Loan Bank	1/26/2021	1,000,000.00	985,829.00	1,000,000.00	0.56	147	0.56	1/26/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,933,310.00	5,000,000.00	0.75	148	0.609	1/27/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,933,310.00	5,000,000.00	0.75	148	0.609	1/27/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,972,848.00	2,000,016.33	0.7	149	0.698	1/28/2026
3130AKRN8	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,971,356.00	2,000,000.00	0.65	149	0.65	1/28/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	5,000,000.00	4,932,120.00	5,000,000.00	0.7	149	0.7	1/28/2026
3130AKQ82	Federal Home Loan Bank	1/28/2021	1,500,000.00	1,478,214.00	1,500,000.00	0.6	149	0.6	1/28/2026
3130AKPN0	Federal Home Loan Bank	1/29/2021	2,000,000.00	1,970,766.00	2,000,000.00	0.6	150	0.6	1/29/2026
3130AKVN3	Federal Home Loan Bank	1/29/2021	1,000,000.00	985,140.00	1,000,000.00	0.52	150	0.52	1/29/2026
3130AKVQ6	Federal Home Loan Bank	1/29/2021	1,000,000.00	994,053.00	1,000,000.00	0.47	58	0.47	10/29/2025
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	985,582.00	1,000,000.00	0.75	161	0.539	2/9/2026
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	985,582.00	1,000,000.00	0.75	161	0.54	2/9/2026
3130AKTJ5	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,968,480.00	2,000,000.00	0.54	161	0.54	2/9/2026
3130AKVA1	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,971,164.00	2,000,000.00	0.75	161	0.564	2/9/2026
3130AKVR4	Federal Home Loan Bank	2/12/2021	1,000,000.00	984,331.00	1,000,000.00	0.55	164	0.55	2/12/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	2,000,000.00	1,968,324.00	1,999,519.44	0.625	176	0.676	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	983,221.00	999,923.11	0.6	176	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	5,000,000.00	4,916,105.00	4,999,615.56	0.6	176	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	3,000,000.00	2,949,663.00	3,000,000.00	0.6	176	0.6	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	983,221.00	999,951.94	0.6	176	0.61	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	983,221.00	999,951.94	0.6	176	0.61	2/24/2026
3130ALCB8	Federal Home Loan Bank	2/24/2021	1,000,000.00	983,947.00	1,000,000.00	0.68	176	0.68	2/24/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	1,000,000.00	984,162.00	999,951.94	0.625	176	0.635	2/24/2026
3130ALFS8	Federal Home Loan Bank	3/10/2021	1,000,000.00	983,282.00	1,000,000.00	0.8	190	0.8	3/10/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	982,530.00	1,000,000.00	0.8	196	0.8	3/16/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	982,530.00	1,000,000.00	0.8	196	0.8	3/16/2026
3130ALGB4	Federal Home Loan Bank	3/17/2021	1,000,000.00	982,446.00	1,000,000.00	0.8	197	0.8	3/17/2026
3130ALGJ7	Federal Home Loan Bank	3/23/2021	975,000.00	958,368.45	975,000.00	1	203	1	3/23/2026
3130ALGC2	Federal Home Loan Bank	3/23/2021	1,000,000.00	982,604.00	1,000,000.00	0.875	203	0.875	3/23/2026
3130ALLN2	Federal Home Loan Bank	3/24/2021	2,000,000.00	1,971,434.00	2,000,000.00	1.5	204	0.871	3/24/2026
3130AM2F8	Federal Home Loan Bank	4/29/2021	1,000,000.00	981,112.00	1,000,000.00	1.125	240	1.125	4/29/2026
3130AM4L3	Federal Home Loan Bank	4/29/2021	1,000,000.00	982,315.00	1,000,000.00	1.25	240	1.1	4/29/2026

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3130AMJH6	Federal Home Loan Bank	5/26/2021	1,000,000.00	978,738.00	1,000,000.00	1.05	267	1.05	5/26/2026
3130AML42	Federal Home Loan Bank	5/27/2021	1,000,000.00	980,120.00	1,000,000.00	1.2	268	0.957	5/27/2026
3130AMCM2	Federal Home Loan Bank	6/3/2021	1,250,000.00	1,247,737.50	1,249,955.91	4	253	1.543	5/12/2026
3130AMM41	Federal Home Loan Bank	6/16/2021	5,000,000.00	4,884,175.00	5,000,000.00	1	288	1	6/16/2026
3130AMPT3	Federal Home Loan Bank	6/23/2021	5,000,000.00	4,883,005.00	5,000,000.00	1.03	295	1.03	6/23/2026
3130AMYP1	Federal Home Loan Bank	7/15/2021	3,000,000.00	2,927,691.00	3,000,000.00	1.125	317	1.125	7/15/2026
3130ANWH9	Federal Home Loan Bank	9/24/2021	1,000,000.00	971,169.00	1,000,000.00	1.08	379	1.08	9/15/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	969,503.00	1,000,000.00	1.1	407	1.1	10/13/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	969,503.00	1,000,000.00	1.1	407	1.1	10/13/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	968,822.00	1,000,000.00	1.05	409	1.05	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	968,822.00	1,000,000.00	1.05	409	1.05	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	968,822.00	1,000,000.00	1.05	409	1.05	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	968,713.00	999,932.67	1.04	409	1.046	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	968,822.00	1,000,000.00	1.05	409	1.05	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	968,713.00	1,000,000.00	1.04	409	1.04	10/15/2026
3130APAY1	Federal Home Loan Bank	10/21/2021	3,000,000.00	2,906,877.00	3,000,000.00	1.1	415	1.1	10/21/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	1,000,000.00	969,445.00	1,000,000.00	1.15	416	1.15	10/22/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	2,000,000.00	1,938,890.00	2,000,000.00	1.15	416	1.15	10/22/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,938,624.00	2,000,000.00	1.2	420	1.2	10/26/2026
3130APC45	Federal Home Loan Bank	10/26/2021	1,000,000.00	963,772.00	1,000,000.00	1.18	420	1.18	10/26/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,938,624.00	1,999,769.44	1.2	420	1.21	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	970,299.00	1,000,000.00	1.25	420	1.25	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,940,598.00	2,000,000.00	1.25	420	1.25	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	970,299.00	1,000,000.00	1.25	420	1.25	10/26/2026
3130APG82	Federal Home Loan Bank	10/28/2021	1,000,000.00	982,327.00	1,000,000.00	1.5	422	1.264	10/28/2026
3130APHV0	Federal Home Loan Bank	10/28/2021	2,000,000.00	1,938,840.00	2,000,000.00	1.18	422	1.18	10/28/2026
3130APDQ5	Federal Home Loan Bank	10/28/2021	1,000,000.00	970,207.00	1,000,000.00	1.25	422	1.25	10/28/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	969,426.00	1,000,000.00	1.25	435	1.25	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	969,426.00	999,404.17	1.25	435	1.302	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	969,426.00	1,000,000.00	1.25	435	1.25	11/10/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	970,457.00	1,000,000.00	1.375	441	1.375	11/16/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	970,457.00	1,000,000.00	1.375	441	1.375	11/16/2026
3130APL37	Federal Home Loan Bank	11/16/2021	1,000,000.00	970,750.00	1,000,000.00	1.4	441	1.4	11/16/2026
3130APNK7	Federal Home Loan Bank	11/18/2021	1,000,000.00	970,337.00	1,000,000.00	1.375	443	1.375	11/18/2026
3130APPZ2	Federal Home Loan Bank	11/23/2021	1,000,000.00	971,528.00	1,000,000.00	1.5	448	1.5	11/23/2026
3130AQ3T8	Federal Home Loan Bank	12/23/2021	1,000,000.00	976,609.00	1,000,000.00	2	478	1.641	12/23/2026
3130AQAB9	Federal Home Loan Bank	12/30/2021	1,250,000.00	1,214,067.50	1,250,000.00	1.625	485	1.625	12/30/2026
3134GXQF4	Federal Home Loan Mtg Corp	4/13/2022	1,000,000.00	989,821.00	1,000,000.00	3.25	589	3.25	4/13/2027
3134GXSH8	Federal Home Loan Mtg Corp	5/17/2022	1,000,000.00	998,550.00	1,000,000.00	4	623	4	5/17/2027
3134GXTE4	Federal Home Loan Mtg Corp	5/27/2022	1,000,000.00	999,345.00	1,000,000.00	4	633	4	5/27/2027
3134GXE67	Federal Home Loan Mtg Corp	7/28/2022	1,000,000.00	998,250.00	1,000,000.00	4.25	695	4.25	7/28/2027

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3134GXQ23	Federal Home Loan Mtg Corp	8/25/2022	1,000,000.00	997,836.00	1,000,000.00	4.25	723	4.25	8/25/2027
3137EAEX3	Federal Home Loan Mtg Corp	10/3/2024	2,500,000.00	2,494,280.00	2,494,669.71	0.375	22	3.966	9/23/2025
3134HAF40	Federal Home Loan Mtg Corp	11/26/2024	5,000,000.00	5,003,740.00	5,000,000.00	4.7	816	4.7	11/26/2027
3134HAF40	Federal Home Loan Mtg Corp	11/26/2024	5,000,000.00	5,003,740.00	5,000,000.00	4.7	816	4.7	11/26/2027
3134HA3T8	Federal Home Loan Mtg Corp	1/17/2025	10,000,000.00	9,995,040.00	9,998,019.96	4.55	865	4.559	1/14/2028
3134HBBV2	Federal Home Loan Mtg Corp	2/28/2025	10,000,000.00	9,996,260.00	10,000,000.00	4.47	907	4.47	2/25/2028
3134HBBU4	Federal Home Loan Mtg Corp	2/27/2025	10,000,000.00	10,000,250.00	10,000,000.00	4.64	1,275	4.64	2/27/2029
3134HBSZ5	Federal Home Loan Mtg Corp	6/4/2025	5,000,000.00	5,006,105.00	5,000,000.00	4.55	1,372	4.55	6/4/2029
3134GKKJ2	Federal Home Loan Mtg Corp	1/22/2021	2,000,000.00	1,971,596.00	2,000,000.00	0.55	143	0.55	1/22/2026
Local Agency Investment Funds									
LAIF	LAIF		47,000,000.00	47,000,000.00	47,000,000.00	4.258	1	4.258	
Medium Term Notes									
037833EB2	Apple Inc.	2/8/2021	1,000,000.00	985,226.00	999,995.64	0.7	160	0.071	2/8/2026
06048WV98	Bank of America	5/27/2022	2,000,000.00	1,998,246.00	2,000,000.00	4.05	268	4.05	5/27/2026
06048WL32	Bank of America	2/24/2021	1,000,000.00	981,666.00	1,000,000.00	0.8	176	0.08	2/24/2026
06048WL99	Bank of America	5/14/2021	1,000,000.00	980,612.00	1,000,000.00	1.4	255	1.4	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,961,224.00	2,000,000.00	1.4	255	1.4	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,961,224.00	2,000,000.00	1.4	255	1.4	5/14/2026
06048WM64	Bank of America	7/12/2021	1,000,000.00	976,797.00	999,751.02	1.2	297	1.231	6/25/2026
06048WM72	Bank of America	7/30/2021	1,000,000.00	973,665.00	1,000,000.00	1.2	332	1.2	7/30/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	968,341.00	1,000,000.00	1.25	388	1.25	9/24/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	968,341.00	1,000,000.00	1.25	388	1.25	9/24/2026
17290A2M1	Citi Bank	7/21/2021	1,000,000.00	972,367.00	1,000,000.00	1.4	323	1.4	7/21/2026
38150AH99	Goldman Sachs	8/17/2021	1,000,000.00	973,399.00	1,000,000.00	1.35	350	1.35	8/17/2026
24422EVK2	John Deere Capital	1/27/2021	3,000,000.00	2,960,352.00	3,000,000.00	0.7	136	0.7	1/15/2026
48133MAB6	JP Morgan	8/15/2022	1,000,000.00	1,000,442.00	1,000,000.00	4.2	711	4.2	8/13/2027
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	962,440.00	1,000,000.00	1.2	361	1.2	8/28/2026
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	962,440.00	1,000,000.00	1.2	361	1.2	8/28/2026
53961LAF6	Local Initiatives Support	1/28/2021	1,510,000.00	1,490,637.27	1,510,000.00	0.95	136	0.95	1/15/2026
Treasury Coupon Securities									
91282CFP1	U.S. Treasury	10/3/2024	2,500,000.00	2,499,885.00	2,500,980.37	4.25	44	3.914	10/15/2025
91282CLS8	U.S. Treasury	11/26/2024	5,000,000.00	5,015,625.00	4,991,510.56	4.125	425	4.277	10/31/2026
Treasury Discounts -Amortizing									
912797MS3	U.S. Treasury	10/3/2024	2,500,000.00	2,491,225.00	2,491,883.55	3.77	31	3.935	10/2/2025
			\$441,120,108.47	\$437,548,844.21	\$440,836,923.28				

Investment activities for the month of June 2025

Investment Purchases

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
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	8/27/2025	Deposit		LAIF		7,000,000.00		
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Total Purchases						\$ 7,000,000.00		
------------------------	--	--	--	--	--	------------------------	--	--

Investment Maturities, Calls & Sales

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
----	------	-------------	-------	---------------------	------	------------	------------------------------------	----------

	8/1/2025	Maturity	06051GFS3	Bank of America		1,000,000.00	0.804	8/1/2025
	8/8/2025	Withdrawal		LAIF		10,000,000.00		
	8/15/2025	Call	3130AYYJ9	Federal Home Loan Bank		1,000,000.00	5.000	2/15/2029
	8/18/2025	Maturity	06048WS43	Bank of America		3,000,000.00	2.000	8/18/2025
	8/20/2025	Maturity	037833DX5	Apple Inc.		1,000,000.00	0.537	8/20/2025

Total Maturities, Calls & Sales						\$ 16,000,000.00		
--	--	--	--	--	--	-------------------------	--	--

City of Oxnard Monthly Investment Report as of August 31, 2025 October 7, 2025

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

That The City Council receive and file the City of Oxnard Monthly Investment Report as of August 31, 2025.

City of Oxnard Cash and Investment as of August 31, 2025

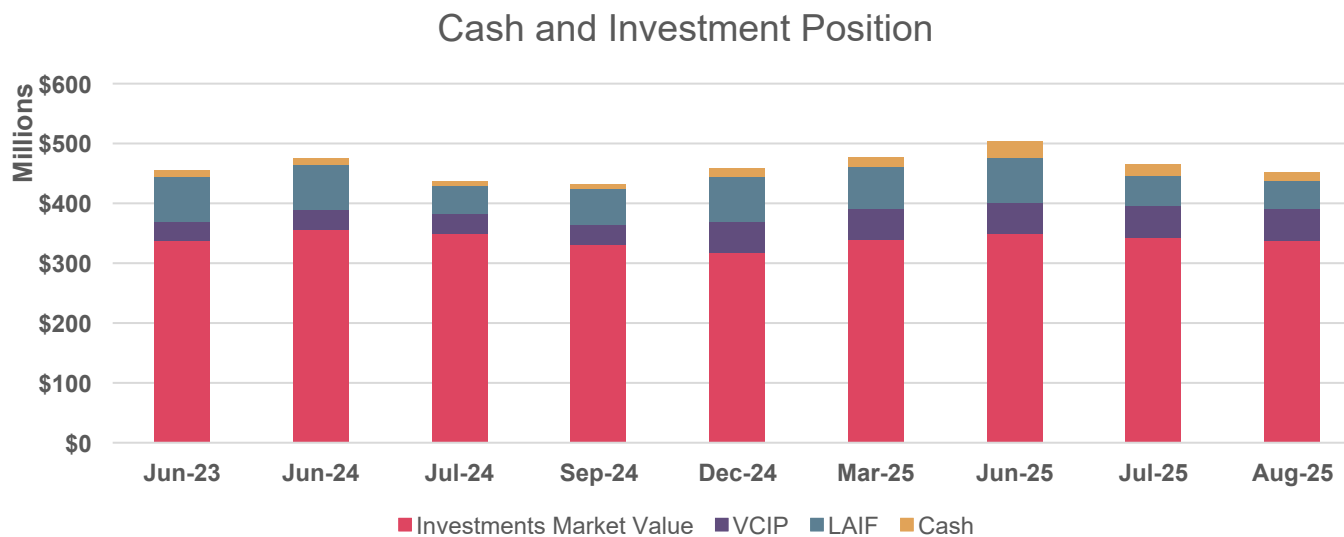
Cash and Investment Position	August 2025
Cash	
Bank of America General Account	\$ 9,119,633.80
Bank of America Successor Agency Account	4,655,985.39
Bank of America Citations Account	539,882.81
Bank of America Golf Course Account	-
Total Cash	14,315,502.00
Investments	
Local Agency Investment Fund (LAIF)	47,000,000.00
Ventura County Investment Pool (VCIP)	52,280,108.47
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	-
Medium Term Notes *	22,077,419.27
U.S. Treasury Notes *	10,006,735.00
U.S. Government Sponsored Entities *	306,184,581.47
Total Investments	437,548,844.21
Total Cash and Investments	<u>\$ 451,864,346.21</u>
* Market Value	

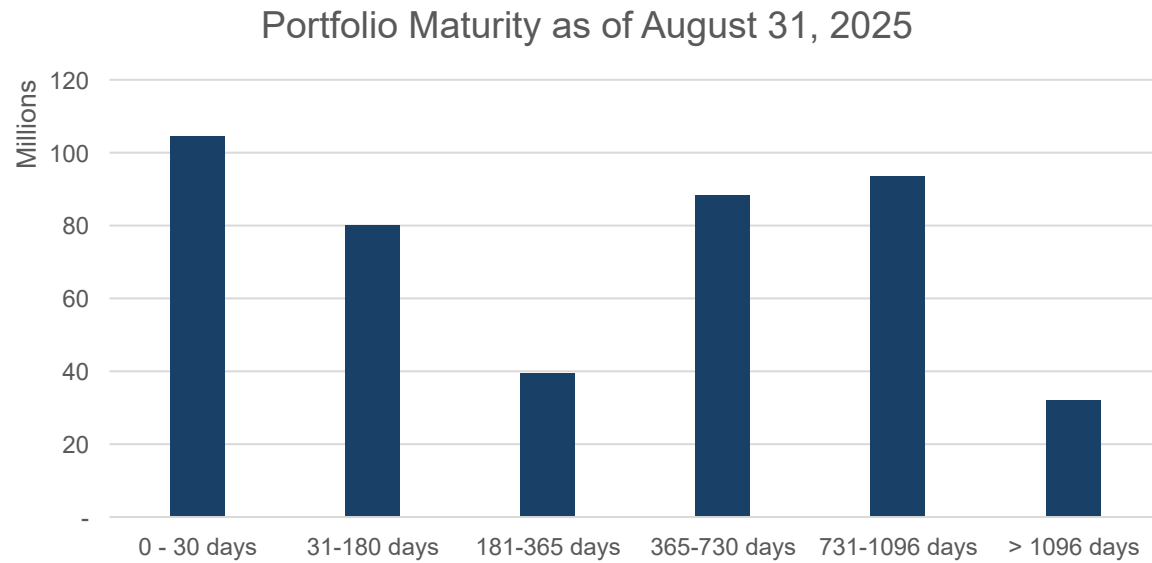
Investment Compliance

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	\$47.00	\$-	\$-	\$47.0	4.26%	10.74%
VCIP	n/a	52.3	-	-	52.3	4.51%	11.95%
Federal Agencies	n/a	100.3	173.8	32.0	306.2	2.72%	69.98%
Medium Term Notes	30%	20.1	2.0	-	22.1	1.47%	5.05%
Treasuries	n/a	5.0	5.0	-	10.0	4.05%	2.29%
Total Investment		\$224.7	\$180.8	\$32.0	\$437.5	3.06%	100%

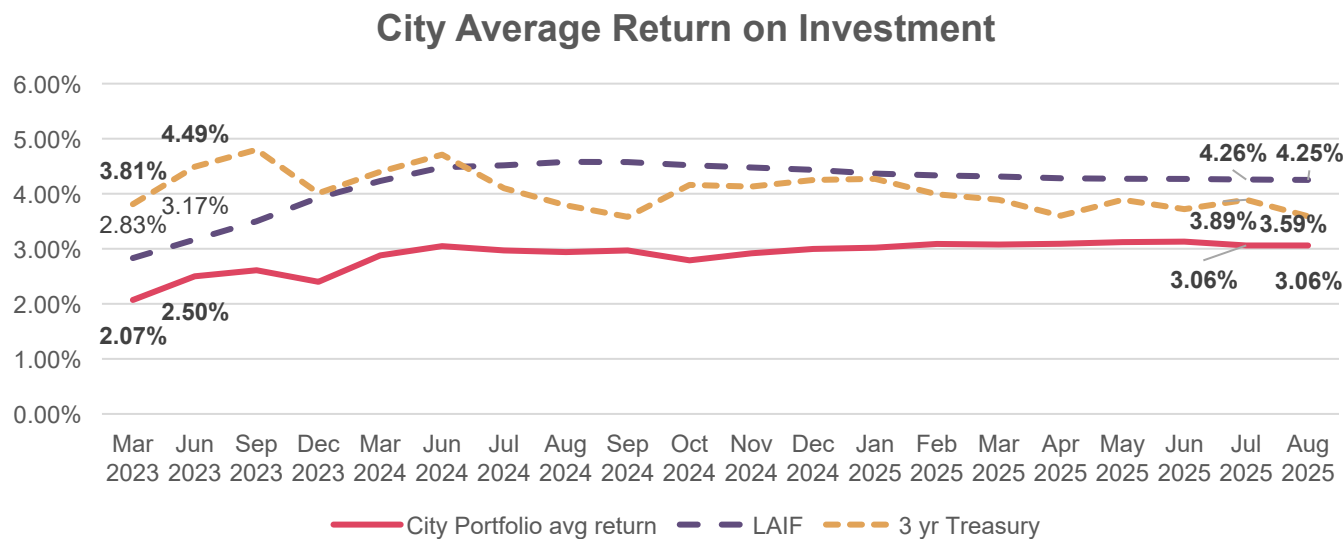
*Total may not add due to rounding

Cash and Investment Trend





Investment Return Trend



That The City Council receive and file the City of Oxnard Monthly Investment Report as of August 31, 2025.



Questions / Discussion



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.4

DATE: October 7, 2025

TO: City Council

FROM: Brenda Lopez, Housing Director, (805) 385-8092, brenda.lopez@oxnard.org

SUBJECT: Amendment and Extension of the Agreements with local hotel operators in support of the Encampment Resolution Funding Program.

RECOMMENDATION

That the City Council approve and authorize the City Manager, or designee, to negotiate and execute agreement amendments with local hotel operators to offer non-congregate shelter.

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

BACKGROUND

On September 19, 2023, the City Council approved receipt, and authorized appropriation, of an Encampment Resolution Funding Program grant (The Program) from the State of California in the amount of \$4,015,638.88 to respond to the continuing need at homeless encampments located on McWane Boulevard and at Fifth Street east of Harbor Boulevard. In addition, City Council authorized the City Manager to execute an agreement with the County of Ventura and the Ventura County of Continuum of Care for encampment response services and an agreement with LeSar Support Services (Agreement No. 32400182) for grant administration.

On November 7, 2023, the City Council authorized the Mayor to execute an agreement (Agreement No. 32400434) with the County of Ventura for partnership in delivery of encampment response outreach and case management services in an amount not to exceed \$1,163,614.34 through October 31, 2024. Additionally, City Council authorized staff to negotiate and execute agreements with local hotel operators between November 1, 2023 and August 30, 2024.

On September 17, 2024, the City Council approved a First Amendment to Agreement No. 32400434. This amendment increased the not to exceed total of the agreement to \$1,308,614.34, and extended the agreement through April 30, 2025. City Council also authorized staff to negotiate and execute agreements with local hotel operators through February 28, 2025.

On February 18, 2025, the City Council approved a Second Amendment to Agreement No. 32400434. This amendment increased the not to exceed total of the agreement to \$1,558,614.34, and extended the agreement through August 31, 2025. In addition, staff was authorized to negotiate and execute agreements with local hotel operators through August 31, 2025. As stated in the February 18, 2025 Council staff report, if the Casa de Carmen (2nd & B) permanent supportive housing units was not completed by August 31, 2025, staff may return to Council to request authorization to extend the agreements and appropriate additional funds in support of the Program.

DISCUSSION

The Encampment Resolution Funding Program ("The Program") has allowed the City of Oxnard and the County of Ventura to cooperate in an effort to relocate people from the above-mentioned encampments and provide interim non-congregate shelter (local hotel rooms). After the transition, case management services have been organized to identify

permanent supportive housing units for the clients. As of September 2025, 40 clients in The Program have been matched to a permanent supportive housing unit. There are still 21 clients remaining in The Program, out of which 19 have been matched to a unit at Casa De Carmen.

At this time, The Program is primarily awaiting the completion of the Casa de Carmen permanent supportive housing units to transition the remaining clients. Originally, the Casa de Carmen was scheduled to be completed in early February 2024. Unfortunately, completion of construction had been delayed from early February 2024 to August 2025. The unexpected delay, primarily related to a lengthy approval process from Southern California Edison (SCE) of the development's underground utility plan. On September 3, 2025, staff was notified that the project did not pass its elevator inspection, which was the final step to begin move-ins. At this time, the necessary work and reinspection is tentatively scheduled for the last week of September 2025, this in turn will delay the transition of clients into the month of October 2025. The unexpected delay has created a need to extend The Program to avoid exiting people and returning them to unsheltered homelessness. Staff recommends that The Program continue until the Casa de Carmen project is completed.

The extension of The Program will require extensions of existing agreements with hotel operators to offer non-congregate shelter until the project is completed. To fund the hotel operations, the remaining balance for Agreement No. 32400182 (LeSar Support Services) and for Agreement No. 32400434 (County of Ventura) will be disencumbered.

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

There are sufficient funds available through the existing Encampment Resolution Funding Program Grant (State Grant Fund 210) and Community Development Block Grant CARES Act (Fund 201) to fund the amendment amounts of \$75,000 and \$125,000, respectively.

For Finance Use Only: CDBG-CV Fund (Org. 2018101-53200, Project #G2015) Encampment Resolution Funding Program Grant (Org. 2108103-53200, Project #G2416)

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously approved by City Council.

Prepared by: Brenda Lopez, Housing Director

ATTACHMENTS

1. Attachment 1- Hotel Operator Agreements

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "Amendment") is made as of August 15, 2025, between Flamingo Motel Shiv, LLC, a California limited liability company ("Landlord"), and City Of Oxnard ("Tenant").

RECITALS

A. Landlord and Tenant executed that certain Hotel Lease document dated **April 4, 2025** (the "Lease Document"). Pursuant to the Lease document Landlord has leased to Tenant that certain space (the "Existing Space") containing four (4) rooms with the address of **421 N Oxnard Boulevard, Oxnard, CA 93030** (the "Premises"), as more particularly described in the Lease document.

B. Landlord and Tenant desire to extend the term of the Lease in accordance with the terms and conditions set forth in this Amendment.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, Landlord and Tenant agree as follows:

1. Amendment of Lease.

A. **Extension of Lease Term.** The Term of Lease shall be extended from August 31, 2025 to September 30, 2025.

B. **Rooms:** City shall lease one (1) room at Flamingo Motel.

C. **Exit Strategy:** In anticipation of the closing date of the shelter program (summer 2025), the number of occupants that are currently in the shelter program will be reduced. City of Oxnard reserves the right to reduce the number of individual rooms leased. If the exit is initiated by the City, City staff shall notify the Landlord at least forty-eight (48) hours in advance of a client's impending exit from the program and the lease of the room shall end upon occupants' exit. If the exit is initiated by the motel property, then the City and Landlord shall discuss an exit date based on the exigency of the situation.

D. **Real Estate Brokers.** CBRE, Inc. is the real estate broker or agent who is or may be entitled to any commission or finder's fee in connection with the representation of Tenant in this Amendment and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, attorneys' fees and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such Tenant's discussions, negotiations and/or dealings with any real estate broker or agent other than CBRE, Inc.

2. General Provisions

A. **Effect of Amendment.** The original Lease document is unmodified except as expressly set forth in this Amendment. Except for the modifications to the Lease document set forth in this Amendment, the Lease document remains in full force and effect. To the extent any provision of the Lease document conflicts with or are in any way inconsistent with this Amendment, the Lease document is deemed to conform to the terms and provisions of this Amendment.

B. **Binding Effect.** The provisions of this Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No amendment, modification or

supplement to this Amendment shall be binding upon the parties unless in writing and executed by Landlord and Tenant.

C. Submission of Amendment. The submission of this Amendment for examination and negotiation does not constitute an offer to execute this Amendment by Landlord. This Amendment shall become effective and binding only upon execution and delivery hereof by Landlord and Tenant. No act or omission of any officer, employee or agent of Landlord or Tenant shall alter, change or modify any of the provisions hereof.

IN WITNESS WHEREOF, Landlord and Tenant have acknowledged and accept the terms of this First Amendment.

LANDLORD:

Flamingo Motel Shiv, LLC, a California limited liability company

DocuSigned by:
By: R. Bhakta
RK Bhakta DD1084C1...

TENANT:

CITY OF OXNARD

Signed by:
By: Brenda Lopez
1B6812C817CE477...
Name: Brenda Lopez
Title: Housing Director

Approved as to Form:

DocuSigned by:
By: Jason Zaragoza
4A5CF92A09404C9...
Name: Jason Zaragoza, City



Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

If you are a Listing Agent - you must deliver the form to the seller/lessor before entering into the listing agreement. If the buyer/lessee is not represented by an agent, you must also deliver the form to it within one business day after receiving an offer from the buyer/lessee.

If you are the Buyer's Agent - you must deliver the form to the buyer/lessee as soon as the buyer/lessee seeks your services, but in any event before the buyer/lessee signs an offer. In addition, you must also deliver the form to the seller/lessor before or concurrently with presenting an offer.

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

CBRE, INC.

Agent

Associate Licensee Signature

(Date)

Lawrence Tanji

Associate Licensee Printed Name

Signed by:

9/8/2025

Buyer/Lessee Signature

(Date)

Buyer/Lessee Printed Name

8/19/2025

Seller/Lessor Signature

(Date)

Rajesh K. Bhakta

Seller/Lessor Printed Name

2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.
- (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.
- (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.
- (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
- (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
- (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
- (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller.
- (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.
- (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
- (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.
- (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.
- (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.
- (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

- (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
- (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision.
- (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.
- (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17.

- (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.
- (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.
- (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

SAMPLE ONLY – DO NOT FILL OUT

_____ is the Listing agent of (check one): () the seller exclusively; or () both the buyer and seller.
 _____ is the Selling agent, *if not the same as the Listing Agent*, of (check one): () the buyer exclusively; or () the seller exclusively; or () both the buyer and seller.

- (d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

LEASE AGREEMENT
421 N. Oxnard Boulevard
Oxnard, CA 93030

This Lease Agreement ("Agreement"), effective as of April 4, 2025, is made and entered into by and between the City of Oxnard ("City") and Flamingo Motel Shiv, LLC, a California limited liability company ("Lessor"). City and Lessor may be referred to individually as a "Party" or collectively as the "Parties."

The Parties agree as follows:

1. **PROPERTY LEASED.** Lessor hereby leases to City and City hereby leases from Lessor a portion of Assessor's Parcel Number 200-0-051-060, improved as a motel property, containing a twenty (20)-room motel building of approximately 4,500 square feet of area ("Building"), with an adjacent parking lot ("Parking Lot"), commonly known and referred to as 421 N. Oxnard Boulevard, Oxnard (collectively, the "Premises"). The Premises are more particularly shown on Exhibit "A," which will depict four (4) rooms to be leased, attached hereto and made a part hereof by this reference. The Lessor's motel employees shall be onsite daily to assist with any maintenance and housekeeping issues and key card access to the guest rooms. Landlord shall accept reservations made by telephone 805-407-2299. Hotel's check-in and check-out time are 4:00 pm and 12:00 noon respectively. Guests will be permitted to check in early or check out later, subject to room availability.
2. **TERM.** The term of this Agreement shall be four (4) months three (3) weeks and one (1) day and shall commence on April 9, 2025, and terminate on August 31, 2025, ("Term"), subject to City's right of Early Termination as more particularly described in Article 38.
3. **RENT.** City shall pay to Lessor, during the term of this Agreement, all-inclusive monthly rent of \$115.00 per night, per room (Single bed-allocated three) and \$140.00 per night, per room for two beds (Multi-guest allocated one). Pets shall be allowed at the additional cost of \$35.00 per pet, per night. The rent is payable in advance on the first day of each and every calendar month. Landlord shall establish a master account for Tenant for those specifically authorized by Tenant ("The Master Account"), including any damages caused by the occupants. Master Account charges will be billed to the Tenant at the end of each month. Master account charges shall be paid fifteen (15) days after receipt of month end billing. There shall be no pass through of any operating expenses from Lessor to City other than costs incurred by Lessor to repair damages to the Premises caused by the sole negligence or misconduct of City, its agents, servants, employees, contractors, or patrons, or the occupants of the Premises. If, through no fault of City or its directors, officers, employees, contractors, invitees, licensees or program participants, any Room Block room is unavailable for City's use, City shall not be charged the nightly rate for such room or rooms. In the event of overpayment, such overpayment shall be refunded to City or credited against future nightly rate charges, as the Parties agree.
4. **HOLDOVER.** If City holds possession of the Premises after the expiration of the term of this Agreement, or any extension thereof, with consent of Lessor, either expressed or implied, City shall become a tenant from month-to-month at the rental amount paid for the last month of the Term of this Agreement. Such tenancy will be subject to all of the terms and conditions of this Agreement. After an extension period of six (6) months the rent may be revised.
5. **USE.** The Premises shall be used for the following specified purpose and shall not be used for any other purpose without first obtaining the written consent of Lessor:

GENERAL MOTEL USE - PUBLIC SERVICE

6. SIGNS. City shall have the right, at the City's sole cost and expense, to install any signs appropriate for the identification of the Premises subject to the City of Oxnard's approval and issuance of any required permit(s). Lessor shall not install signs on the Premises without the written consent of the City.
7. ALTERATIONS BY CITY. During the Term or any extension thereof, City shall have the right, at City's sole expense, to make installations, modifications and improvements to the Premises, provided, however, that the basic structure shall not be altered. All improvements, installations and modifications installed by City during the Term of this Agreement shall be considered personal property of City and City may, at its option, remove any or all of such items at any time during the Term of this Agreement or any extension thereof. Upon the expiration or termination of this Agreement, City shall remove all such improvements, installations and modifications at City's sole cost and expense. If City removes any of such items, City shall restore the portion of the Premises affected by such removal, as nearly as practicable to its condition as of the date of occupancy by City, normal wear and tear excepted.
8. PARKING. City, its agents, invitees, employees, contractors and patrons shall have use of all the unreserved parking spaces in the Parking Lot adjacent to the Building for the Term of the Agreement or any extension thereof. This parking is included in the rent paid by City each month. Further defined in Exhibit C (Flamingo Motel 421 North Oxnard Blvd Rules).
9. PRORATION OF RENT. If rent due under this Agreement for any calendar month should be for less than a full month, the rent due for that month shall be prorated on the basis of a 30-day month.
10. CONSTRUCTION OF TENANT IMPROVEMENTS BY LESSOR. None.
11. DELAY IN DELIVERY OF POSSESSION. If possession of the Premises is not delivered to City ready for occupancy within 30 days after the date of execution of this Agreement (the "Termination Trigger Date"), City may terminate this Agreement without further obligation by so advising Lessor in writing. Notwithstanding the foregoing sentence, the Termination Trigger Date shall be extended one day for each day Lessor is delayed in delivering the Premises to City ready for occupancy caused by (i) any acts or omissions of City, or its agents, contractors, employees, guests, licensees or invitees, or (ii) any strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, government actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of Lessor.
12. FIRE INSURANCE. Fire and extended coverage insurance on the Premises herein leased shall be the sole concern of Lessor. However, no use except that which is expressly provided in this Agreement shall be made, or permitted to be made, of the Premises.
13. TAXES AND ASSESSMENTS. Lessor shall pay all ad valorem taxes and assessments levied against the Premises covered by this Agreement. It is the understanding of the City that no transit occupancy tax for City's occupancy of the Premises shall be due.
14. UTILITIES. Lessor shall pay for all utilities, including waste removal, water, sewer, gas, and electrical serving the Premises and make payments directly to the utility companies furnishing same. Lessor shall make and maintain proper connections with any and all water, gas, sewer, and electrical lines on or serving the Premises and will continue the connections and service thereof during the Term of this Agreement or any extension thereof.

15. JANITORIAL SERVICES. Lessor shall provide standard housekeeping and custodial services at least every seven days to the Premises, including to each of the twenty-five (25) guest rooms in the Building, during the Term of this Agreement or any extension thereof. As part of the standard housekeeping and custodial services provided by Lessor every seven days, Lessor shall provide fresh towels and sheets, cleaning and trash removal to each of the twenty-five (25) guest rooms in the Building. All housekeeping, custodial and laundry services will be furnished by Lessor in accordance with current health and safety protocols established by public health officials.

16. REPAIRS AND MAINTENANCE BY LESSOR. Lessor shall maintain the Premises as set forth in Exhibit "B," including its foundation, walls, suite demising walls, roof, building exterior including doors and glass, floors, floor coverings, electrical system, plumbing, water and sewage disposal systems, fire sprinkler system, fire alarm system, and HVAC system, and shall provide, at its sole cost, all maintenance, repair and replacement required to be performed in connection therewith. Excepting normal wear and tear, all maintenance, repair and replacement required by reason of excessive damage caused by the sole negligence or misconduct of City, its agents, servants, employees, contractors, or patrons, or occupants of the Premises shall be assumed by Lessor and charged separately by Lessor to City. Lessor, however, shall have no responsibility for interior painting of the Building after occupancy of the Premises by City or for maintenance which may be required by reason of the sole neglect or misconduct of City, its agents, servants, employees, contractors, or patrons.

17. ENTRY BY LESSOR. Lessor may enter upon the Premises at reasonable times with reasonable prior notice to examine the condition thereof, and for the purpose of providing maintenance and making such repairs as Lessor is obligated to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted on the Premises.

18. COMPLIANCE WITH LAW. If the Premises, or Lessor's real property on which the Premises is located, is determined to be in non-compliance with the provisions of the Occupational Safety and Health Act of 1970, or any related legislation including but not limited to California Civil Code section 55.51 et seq. and the federal Americans with Disability Act (as such non-compliance shall be determined on an unoccupied basis without regard to City's proposed use of the Premises or any alterations or improvements to be completed by or for City in the Premises), Lessor shall, to the extent possible, make all installations, modifications or improvements required as a result of such non-compliance, except that City shall comply with all laws and perform all installations, modifications or improvements made necessary due to any installations, modifications or improvements to, or use by City of, the Premises. The Premises have not undergone inspection by a Certified Access Specialist as defined by California Civil Code section 1938.

19. ASSIGNMENT AND SUBLETTING. City shall have the right to assign this Agreement or sublet the Premises with the written consent of Lessor, which consent shall not unreasonably be withheld. In the event that the Premises are sold during the Term of this Agreement, purchaser shall become Lessor's assignee hereunder. In such an event, all terms and conditions of this Agreement shall remain in full force and effect.

20. DEFAULT OR BREACH. Except as otherwise provided, at any time one Party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other Party shall give written notice to remedy such default or breach. If said default or breach is remedied within 30 days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within 30 days following such notice, the other Party may, at its option, terminate this Agreement. Such termination shall not be

considered a waiver of damages or other remedies available to either Party because of such default or breach. Each term and condition of this Agreement shall be deemed to be both a covenant and a condition. Notwithstanding the foregoing, City shall be in default under this Agreement if City fails to pay any monetary obligation due and owing hereunder within 10 days following written notice from Lessor that said amount is past due and owing.

21. WAIVER. A waiver by either Party of any default or breach by the other Party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

22. PARTIES BOUND AND BENEFITTED. The covenants, terms, and conditions herein contained shall apply to and bind the successors and assigns of all of the Parties hereto, and all of the Parties hereto shall be jointly and severally liable hereunder. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Lessor and City, subject to compliance with the terms of Article 19.

23. TIME. Time is of the essence of this Agreement.

24. HOLD HARMLESS AND INDEMNITY. City shall defend, indemnify and hold harmless Lessor from and against all third-party demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or relating to any death, bodily injury or property damage resulting from, or in conjunction with, the maintenance, use or occupation of the Premises by City and its agents, invitees, employees, contractors or patrons under this Agreement, except as to any loss or damage as may arise from the sole negligence or willful misconduct of the Lessor.

In the event of any failure of any building system or element in the Premises that is a Lessor responsibility pursuant to Article 16, Lessor shall defend, indemnify and hold harmless City and its elected officials, officers, directors, agents, employees, subcontractors and volunteers from and against all third-party demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or related to any death, bodily injury or property damage resulting from such failure, except as to any loss or damage as may arise from the sole negligence of City.

25. DESTRUCTION OF PREMISES. If the Premises should be destroyed by any cause or declared unsafe or unfit for occupancy by any authorized public authority for any reason, either wholly or in such a degree as to materially impair City's use of said Premises, then all rent due under the terms of this Agreement shall cease as of the date of such destruction or declaration. If Lessor makes the necessary repairs within 30 days rendering the Premises as suitable and serviceable as they existed on the day City's occupancy of the Premises commenced, no right of termination by the City shall exist. If repairs are not made within 30 days, ordinary wear and tear excepted, the City may terminate this Agreement effective on the 30th day after said destruction by mailing written notice to Lessor of the City's intention to terminate. If during a period of partial destruction, the City should desire to continue occupancy, the rent shall be abated in the same ratio ("Reduced Rent"), as the portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole Premises. Should the partial destruction of the Premises not be repaired within 30 days, the City shall have the option to terminate this Agreement or remain in possession at the Reduced Rent.

26. CONDEMNATION. If a public authority under the power of eminent domain should take the whole of the Premises, then the Term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, City shall have the right to either terminate this Agreement or to continue in possession of the remainder

of the Premises. If City remains in possession, all of the terms hereof shall continue in effect, with rents payable being reduced proportionately for the balance of the term of this Agreement. If such taking under the power of eminent domain occurs, those payments attributable to the leasehold interest of City shall belong to City, and those payments attributable to the reversionary interest of Lessor shall belong to Lessor.

27. CONDITION OF PREMISES UPON TERMINATION. Upon the termination or expiration of this Agreement for any reason, City shall vacate the Premises and deliver it to Lessor in good order and condition, excepting damage by the elements, fire, earthquake, falling objects and ordinary wear and tear. City shall repair any extraordinary damage to the Premises which may be required by reason of neglect or misconduct of the City, its agents, servants, employees, contractors, or patrons, or occupants of the Premises. At the end of each guest's stay and at the conclusion of this Room Block Agreement, each room will be assessed for damages from its original condition prior to this Room Block Agreement.

28. ENTIRE AGREEMENT; SEVERABILITY. This Agreement contains the entire understanding of the Parties hereto and no obligations other than those expressly set forth herein will be recognized, regardless of whether the terms herein differ from what might arguably be implied from any other contract, lease, ordinance, policy, or other documents approved by City. If any term or provision of the Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining portions of the Agreement shall be considered severable and not affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be illegal, invalid, or unenforceable.

29. AGREEMENT MODIFICATION. This Agreement may be terminated, extended, or amended in writing only by the mutual consent of the Parties hereto. Such modification may be executed by the Director of City's Public Works Agency, or another authorized representative, on behalf of City.

30. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

31. GENDER AND NUMBER. For the purpose of this Agreement, wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.

32. ARTICLE HEADINGS. Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

33. NOTICES AND PAYMENTS. All notices required under this Agreement, including change of address, shall be in writing and all notices and payments shall be made as follows:

A. All checks to Lessor shall be made payable to **Flamingo Motel**. Payments and notices to Lessor shall be given or mailed to:

Attn: Rajesh K. Bhakta

Address: 421 N. Oxnard Blvd

City, State, Zip: Oxnard, CA 93030

Lessor may request to receive payments via Electronic Funds Transfer by completing documentation provided by City.

B. All payments and notices to City shall be given or mailed to:

Brenda Lopez
Housing Department
City of Oxnard
435 South D Street
Oxnard, CA 93030

C. Lessor's monthly lease payment invoices, and other invoices pre-approved by City, may be sent to City via email with the following email address: brenda.lopez@oxnard.org. All invoices must include the address of the Premises.

34. APPROVAL BY OXNARD CITY COUNCIL. This Agreement was approved by the Oxnard City Council by action of February 18, 2025 (Item Number M1).

35. ANTENNA. City shall have access to the Building's roof to install communications equipment necessary to conduct the City's business. City shall bear all costs associated with said communications equipment including all permits and fees. City shall be responsible for any damage to the roof caused by said communications equipment and upon the expiration or termination of the Agreement shall be responsible for removal of said communications equipment and shall restore the portion of the roof affected by such removal, as nearly as practicable to its condition as of the date of occupancy by City, normal wear and tear excepted.

36. GOVERNING LAW; FORUM; VENUE. This Agreement shall in all respects be interpreted, governed and enforced in accordance with the laws of the state of California applicable to contracts entered into and fully to be performed therein. The Parties agree that this Agreement was made and entered into in Ventura County, California and that this Agreement and the Parties' obligations under this Agreement are to be performed in City of Oxnard. Accordingly, the Parties agree that any action, suit or other legal proceeding concerning this Agreement shall be in a forum with jurisdiction over Ventura County, California, with venue in Ventura County.

37. LIABILITY INSURANCE. City, at its own expense, shall procure and maintain with respect to the Premises and operations conducted therein adequate general premises liability insurance against bodily injury and against property damage. Said insurance shall have a combined single limit of liability for bodily injuries and for property damage in an amount of not less than Two Million Dollars (\$2,000,000.00). Notwithstanding anything to the contrary provided in this Agreement, City shall furnish to Lessor a Certificate of Liability Insurance, which certificate shall verify that City carries liability insurance as described above. Said certificate shall verify that (i) Lessor is named as an additional insured in said insurance, (ii) said insurance covers products and completed operations coverages, (iii) such insurance shall not be cancelled nor terminated without thirty (30) days' prior written notice given to Lessor, and (iv) said insurance shall be primary insurance, notwithstanding any "other insurance" clauses to the contrary which may be contained in either City's or Lessor's insurance contracts. The insurance coverage shall contain within the contract or by endorsement a "broad form" of contractual liability coverage which covers contracts entered into by City, including leases.

38. EARLY TERMINATION. In anticipation of the closing date of the shelter program (summer 2025), the number of occupants that are currently in the shelter program will be reduced. City of Oxnard reserves the right to reduce the number of individual rooms leased. If the exit is initiated by the City, City staff shall notify the Landlord at least forty-eight (48) hours in advance of a client's impending exit from the program and the lease of the room shall end upon occupants' exit. If the exit is initiated by the motel property, then the City and Landlord shall discuss an exit date based on the exigency of the situation.

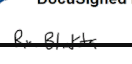
39. EVICTIION/REMOVAL: The City will be responsible for any evictions needed for tenants and tenant removal. Any additional expenses incurred by Lessor for evictions and/or removing of tenants and/or tenants' property will be paid for by City.

40. OCCUPANCY OF PREMISES. Lessor and City understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of hotel rooms in exchange for access to or use of the Premises. Lessor and City also understand that neither has entered into any contract with the occupants of the hotel rooms related to the use of the Premises within the meaning of California Civil Code section 1925. The occupants of the hotel rooms are not persons who hire any dwelling unit from Lessor or City within the meaning of California Civil Code section 1940 and are not subject to the benefits of the California Civil Code or any other state statutes, rules, or regulations or local government rules, regulations or ordinances, that confer tenancy rights on the occupants.

41. COMMISSION: As part of this agreement, CBRE represents the City of Oxnard in Tenant representation. As such, the Hotel agrees to pay CBRE 4% of the gross total consideration for the term of the Agreement and any extensions and/or amendment thereto.

LESSOR:

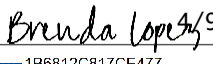
Flamingo Motel Shiv, LLC, a California limited liability company

DocuSigned by:
Signature:  4/9/2025
By: RK Bhakta
Its: Owner

LESSEE:

City of Oxnard

Approved as to Form:

Signed by:
Signature:  4/9/2025
By: Brenda Lopez
Its: Interim Director

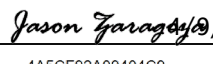
DocuSigned by:
Signature:  4/9/2025
By: Jason Zaragoza, City

EXHIBIT “A”
Four (4) Rooms Total
Described Further Below

Single Occupancy:

3 allocated

Double Tenancy:

1 allocated

EXHIBIT "B"
MAINTENANCE & REPAIR SCHEDULE

NO.	ITEM	LESSOR	CITY
1	Electrical system and conduits.	X	
2	Light switches and electrical outlets.	X	
3	Ballast and transformers for florescent lights.	X	
4	Light bulbs and/or florescent bulbs, including installation.	X	
5	Plumbing system: water, sewer, gas and other underground lines.	X	
6	Plumbing blockage within the premises or from the premises to a community line.	X	
7	Toilets, urinals, water closets, water faucets, paper towel & toilet tissue holders (not owned by supplier), mirrors and other restroom fixtures.	X	
8	Water heater.	X	
9	Drinking fountains	X	
10	Air conditioning & heating systems, including control switches & thermostats.	X	
11	Telephone & cable T.V. jacks.		X
12	Carpet, tile and/or linoleum.	X	
13	Interior doors, door and window hardware and locks.	X	
14	Drapes, window shades, blinds or other window covering.	X	
15	Ceiling.	X	
16	Interior walls & partitions.	X	
17	Broken window glass or door glass including plate glass windows.	X	
18	Exterior walls, roof, drains & down spouts.	X	

19	Exterior parking lot, repair & maintenance.	X	
20	Grounds landscaping, gardening and debris clean up.	X	
21	Security camera system.	X	
22	Fire extinguishers.	X	
23	Refuse, rubbish & garbage disposal.	X	
24	Janitorial service including window washing.	X	
25	Paper supplies, dispensers & waste containers in restrooms.	X	
26	Pest control: exterior or common area.	X	
27	Pest control: interior.	X	

However, it is understood and agreed that Landlord shall not be responsible for those items which require repair or maintenance due to the sole neglect or misconduct of City, its agents, employees, contractors or patrons.

EXHIBIT C

Flamingo Motel 421 North Oxnard Blvd Rules

1. No visitors.
2. No loud music.
3. No standing around outside the room.
4. No knocking on other doors.
5. No smoking in or outside the rooms.
6. When housekeeping service is given the guest must step out of the room and they can only take the service between 10 am and 2 pm.
7. Disturbing other Guests is not allowed.
8. All rooms have air conditioning. Please note that air condition does not work if windows are opened or if windows are not properly closed.
9. Guests must have appropriate clothes and footwear when they are moving through the public spaces of the motel.
10. It is not allowed to take explosive, weapons, inflammable materials or other dangerous chemicals into the motel.
11. It is not permitted to use iron, hot plates, electric heaters or any other heater device.
12. For your convenience the motel has arranged the parking in front of the motel. Motel takes no responsibility for any damage or loss of your vehicle on the parking. 1 vehicle per room.
13. It is not allowed to take out from the motel the room inventory (pillows, blankets, towels)

Occupancy and Arbitration Agreement

This Occupancy and Arbitration Agreement ("Agreement") is made between Flamingo Motel Shiv, LLC, a California limited liability company ("Flamingo Motel - Oxnard") and the City of Oxnard guest who is staying at 421 N. Oxnard Boulevard ("Guest"). Flamingo Motel – Oxnard and Guest may be referred to individually as a "Party" or collectively as the "Parties."

Guest Is Not a Tenant of Flamingo Motel - Oxnard: The City of Oxnard ("City") has agreed to provide free non-congregate shelter to residents experiencing homelessness. City has leased the entire Flamingo Motel - Oxnard property located at 421 N. Oxnard Boulevard, Oxnard, CA 93030 ("Property") to provide emergency shelter. Guest acknowledges that their free stay at the Property is provided pursuant to a lease agreement between City and Flamingo Motel - Oxnard. Guest acknowledges that they have no contractual relationship or any relationship with Flamingo Motel - Oxnard related to the use of the Property within the meaning of California Civil Code section 1925. Guest acknowledges that they are not persons who hire any dwelling unit from Flamingo Motel - Oxnard within the meaning of California Civil Code section 1940 and are not subject to the benefits of the California Civil Code or any other state statutes, rules, or regulations or local government rules, regulations or ordinances that confer tenancy rights on Guest. Guest acknowledges that they have not paid money, fees, or any other form of payment, consideration or gift to Flamingo Motel - Oxnard to stay at the Property. Guest acknowledges that they are not a tenant of Flamingo Motel - Oxnard but rather are a guest at the Property leased by City. Guest acknowledges that they must follow all rules of the Flamingo Motel - Oxnard and may be removed from the Property at any time by Flamingo Motel's - Oxnard management for failure to do so. If Guest has a grievance about being removed from the Property, Guest agrees that their sole recourse is with City and not with Flamingo Motel - Oxnard.

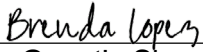
Agreement to Binding Arbitration: Guest and Flamingo Motel - Oxnard agree that any issue, dispute, claim or controversy arising out of or relating to or in any way concerning Guest's stay at the Property will be settled by binding individual arbitration. Each Party waives the right to a trial by jury as to all arbitrable disputes. If there is a dispute about whether this Agreement can be enforced or applies to a dispute, the arbitrator will decide that issue. This Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA then in effect. The AAA Rules are available at www.adr.org. The arbitration shall be conducted in Ventura County and the arbitrator(s) shall apply the substantive laws of California to the dispute. The arbitration shall be conducted by a single arbitrator on a confidential basis.

No Class Actions or Representative Proceedings: Any arbitration shall be conducted solely on an individual basis and not as a class action or representative action. The Parties are waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding as to all disputes between them. The arbitrator may not consolidate more than one Party's claims and may not otherwise preside over any form of class or representative proceeding.

Date: 4/9/2025

Date: 4/9/2025

City of Oxnard

Signed by:

Guest's Signature

92338190.1

Flamingo Motel Shiv, LLC, a
California limited liability
company

DocuSigned by:

RK Bhakta

Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

This form must be delivered before or concurrently with the signing of the purchase and sale contract (or lease). In lieu of this form, such confirmation may also be set forth in the purchase and sale contract (or lease).

REPRESENTATION CONFIRMATION

Date: April 4, 2025
 Seller/Lessor: RK Bhakta
 Buyer/Lessee: City of Oxnard
 Property Name:
 Street Address, City, State: 421 N Oxnard Blvd, Oxnard, CA
 Further described as: approximately 4,500 sf motel (4 rooms)

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

_____ is the Agent of **(check one)**
 Name of Listing Agent (Brokerage Firm)

☐ the lessor/seller exclusively; or ☐ both the buyer and seller.

CBRE, Inc. _____ is the Agent of **(check one)**
 Name of Selling Agent/Procuring Broker (Brokerage Firm)

☒ the lessee/buyer exclusively; or ☐ the seller exclusively; or ☐ both the buyer and seller.

SELLER/LESSOR

DocuSigned by:
 BY: R. Bhakta
 DF653A4DD1084C1...
 PRINT NAME: Rajesh K. Bhakta
 TITLE: Owner

BUYER/LESSEE

Signed by:
 BY: Brenda Lopez
 1B6812C817CE477...
 PRINT NAME: Brenda Lopez
 TITLE: Interim Director

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease (this "Amendment") is made as of August 15, 2025 between Palace Inn LLC, ("Landlord"), and City Of Oxnard ("Tenant").

RECITALS

A. Landlord and Tenant executed that certain Hotel Lease document dated **May 1, 2024** (the "Lease Document") and First Amendment dated **September 20, 2024** (the "First Amendment") and Second Amendment dated **February 26, 2025** (the "Second Amendment"). Pursuant to the Lease and Amendment documents, Landlord has leased to Tenant that certain space (the "Existing Space") containing twenty-three (23) rooms with the address of **1631 So Oxnard Blvd, Oxnard, CA 93030** (the "Premises"), as more particularly described in the Lease document.

B. Landlord and Tenant desire to extend the term of the Lease in accordance with the terms and conditions set forth in this Amendment.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, Landlord and Tenant agree as follows:

1. Amendment of Lease.

A. Extension of Lease Term. The Term of Lease shall be extended from August 31, 2025 through September 30, 2025.

B. Room: Extension of lease will be with eight (8) rooms.

C. Exit Strategy: In anticipation of the closing date of the shelter program (summer 2025), the number of occupants that are currently in the shelter program will be reduced. City of Oxnard reserves the right to reduce the number of individual rooms leased. If the exit is initiated by the City, City staff shall notify the Landlord at least forty-eight (48) hours in advance of a client's impending exit from the program and the lease of the room shall end upon occupants' exit. If the exit is initiated by the motel property, then the City and Landlord shall discuss an exit date based on the exigency of the situation.

D. Real Estate Brokers. CBRE, Inc. is the real estate broker or agent who is or may be entitled to any commission or finder's fee in connection with the representation of Tenant in this Amendment and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, attorneys' fees and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such Tenant's discussions, negotiations and/or dealings with any real estate broker or agent other than CBRE, Inc.

2. General Provisions

A. Effect of Amendment. The original Lease document is unmodified except as expressly set forth in this Amendment. Except for the modifications to the Lease document set forth in this Amendment, the Lease document remains in full force and effect. To the extent any provision of the Lease document conflicts with or are in any way is inconsistent with this Amendment, the Lease document is deemed to conform to the terms and provisions of this Amendment.

B. Binding Effect. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No amendment, modification or supplement to this Amendment shall be binding upon the parties unless in writing and executed by Landlord and Tenant.

C. Submission of Amendment. The submission of this Amendment for examination and negotiation does not constitute an offer to execute this Amendment by Landlord. This Amendment shall become effective and binding only upon execution and delivery hereof by Landlord and Tenant. No act or omission of any officer, employee or agent of Landlord or Tenant shall alter, change or modify any of the provisions hereof.

IN WITNESS WHEREOF, Landlord and Tenant have acknowledged and accept the terms of this Third Amendment.

LANDLORD:

Palace Inn LLC, a California limited liability company

DocuSigned by:
By: RK Bhakta
RK Bhakta 084C1...

TENANT:

CITY OF OXNARD

Signed by:
By: Brenda Lopez
1B6812C817CE477 ...
Name: Brenda Lopez
Title: Housing Director

Approved as to Form:

DocuSigned by:
By: Jason Zaragoza
4A5CF92A09404C9...
Name: Jason Zaragoza, City



Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

If you are a Listing Agent - you must deliver the form to the seller/lessor before entering into the listing agreement. If the buyer/lessee is not represented by an agent, you must also deliver the form to it within one business day after receiving an offer from the buyer/lessee.

If you are the Buyer's Agent - you must deliver the form to the buyer/lessee as soon as the buyer/lessee seeks your services, but in any event before the buyer/lessee signs an offer. In addition, you must also deliver the form to the seller/lessor before or concurrently with presenting an offer.

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

CBRE, INC.

Agent

Associate Licensee Signature

(Date)

Lawrence Tanji

Associate Licensee Printed Name

Signed by:

8/21/2025

Buyer/Lessor Signature

(Date)

Buyer/Lessor Printed Name

8/19/2025

Seller/Lessor Signature

(Date)

DF653A4DD1084C1...

Raesh K. Bhakta

Seller/Lessor Printed Name

2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.
- (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.
- (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.
- (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
- (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
- (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
- (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller.
- (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.
- (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
- (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.
- (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.
- (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.
- (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

- (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
- (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision.
- (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.
- (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17.

- (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.
- (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.
- (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

SAMPLE ONLY – DO NOT FILL OUT

_____ is the Listing agent of (check one): () the seller exclusively; or () both the buyer and seller.
 _____ is the Selling agent, *if not the same as the Listing Agent*, of (check one): () the buyer exclusively; or () the seller exclusively; or () both the buyer and seller.

- (d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (this "Amendment") is made as of February 26, 2025 between Palace Inn LLC, ("Landlord"), and City Of Oxnard ("Tenant").

RECITALS

A. Landlord and Tenant executed that certain Hotel Lease document dated **May 1, 2024** (the "Lease Document") and First Amendment dated **September 20, 2024** (the "First Amendment"). Pursuant to the Lease and Amendment documents, Landlord has leased to Tenant that certain space (the "Existing Space") containing twenty-three (23) rooms with the address of **1631 So Oxnard Blvd, Oxnard, CA 93030** (the "Premises"), as more particularly described in the Lease document.

B. Landlord and Tenant desire to extend the term of the Lease in accordance with the terms and conditions set forth in this Amendment.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, Landlord and Tenant agree as follows:

1. Amendment of Lease.

A. Extension of Lease Term. The Term of Lease shall be extended from March 1, 2025 through August 31, 2025.

B. Room: Extension of lease will be with twenty-two (22) rooms , rather than the current 23 rooms (all currently leased rooms except for one double occupancy room).

C. Exit Strategy: In anticipation of the closing date of the shelter program (summer 2025), the number of occupants that are currently in the shelter program will be reduced. City of Oxnard reserves the right to reduce the number of individual rooms leased. If the exit is initiated by the City, City staff shall notify the Landlord at least forty-eight (48) hours in advance of a client's impending exit from the program and the lease of the room shall end upon occupants' exit. If the exit is initiated by the motel property, then the City and Landlord shall discuss an exit date based on the exigency of the situation.

D. Real Estate Brokers. CBRE, Inc. is the real estate broker or agent who is or may be entitled to any commission or finder's fee in connection with the representation of Tenant in this Amendment and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, attorneys' fees and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such Tenant's discussions, negotiations and/or dealings with any real estate broker or agent other than CBRE, Inc.

2. General Provisions

A. Effect of Amendment. The original Lease document is unmodified except as expressly set forth in this Amendment. Except for the modifications to the Lease document set forth in this Amendment, the Lease document remains in full force and effect. To the extent any provision of the Lease document conflicts with or are in any way is inconsistent with this Amendment, the Lease document is deemed to conform to the terms and provisions of this Amendment.

B. Binding Effect. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No amendment, modification or supplement to this Amendment shall be binding upon the parties unless in writing and executed by Landlord and Tenant.

C. Submission of Amendment. The submission of this Amendment for examination and negotiation does not constitute an offer to execute this Amendment by Landlord. This Amendment shall become effective and binding only upon execution and delivery hereof by Landlord and Tenant. No act or omission of any officer, employee or agent of Landlord or Tenant shall alter, change or modify any of the provisions hereof.

IN WITNESS WHEREOF, Landlord and Tenant have acknowledged and accept the terms of this Amendment.

LANDLORD:

Palace Inn LLC, a California limited liability company

DocuSigned by:
By: RK Bhakta 2/27/2025
RK Bhakta 084C1...

TENANT:

CITY OF OXNARD

Signed by:
By: Brenda Lopez 2/27/2025
1B6812C817CE477...
Name: Brenda Lopez
Title: Interim Director

Approved as to Form:

DocuSigned by:
By: Jason Zaragoza 2/27/2025
4A5CF92A09404C9...
Name: Jason Zaragoza, City



Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

If you are a Listing Agent - you must deliver the form to the seller/lessor before entering into the listing agreement. If the buyer/lessee is not represented by an agent, you must also deliver the form to it within one business day after receiving an offer from the buyer/lessee.

If you are the Buyer's Agent - you must deliver the form to the buyer/lessee as soon as the buyer/lessee seeks your services, but in any event before the buyer/lessee signs an offer. In addition, you must also deliver the form to the seller/lessor before or concurrently with presenting an offer.

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

CBRE, INC.

Agent

Associate Licensee Signature

(Date)

Lawrence Tanji

Associate Licensee Printed Name

DocuSigned by:

2/27/2025

Buyer/Lessee Signature

(Date)

DF653A4DD1084C1...

Signed by Printed Name

2/27/2025

Seller/Lessor Signature

(Date)

1B6812C817CE477...

Seller/Lessor Printed Name

2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.
- (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.
- (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.
- (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
- (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
- (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
- (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller.
- (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.
- (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
- (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.
- (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.
- (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.
- (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

- (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
- (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision.
- (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.
- (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17.

- (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.
- (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.
- (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

SAMPLE ONLY – DO NOT FILL OUT

_____ is the Listing agent of (check one): () the seller exclusively; or () both the buyer and seller.
 _____ is the Selling agent, *if not the same as the Listing Agent*, of (check one): () the buyer exclusively; or () the seller exclusively; or () both the buyer and seller.

- (d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "Amendment") is made as of September 20, 2024 between Palace Inn LLC, ("Landlord"), and City Of Oxnard ("Tenant").

RECITALS

A. Landlord and Tenant executed that certain Hotel Lease document dated **May 1, 2024** (the "Lease Document"). Pursuant to the Lease document, Landlord has leased to Tenant that certain space (the "Existing Space") containing twenty-three (23) rooms with the address of **1631 So Oxnard Blvd, Oxnard, CA 93030** (the "Premises"), as more particularly described in the Lease document.

B. Landlord and Tenant desire to extend the term of the Lease in accordance with the terms and conditions set forth in this Amendment.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, Landlord and Tenant agree as follows:

1. Amendment of Lease.

A. **Extension of Lease Term.** The Term of Lease shall be extended to February 28, 2025.

B. **Real Estate Brokers.** CBRE, Inc. is the real estate broker or agent who is or may be entitled to any commission or finder's fee in connection with the representation of Tenant in this Amendment and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, attorneys' fees and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such Tenant's discussions, negotiations and/or dealings with any real estate broker or agent other than CBRE, Inc.

2. General Provisions

A. **Effect of Amendment.** The original Lease document is unmodified except as expressly set forth in this Amendment. Except for the modifications to the Lease document set forth in this Amendment, the Lease document remains in full force and effect. To the extent any provision of the Lease document conflicts with or are in any way is inconsistent with this Amendment, the Lease document is deemed to conform to the terms and provisions of this Amendment.

B. **Binding Effect.** The provisions of this Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No amendment, modification or supplement to this Amendment shall be binding upon the parties unless in writing and executed by Landlord and Tenant.

C. **Submission of Amendment.** The submission of this Amendment for examination and negotiation does not constitute an offer to execute this Amendment by Landlord. This Amendment shall become effective and binding only upon execution and delivery hereof by Landlord and Tenant. No act or omission of any officer, employee or agent of Landlord or Tenant shall alter, change or modify any of the provisions hereof.

IN WITNESS WHEREOF, Landlord and Tenant have acknowledged and accept the terms of this Amendment.

LANDLORD:

Palace Inn LLC, a California limited liability company

DocuSigned by:
By: R. Bhakta 9/30/2024
R. Bhakta

TENANT:

CITY OF OXNARD

DocuSigned by:
By: Emilio Ramirez 9/20/2024
A23FEBB8ED47435...
Name: Emilio Ramirez
Title: Owner



Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

If you are a Listing Agent - you must deliver the form to the seller/lessor before entering into the listing agreement. If the buyer/lessee is not represented by an agent, you must also deliver the form to it within one business day after receiving an offer from the buyer/lessee.

If you are the Buyer's Agent - you must deliver the form to the buyer/lessee as soon as the buyer/lessee seeks your services, but in any event before the buyer/lessee signs an offer. In addition, you must also deliver the form to the seller/lessor before or concurrently with presenting an offer.

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

CBRE, INC.

Agent

Associate Licensee Signature

(Date)

Lawrence Tanji

Associate Licensee Printed Name

DocuSigned by:

9/20/2024

Buyer/Associate Licensee Signature

(Date)

Emilio Ramirez

Buyer/Associate Licensee Printed Name

9/30/2024

Seller/Lessor Signature

(Date)

Rajesh K. Bhakta

Seller/Lessor Printed Name

2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.
- (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.
- (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.
- (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
- (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
- (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
- (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller.
- (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.
- (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
- (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.
- (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.
- (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.
- (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

- (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
- (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision.
- (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.
- (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17.

- (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.
- (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.
- (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

SAMPLE ONLY – DO NOT FILL OUT

_____ is the Listing agent of (check one): () the seller exclusively, or () both the buyer and seller.
 _____ is the Selling agent, *if not the same as the Listing Agent*, of (check one): () the buyer exclusively, or () the seller exclusively, or () both the buyer and seller.

- (d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

LEASE AGREEMENT

1631 S. Oxnard Boulevard

Oxnard, CA 93030

This Lease Agreement ("Agreement"), effective as of **May 1, 2024**, is made and entered into by and between the City of Oxnard ("City") and Palace Inn LLC, a California limited liability company ("Lessor"). City and Lessor may be referred to individually as a "Party" or collectively as the "Parties."

The Parties agree as follows:

1. **PROPERTY LEASED.** Lessor hereby leases to City and City hereby leases from Lessor a portion of Assessor's Parcel Number 204-0-051-045, improved as a motel property, containing a thirty-two (32) room motel building of approximately 12,750 square feet of area ("Building"), with an adjacent parking lot ("Parking Lot"), commonly known and referred to as 1631 S. Oxnard Boulevard, Oxnard (collectively, the "Premises"). The Premises are more particularly shown on Exhibit "A," which will depict twenty-three (23) rooms to be leased attached hereto and made a part hereof by this reference. The Lessor's motel employees shall be onsite daily to assist with any maintenance and housekeeping issues and key card access to the guest rooms. Landlord shall accept reservations made by telephone 805-407-2299. Hotel's check-in and check-out time are 4:00 pm and 12:00 noon respectively. Guests will be permitted to check in early or check out later, subject to room availability.

2. **TERM.** The term of this Agreement shall commence on **May 1, 2024**, and terminate on **October 17, 2024**, ("Term"), subject to City's right of Early Termination as more particularly described in Article 38. (*Landlord and Tenant desire to combine all currently active leases, whose original commencement date was December 26, 2023, to be combined to encompass twenty-three (23) rooms and extend the term for all Leases to terminate on October 17, 2024, in accordance with the terms and conditions set forth in this Lease.)

<u>Current Leases:</u>	<u>Commencement Date</u>	<u>Termination Date</u>
------------------------	--------------------------	-------------------------

Lease 1.	December 26, 2023	September 10, 2024
Lease 2.	January 23, 2024	October 8, 2024
Lease 3.	February 2, 2024	October 17, 2024
Lease 4.	March 1, 2024	October 17, 2024

3. **RENT.** City shall pay to Lessor, during the term of this Agreement, all-inclusive monthly rent of \$115.00 per night, per room (Single Guest – twelve (12) total) and \$140.00 per night, per room for two beds (Multiple Guests two (2) total) and \$150.00 per night, per room for kitchenette rooms (and nine (9) total) See Exhibit A. Pets are allowed at the additional cost of \$25.00 per night. The rent is payable in advance on the first day of each and every calendar month. Landlord shall establish a master account for Tenant for those specifically authorized by Tenant (The Master

Account”), including any damages caused by the occupants. Master Account charges will be billed to the Tenant at the end of each month. Master account charges shall be paid fifteen (15) days after receipt of month end billing. There shall be no pass through of any operating expenses from Lessor to City other than costs incurred by Lessor to repair damages to the Premises caused by the sole negligence or misconduct of City, its agents, servants, employees, contractors, or patrons, or the occupants of the Premises. If, through no fault of City or its directors, officers, employees, contractors, invitees, licensees or program participants, any Room Block room is unavailable for City’s use, City shall not be charged the nightly rate for such room or rooms. In the event of overpayment, such overpayment shall be refunded to City or credited against future nightly rate charges, as the Parties agree.

4. HOLDOVER. If City holds possession of the Premises after the expiration of the term of this Agreement, or any extension thereof, with consent of Lessor, either expressed or implied, City shall become a tenant from month-to-month at the rental amount paid for the last month of the Term of this Agreement. Such tenancy will be subject to all of the terms and conditions of this Agreement. After an extension period of six (6) months the rent may be revised.

5. USE. The Premises shall be used for the following specified purpose and shall not be used for any other purpose without first obtaining the written consent of Lessor:

GENERAL MOTEL USE - PUBLIC SERVICE

6. SIGNS. City shall have the right, at the City’s sole cost and expense, to install any signs appropriate for the identification of the Premises subject to the City of Oxnard’s approval and issuance of any required permit(s). Lessor shall not install signs on the Premises without the written consent of the City.

7. ALTERATIONS BY CITY. During the Term or any extension thereof, City shall have the right, at City’s sole expense, to make installations, modifications and improvements to the Premises, provided, however, that the basic structure shall not be altered. All improvements, installations and modifications installed by City during the Term of this Agreement shall be considered personal property of City and City may, at its option, remove any or all of such items at any time during the Term of this Agreement or any extension thereof. Upon the expiration or termination of this Agreement, City shall remove all such improvements, installations and modifications at City’s sole cost and expense. If City removes any of such items, City shall restore the portion of the Premises affected by such removal, as nearly as practicable to its condition as of the date of occupancy by City, normal wear and tear excepted.

8. PARKING. City, its agents, invitees, employees, contractors and patrons shall have use of all the unreserved parking spaces in the Parking Lot adjacent to the Building for the Term of the Agreement or any extension thereof. This parking is included in the rent paid by City each month. Further defined in Exhibit C (Palace Inn Rules).

9. PRORATION OF RENT. If rent due under this Agreement for any calendar month should be for less than a full month, the rent due for that month shall be prorated on the basis of a 30-day month.

10. CONSTRUCTION OF TENANT IMPROVEMENTS BY LESSOR. None.

11. DELAY IN DELIVERY OF POSSESSION. If possession of the Premises is not delivered to City ready for occupancy within 30 days after the date of execution of this Agreement (the "Termination Trigger Date"), City may terminate this Agreement without further obligation by so

advising Lessor in writing. Notwithstanding the foregoing sentence, the Termination Trigger Date shall be extended one day for each day Lessor is delayed in delivering the Premises to City ready for occupancy caused by (i) any acts or omissions of City, or its agents, contractors, employees, guests, licensees or invitees, or (ii) any strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, government actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of Lessor.

12. FIRE INSURANCE. Fire and extended coverage insurance on the Premises herein leased shall be the sole concern of Lessor. However, no use except that which is expressly provided in this Agreement shall be made, or permitted to be made, of the Premises.

13. TAXES AND ASSESSMENTS. Lessor shall pay all ad valorem taxes and assessments levied against the Premises covered by this Agreement. It is the understanding of the City that no transit occupancy tax for City's occupancy of the Premises shall be due.

14. UTILITIES. Lessor shall pay for all utilities, including waste removal, water, sewer, gas, and electrical serving the Premises and make payments directly to the utility companies furnishing same. Lessor shall make and maintain proper connections with any and all water, gas, sewer, and electrical lines on or serving the Premises and will continue the connections and service thereof during the Term of this Agreement or any extension thereof.

15. JANITORIAL SERVICES. Lessor shall provide standard housekeeping and custodial services at least every seven days to the Premises, including to each of the five (5) guest rooms, as noted in Exhibit A, in the Building, during the Term of this Agreement or any extension thereof. As part of the standard housekeeping and custodial services provided by Lessor every seven days, Lessor shall provide fresh towels and sheets, cleaning and trash removal to each of the five (5) guest rooms in the Building. All housekeeping, custodial and laundry services will be furnished by Lessor in accordance with current health and safety protocols established by public health officials.

16. REPAIRS AND MAINTENANCE BY LESSOR. Lessor shall maintain the Premises as set forth in Exhibit "B," including its foundation, walls, suite demising walls, roof, building exterior including doors and glass, floors, floor coverings, electrical system, plumbing, water and sewage disposal systems, fire sprinkler system, fire alarm system, and HVAC system, and shall provide, at its sole cost, all maintenance, repair and replacement required to be performed in connection therewith. Excepting normal wear and tear, all maintenance, repair and replacement required by reason of excessive damage caused by the sole negligence or misconduct of City, its agents, servants, employees, contractors, or patrons, or occupants of the Premises shall be assumed by Lessor and charged separately by Lessor to City. Lessor, however, shall have no responsibility for interior painting of the Building after occupancy of the Premises by City or for maintenance which may be required by reason of the sole neglect or misconduct of City, its agents, servants, employees, contractors, or patrons.

17. ENTRY BY LESSOR. Lessor may enter upon the Premises at reasonable times with reasonable prior notice to examine the condition thereof, and for the purpose of providing maintenance and making such repairs as Lessor is obligated to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted on the Premises.

18. COMPLIANCE WITH LAW. If the Premises, or Lessor's real property on which the Premises is located, is determined to be in non-compliance with the provisions of the Occupational Safety

and Health Act of 1970, or any related legislation including but not limited to California Civil Code section 55.51 et seq. and the federal Americans with Disability Act (as such non-compliance shall be determined on an unoccupied basis without regard to City's proposed use of the Premises or any alterations or improvements to be completed by or for City in the Premises), Lessor shall, to the extent possible, make all installations, modifications or improvements required as a result of such non-compliance, except that City shall comply with all laws and perform all installations, modifications or improvements made necessary due to any installations, modifications or improvements to, or use by City of, the Premises. The Premises have not undergone inspection by a Certified Access Specialist as defined by California Civil Code section 1938.

19. ASSIGNMENT AND SUBLETTING. City shall have the right to assign this Agreement or sublet the Premises with the written consent of Lessor, which consent shall not unreasonably be withheld. In the event that the Premises are sold during the Term of this Agreement, purchaser shall become Lessor's assignee hereunder. In such an event, all terms and conditions of this Agreement shall remain in full force and effect.

20. DEFAULT OR BREACH. Except as otherwise provided, at any time one Party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other Party shall give written notice to remedy such default or breach. If said default or breach is remedied within 30 days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within 30 days following such notice, the other Party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either Party because of such default or breach. Each term and condition of this Agreement shall be deemed to be both a covenant and a condition. Notwithstanding the foregoing, City shall be in default under this Agreement if City fails to pay any monetary obligation due and owing hereunder within 10 days following written notice from Lessor that said amount is past due and owing.

21. WAIVER. A waiver by either Party of any default or breach by the other Party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

22. PARTIES BOUND AND BENEFITTED. The covenants, terms, and conditions herein contained shall apply to and bind the successors and assigns of all of the Parties hereto, and all of the Parties hereto shall be jointly and severally liable hereunder. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Lessor and City, subject to compliance with the terms of Article 19.

23. TIME. Time is of the essence of this Agreement.

24. HOLD HARMLESS AND INDEMNITY. City shall defend, indemnify and hold harmless Lessor from and against all third-party demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or relating to any death, bodily injury or property damage resulting from, or in conjunction with, the maintenance, use or occupation of the Premises by City and its agents, invitees, employees, contractors or patrons under this Agreement, except as to any loss or damage as may arise from the sole negligence or willful misconduct of the Lessor.

In the event of any failure of any building system or element in the Premises that is a Lessor responsibility pursuant to Article 16, Lessor shall defend, indemnify and hold harmless City and its

elected officials, officers, directors, agents, employees, subcontractors and volunteers from and against all third-party demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or related to any death, bodily injury or property damage resulting from such failure, except as to any loss or damage as may arise from the sole negligence of City.

25. DESTRUCTION OF PREMISES. If the Premises should be destroyed by any cause or declared unsafe or unfit for occupancy by any authorized public authority for any reason, either wholly or in such a degree as to materially impair City's use of said Premises, then all rent due under the terms of this Agreement shall cease as of the date of such destruction or declaration. If Lessor makes the necessary repairs within 30 days rendering the Premises as suitable and serviceable as they existed on the day City's occupancy of the Premises commenced, no right of termination by the City shall exist. If repairs are not made within 30 days, ordinary wear and tear excepted, the City may terminate this Agreement effective on the 30th day after said destruction by mailing written notice to Lessor of the City's intention to terminate. If during a period of partial destruction, the City should desire to continue occupancy, the rent shall be abated in the same ratio ("Reduced Rent"), as the portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole Premises. Should the partial destruction of the Premises not be repaired within 30 days, the City shall have the option to terminate this Agreement or remain in possession at the Reduced Rent.

26. CONDEMNATION. If a public authority under the power of eminent domain should take the whole of the Premises, then the Term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, City shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If City remains in possession, all of the terms hereof shall continue in effect, with rents payable being reduced proportionately for the balance of the term of this Agreement. If such taking under the power of eminent domain occurs, those payments attributable to the leasehold interest of City shall belong to City, and those payments attributable to the reversionary interest of Lessor shall belong to Lessor.

27. CONDITION OF PREMISES UPON TERMINATION. Upon the termination or expiration of this Agreement for any reason, City shall vacate the Premises and deliver it to Lessor in good order and condition, excepting damage by the elements, fire, earthquake, falling objects and ordinary wear and tear. City shall repair any extraordinary damage to the Premises which may be required by reason of neglect or misconduct of the City, its agents, servants, employees, contractors, or patrons, or occupants of the Premises. At the end of each guest's stay and at the conclusion of this Room Block Agreement, each room will be assessed for damages from its original condition prior to this Room Block Agreement.

28. ENTIRE AGREEMENT; SEVERABILITY. This Agreement contains the entire understanding of the Parties hereto and no obligations other than those expressly set forth herein will be recognized, regardless of whether the terms herein differ from what might arguably be implied from any other contract, lease, ordinance, policy, or other documents approved by City. If any term or provision of the Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining portions of the Agreement shall be considered severable and not affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be illegal, invalid, or unenforceable.

29. AGREEMENT MODIFICATION. This Agreement may be terminated, extended, or amended in writing only by the mutual consent of the Parties hereto. Such modification may be executed by the Director of City's Public Works Agency, or another authorized representative, on behalf of City.

30. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

31. GENDER AND NUMBER. For the purpose of this Agreement, wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.

32. ARTICLE HEADINGS. Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

33. NOTICES AND PAYMENTS. All notices required under this Agreement, including change of address, shall be in writing and all notices and payments shall be made as follows:

A. All checks to Lessor shall be made payable to Palace Inn. Payments and notices to Lessor shall be given or mailed to:

Attn: Rajesh K. Bhakta
Address: 1631 S. Oxnard Blvd.
City, State, Zip: Oxnard, CA 93030

Lessor may request to receive payments via Electronic Funds Transfer by completing documentation provided by City.

B. All payments and notices to City shall be given or mailed to:

Emilio Ramirez
Housing Department
City of Oxnard
435 South D Street
Oxnard, CA 93030

C. Lessor's monthly lease payment invoices, and other invoices pre-approved by City, may be sent to City via email with the following email address: emilio.ramirez@oxnard.org. All invoices must include the address of the Premises.

34. APPROVAL BY OXNARD CITY COUNCIL. This Agreement was approved by the Oxnard City Council by action of September 19, 2023, (Item Number L4)

35. ANTENNA. City shall have access to the Building's roof to install communications equipment necessary to conduct the City's business. City shall bear all costs associated with said communications equipment including all permits and fees. City shall be responsible for any damage to the roof caused by said communications equipment and upon the expiration or

termination of the Agreement shall be responsible for removal of said communications equipment and shall restore the portion of the roof affected by such removal, as nearly as practicable to its condition as of the date of occupancy by City, normal wear and tear excepted.

36. GOVERNING LAW; FORUM; VENUE. This Agreement shall in all respects be interpreted, governed and enforced in accordance with the laws of the state of California applicable to contracts entered into and fully to be performed therein. The Parties agree that this Agreement was made and entered into in Ventura County, California and that this Agreement and the Parties' obligations under this Agreement are to be performed in City of Oxnard. Accordingly, the Parties agree that any action, suit or other legal proceeding concerning this Agreement shall be in a forum with jurisdiction over Ventura County, California, with venue in Ventura County.

37. LIABILITY INSURANCE. City, at its own expense, shall procure and maintain with respect to the Premises and operations conducted therein adequate general premises liability insurance against bodily injury and against property damage. Said insurance shall have a combined single limit of liability for bodily injuries and for property damage in an amount of not less than Two Million Dollars (\$2,000,000.00). Notwithstanding anything to the contrary provided in this Agreement, City shall furnish to Lessor a Certificate of Liability Insurance, which certificate shall verify that City carries liability insurance as described above. Said certificate shall verify that (i) Lessor is named as an additional insured in said insurance, (ii) said insurance covers products and completed operations coverages, (iii) such insurance shall not be cancelled nor terminated without thirty (30) days' prior written notice given to Lessor, and (iv) said insurance shall be primary insurance, notwithstanding any "other insurance" clauses to the contrary which may be contained in either City's or Lessor's insurance contracts. The insurance coverage shall contain within the contract or by endorsement a "broad form" of contractual liability coverage which covers contracts entered into by City, including leases.

38. EARLY TERMINATION. During the Term of this Agreement, City shall have the right to surrender and quit paying Rent for the Premises, with such surrender effective, June 2, 2024, or thereafter, by providing Lessor with written notice at least thirty (30) days prior to such surrender.

39. EVICTON/REMOVAL. The City will be responsible for any evictions needed for tenants and tenant removal. Any additional expenses incurred by Lessor for evictions and/or removing of tenants and/or tenants' property will be paid for by City.

40. OCCUPANCY OF PREMISES. Lessor and City understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of hotel rooms in exchange for access to or use of the Premises. Lessor and City also understand that neither has entered into any contract with the occupants of the hotel rooms related to the use of the Premises within the meaning of California Civil Code section 1925. The occupants of the hotel rooms are not persons who hire any dwelling unit from Lessor or City within the meaning of California Civil Code section 1940 and are not subject to the benefits of the California Civil Code or any other state statutes, rules, or regulations or local government rules, regulations or ordinances, that confer tenancy rights on the occupants.

41. COMMISSION: As part of this agreement, CBRE represents the City of Oxnard in Tenant representation. As such, the Hotel agrees to pay CBRE 4% of the gross total consideration for the term of the Agreement and any extensions and/or amendment thereto.

42. INTEGRATION: This Lease contains the entire agreement and understanding of the parties with respect to the matters described herein and supersedes all prior and contemporaneous agreements between them with respect to such matters.

The provisions of this Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No amendment, modification or supplement to this Lease shall be binding upon the parties unless in writing and executed by Landlord and Tenant.

LESSOR:

Palace Inn LLC, a California limited liability company

Signature: 

By: RK Bhakta

Its: Owner

LESSEE:

City of Oxnard

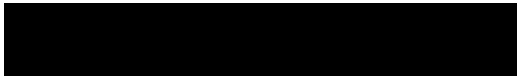
Signature: 

By: Emilio Ramirez

Its: _____

EXHIBIT "A"
Twenty-three (23) Rooms Total
Described Further Below

SINGLE OCCUPANCY (1 bed) -TWELVE (12) ROOMS:

 Room #'s redacted

DOUBLE OCCUPANCY (2 bed)–TWO (2) ROOMS:

 Room #'s redacted

OCCUPANCY WITH KITCHENETTE – NINE (9) ROOMS:

 Room #'s redacted

EXHIBIT "B"**MAINTENANCE & REPAIR SCHEDULE**

NO.	ITEM	LESSOR	CITY
1	Electrical system and conduits.	X	
2	Light switches and electrical outlets.	X	
3	Ballast and transformers for florescent lights.	X	
4	Light bulbs and/or florescent bulbs, including installation.	X	
5	Plumbing system: water, sewer, gas and other underground lines.	X	
6	Plumbing blockage within the premises or from the premises to a community line.	X	
7	Toilets, urinals, water closets, water faucets, paper towel & toilet tissue holders (not owned by supplier), mirrors and other restroom fixtures.	X	
8	Water heater.	X	
9	Drinking fountains	X	
10	Air conditioning & heating systems, including control switches & thermostats.	X	
11	Telephone & cable T.V. jacks.		X
12	Carpet, tile and/or linoleum.	X	
13	Interior doors, door and window hardware and locks.	X	
14	Drapes, window shades, blinds or other window covering.	X	
15	Ceiling.	X	
16	Interior walls & partitions.	X	
17	Broken window glass or door glass including plate glass windows.	X	
18	Exterior walls, roof, drains & down spouts.	X	

19	Exterior parking lot, repair & maintenance.	X	
20	Grounds landscaping, gardening and debris clean up.	X	
21	Security camera system.	X	
22	Fire extinguishers.	X	
23	Refuse, rubbish & garbage disposal.	X	
24	Janitorial service including window washing.	X	
25	Paper supplies, dispensers & waste containers in restrooms.	X	
26	Pest control: exterior or common area.	X	
27	Pest control: interior.	X	

However, it is understood and agreed that Lessor shall not be responsible for those items which require repair or maintenance due to the sole neglect or misconduct of City, its agents, employees, contractors or patrons.

EXHIBIT C

Palace Inn Rules

1. No visitors.
2. No loud music.
3. No standing around outside the room.
4. No knocking on other doors.
5. No smoking in or outside the rooms.
6. When housekeeping service is given the guest must step out of the room and they can only take the service between 10 am and 2 pm.
7. Disturbing other Guests is not allowed.
8. All rooms have air conditioning. Please note that air condition does not work if windows are opened or if windows are not properly closed.
9. Guests must have appropriate clothes and footwear when they are moving through the public spaces of the motel.
10. It is not allowed to take explosive, weapons, inflammable materials or other dangerous chemicals into the motel.
11. It is not permitted to use iron, hot plates, electric heaters or any other heater device.
12. For your convenience the motel has arranged the parking in front of the motel. Motel takes no responsibility for any damage or loss of your vehicle on the parking. 1 vehicle per room.
13. It is not allowed to take out from the motel the room inventory (pillows, blankets, towels).

Occupancy and Arbitration Agreement

This Occupancy and Arbitration Agreement ("Agreement") is made between Palace Inn LLC, a California limited liability company ("Palace Inn - Oxnard") and the City of Oxnard guest who is staying at 1631 S. Oxnard Boulevard, Oxnard, CA 93030 ("Guest"). Palace Inn – Oxnard and Guest may be referred to individually as a "Party" or collectively as the "Parties."

Guest Is Not a Tenant of Palace Inn - Oxnard: The City of Oxnard ("City") has agreed to provide free non-congregate shelter to residents experiencing homelessness. City has leased the entire Palace Inn - Oxnard property located at 1631 S. Oxnard Boulevard, Oxnard, CA 93030 ("Property") to provide emergency shelter. Guest acknowledges that their free stay at the Property is provided pursuant to a lease agreement between City and Palace Inn - Oxnard. Guest acknowledges that they have no contractual relationship or any relationship with Palace Inn - Oxnard related to the use of the Property within the meaning of California Civil Code section 1925. Guest acknowledges that they are not persons who hire any dwelling unit from Palace Inn - Oxnard within the meaning of California Civil Code section 1940 and are not subject to the benefits of the California Civil Code or any other state statutes, rules, or regulations or local government rules, regulations or ordinances that confer tenancy rights on Guest. Guest acknowledges that they have not paid money, fees, or any other form of payment, consideration or gift to Palace Inn - Oxnard to stay at the Property. Guest acknowledges that they are not a tenant of Palace Inn - Oxnard but rather are a guest at the Property leased by City. Guest acknowledges that they must follow all rules of the Palace Inn - Oxnard and may be removed from the Property at any time by Palace Inn's - Oxnard management for failure to do so. If Guest has a grievance about being removed from the Property, Guest agrees that their sole recourse is with City and not with Palace Inn - Oxnard.

Agreement to Binding Arbitration: Guest and Palace Inn - Oxnard agree that any issue, dispute, claim or controversy arising out of or relating to or in any way concerning Guest's stay at the Property will be settled by binding individual arbitration. Each Party waives the right to a trial by jury as to all arbitrable disputes. If there is a dispute about whether this Agreement can be enforced or applies to a dispute, the arbitrator will decide that issue. This Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA then in effect. The AAA Rules are available at www.adr.org. The arbitration shall be conducted in Ventura County and the arbitrator(s) shall apply the substantive laws of California to the dispute. The arbitration shall be conducted by a single arbitrator on a confidential basis.

No Class Actions or Representative Proceedings: Any arbitration shall be conducted solely on an individual basis and not as a class action or representative action. The Parties are waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding as to all disputes between them. The arbitrator may not consolidate more than one Party's claims and may not otherwise preside over any form of class or representative proceeding.

Date: 6/28/2024

Date: 6/27/2024

City of Oxnard

Palace Inn LLC, a California limited liability company

Guest's Signature

DocuSigned by:
Emilio Ramirez
A23FEBB8ED47435...

Representative's Signature

DocuSigned by:
R. B. K.
DF653A4DD1084C1...

92338190.1

THIRD AMENDMENT REVISION TO LEASE

This Third Amendment Revision to Lease (this "Amendment") is made as of August 15, 2025 between VYY Lodging, LLC, a California limited liability company ("Landlord"), and City Of Oxnard ("Tenant").

RECITALS

A. Landlord and Tenant executed that certain Hotel Lease document dated **February 5, 2024** (the "Lease Document") and First Amendment dated **September 30, 2024** (the "First Amendment") and Second Amendment dated **March 13, 2025** (the "Second Amendment"). Pursuant to the Lease document and First Amendment and Second Amendment, Landlord has leased to Tenant that certain space (the "Existing Space") containing seven (7) rooms with the address of **1155 S. Saviers Road, Oxnard, CA 93033** (the "Premises"), as more particularly described in the Lease document.

B. Landlord and Tenant desire to extend the term of the Lease in accordance with the terms and conditions set forth in this Amendment.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, Landlord and Tenant agree as follows:

1. Amendment of Lease.

A. Extension of Lease Term. The Term of Lease shall be extended from August 31, 2025 to September 30, 2025.

B. Rooms: City shall continue to lease seven (7) rooms.

C. Exit Strategy: In anticipation of the closing date of the shelter program (summer 2025), the number of occupants that are currently in the shelter program will be reduced. City of Oxnard reserves the right to reduce the number of individual rooms leased. If the exit is initiated by the City, City staff shall notify the Landlord at least forty-eight (48) hours in advance of a client's impending exit from the program and the lease of the room shall end upon occupants' exit. If the exit is initiated by the motel property, then the City and Landlord shall discuss an exit date based on the exigency of the situation.

D. Real Estate Brokers. CBRE, Inc. is the real estate broker or agent who is or may be entitled to any commission or finder's fee in connection with the representation of Tenant in this Amendment and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, attorneys' fees and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such Tenant's discussions, negotiations and/or dealings with any real estate broker or agent other than CBRE, Inc.

2. General Provisions

A. Effect of Amendment. The original Lease document is unmodified except as expressly set forth in this Amendment. Except for the modifications to the Lease document set forth in this Amendment, the Lease document remains in full force and effect. To the extent any provision of the Lease document conflicts with or are in any way inconsistent with this Amendment, the Lease document is deemed to conform to the terms and provisions of this Amendment.

B. Binding Effect. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No amendment, modification or supplement to this Amendment shall be binding upon the parties unless in writing and executed by Landlord and Tenant.

C. Submission of Amendment. The submission of this Amendment for examination and negotiation does not constitute an offer to execute this Amendment by Landlord. This Amendment shall become effective and binding only upon execution and delivery hereof by Landlord and Tenant. No act or omission of any officer, employee or agent of Landlord or Tenant shall alter, change or modify any of the provisions hereof.

IN WITNESS WHEREOF, Landlord and Tenant have acknowledged and accept the terms of this Third Amendment.

LANDLORD:

VYY Lodging, LLC, a California limited liability company

Signed by:
By: Yogesh Patel
Yogesh Patel

TENANT:

CITY OF OXNARD

Signed by:
By: Brenda Lopez
1B6812C817CE477...
Name: Brenda Lopez
Title: Housing Director

Approved as to Form:

DocuSigned by:
By: Jason Zaragoza
4A5CF92A09404C9...
Name: Jason Zaragoza, City



Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

If you are a Listing Agent - you must deliver the form to the seller/lessor before entering into the listing agreement. If the buyer/lessee is not represented by an agent, you must also deliver the form to it within one business day after receiving an offer from the buyer/lessee.

If you are the Buyer's Agent - you must deliver the form to the buyer/lessee as soon as the buyer/lessee seeks your services, but in any event before the buyer/lessee signs an offer. In addition, you must also deliver the form to the seller/lessor before or concurrently with presenting an offer.

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

CBRE, INC.

Agent

Lawrence Tanji

Associate Licensee Signature

(Date)

Lawrence Tanji

Associate Licensee Printed Name

Signed by:

Brenda Lopez

8/27/2025

Buyer/Lessee Signature

(Date)

Buyer/Lessee Printed Name

Yogesh Patel

8/19/2025

Seller/Lessor Signature

(Date)

Yogesh Patel

Seller/Lessor Printed Name

2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.
- (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.
- (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.
- (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
- (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
- (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
- (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller.
- (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.
- (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
- (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.
- (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.
- (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.
- (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

- (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
- (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision.
- (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.
- (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17.

- (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.
- (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.
- (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

SAMPLE ONLY – DO NOT FILL OUT

_____ is the Listing agent of (check one): () the seller exclusively; or () both the buyer and seller.
 _____ is the Selling agent, *if not the same as the Listing Agent*, of (check one): () the buyer exclusively; or () the seller exclusively; or () both the buyer and seller.

- (d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

SECOND AMENDMENT REVISION TO LEASE

This Second Amendment Revision to Lease (this "Amendment") is made as of March 13, 2025, between VYY Lodging, LLC, a California limited liability company ("Landlord"), and City Of Oxnard ("Tenant").

RECITALS

A. Landlord and Tenant executed that certain Hotel Lease document dated **February 5, 2024** (the "Lease Document") and First Amendment dated **September 30, 2024** (the "First Amendment"). Pursuant to the Lease document and First Amendment, Landlord has leased to Tenant that certain space (the "Existing Space") containing seven (7) rooms with the address of **1155 S. Saviers Road, Oxnard, CA 93033** (the "Premises"), as more particularly described in the Lease document.

B. Landlord and Tenant desire to extend the term of the Lease in accordance with the terms and conditions set forth in this Amendment.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, Landlord and Tenant agree as follows:

1. Amendment of Lease.

A. Extension of Lease Term. The Term of Lease shall be extended from March 1, 2025 to August 31, 2025.

B. Additional Rooms: City shall lease two additional rooms as of March 17, 2025 through August 31, 2025.

C. Exit Strategy: In anticipation of the closing date of the shelter program (summer 2025), the number of occupants that are currently in the shelter program will be reduced. City of Oxnard reserves the right to reduce the number of individual rooms leased. If the exit is initiated by the City, City staff shall notify the Landlord at least forty-eight (48) hours in advance of a client's impending exit from the program and the lease of the room shall end upon occupants' exit. If the exit is initiated by the motel property, then the City and Landlord shall discuss an exit date based on the exigency of the situation.

D. Real Estate Brokers. CBRE, Inc. is the real estate broker or agent who is or may be entitled to any commission or finder's fee in connection with the representation of Tenant in this Amendment and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, attorneys' fees and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such Tenant's discussions, negotiations and/or dealings with any real estate broker or agent other than CBRE, Inc.

2. General Provisions

A. Effect of Amendment. The original Lease document is unmodified except as expressly set forth in this Amendment. Except for the modifications to the Lease document set forth in this Amendment, the Lease document remains in full force and effect. To the extent any provision of the Lease document conflicts with or are in any way inconsistent with this Amendment, the Lease document is deemed to conform to the terms and provisions of this Amendment.

B. Binding Effect. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No amendment, modification or supplement to this Amendment shall be binding upon the parties unless in writing and executed by Landlord and Tenant.

C. Submission of Amendment. The submission of this Amendment for examination and negotiation does not constitute an offer to execute this Amendment by Landlord. This Amendment shall become effective and binding only upon execution and delivery hereof by Landlord and Tenant. No act or omission of any officer, employee or agent of Landlord or Tenant shall alter, change or modify any of the provisions hereof.

IN WITNESS WHEREOF, Landlord and Tenant have acknowledged and accept the terms of this Second Amendment.

LANDLORD:

VYY Lodging, LLC, a California limited liability company

Signed by:
By: Yogesh Patel 3/14/2025
Yogesh Patel

TENANT:

CITY OF OXNARD

Signed by:
By: Brenda Lopez 3/20/2025
1B6812C817CE477...
Name: Brenda Lopez
Title: Interim Director

Approved as to Form:

DocuSigned by:
By: Jason Zaragoza 3/20/2025
4A5CF92A09404C9...
Name: Jason Zaragoza, City



Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

If you are a Listing Agent - you must deliver the form to the seller/lessor before entering into the listing agreement. If the buyer/lessee is not represented by an agent, you must also deliver the form to it within one business day after receiving an offer from the buyer/lessee.

If you are the Buyer's Agent - you must deliver the form to the buyer/lessee as soon as the buyer/lessee seeks your services, but in any event before the buyer/lessee signs an offer. In addition, you must also deliver the form to the seller/lessor before or concurrently with presenting an offer.

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

CBRE, INC.

Agent

Associate Licensee Signature

(Date)

Lawrence Tanji

Associate Licensee Printed Name

Signed by:

Buyer/Lessee Signature

Brenda Lopez

DocuSigned by:

Jason Zaragoza

3/20/2025

(Date)

Signed by Printed Name

Seller/Lessor Signature

Yogesh Patel

3/14/2025

(Date)

Seller/Lessor Printed Name

2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.
- (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.
- (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.
- (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
- (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
- (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
- (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller.
- (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.
- (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
- (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.
- (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.
- (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.
- (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

- (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
- (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision.
- (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.
- (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17.

- (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.
- (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.
- (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

SAMPLE ONLY – DO NOT FILL OUT

_____ is the Listing agent of (check one): () the seller exclusively; or () both the buyer and seller.
 _____ is the Selling agent, *if not the same as the Listing Agent*, of (check one): () the buyer exclusively; or () the seller exclusively; or () both the buyer and seller.

- (d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "Amendment") is made as of September 30, 2024 between VYYY Lodging, LLC, a California limited liability company ("Landlord"), and City Of Oxnard ("Tenant").

RECITALS

A. Landlord and Tenant executed that certain Hotel Lease document dated **February 5, 2024** (the "Lease Document"). Pursuant to the Lease document, Landlord has leased to Tenant that certain space (the "Existing Space") containing seven (7) rooms with the address of **1155 S. Saviers Road, Oxnard, CA 93033** (the "Premises"), as more particularly described in the Lease document.

B. Landlord and Tenant desire to extend the term of the Lease in accordance with the terms and conditions set forth in this Amendment.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, Landlord and Tenant agree as follows:

1. Amendment of Lease.

A. Extension of Lease Term. The Term of Lease shall be extended from September 6, 2024 to February 28, 2025.

B. Real Estate Brokers. CBRE, Inc. is the real estate broker or agent who is or may be entitled to any commission or finder's fee in connection with the representation of Tenant in this Amendment and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, attorneys' fees and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such Tenant's discussions, negotiations and/or dealings with any real estate broker or agent other than CBRE, Inc.

2. General Provisions

A. Effect of Amendment. The original Lease document is unmodified except as expressly set forth in this Amendment. Except for the modifications to the Lease document set forth in this Amendment, the Lease document remains in full force and effect. To the extent any provision of the Lease document conflicts with or are in any way is inconsistent with this Amendment, the Lease document is deemed to conform to the terms and provisions of this Amendment.

B. Binding Effect. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No amendment, modification or supplement to this Amendment shall be binding upon the parties unless in writing and executed by Landlord and Tenant.

C. Submission of Amendment. The submission of this Amendment for examination and negotiation does not constitute an offer to execute this Amendment by Landlord. This Amendment shall become effective and binding only upon execution and delivery hereof by Landlord and Tenant. No act or omission of any officer, employee or agent of Landlord or Tenant shall alter, change or modify any of the provisions hereof.

IN WITNESS WHEREOF, Landlord and Tenant have acknowledged and accept the terms of this Amendment.

LANDLORD:

VYY Lodging, LLC, a California limited liability company

Signed by:
By: Yogesh Patel 9/30/2024
Yogesh Patel

TENANT:

CITY OF OXNARD

DocuSigned by:
By: Emilio Ramirez 9/30/2024
A23FE8B8ED47435...
Name: Emilio Ramirez
Title:

Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

If you are a Listing Agent - you must deliver the form to the seller/lessor before entering into the listing agreement. If the buyer/lessee is not represented by an agent, you must also deliver the form to it within one business day after receiving an offer from the buyer/lessee.

If you are the Buyer's Agent - you must deliver the form to the buyer/lessee as soon as the buyer/lessee seeks your services, but in any event before the buyer/lessee signs an offer. In addition, you must also deliver the form to the seller/lessor before or concurrently with presenting an offer.

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

CBRE, INC.

Agent

Lawrence Tanji

Associate Licensee Signature

(Date)

Lawrence Tanji

Associate Licensee Printed Name

DocuSigned by:

Emilio Ramirez

9/30/2024

Buyer/Lessee Signature

(Date)

Emilio Ramirez

Buyer/Lessee Printed Name

Yogesh Patel

9/30/2024

Seller/Lessor Signature

(Date)

Yogesh Patel

Seller/Lessor Printed Name

2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.
- (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.
- (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.
- (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
- (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
- (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
- (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller.
- (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.
- (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
- (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.
- (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.
- (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.
- (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

- (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
- (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision.
- (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.
- (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17.

- (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.
- (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.
- (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

SAMPLE ONLY – DO NOT FILL OUT

_____ is the Listing agent of (check one): () the seller exclusively; or () both the buyer and seller.
 _____ is the Selling agent, *if not the same as the Listing Agent*, of (check one): () the buyer exclusively; or () the seller exclusively; or () both the buyer and seller.

- (d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.16. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

INITIAL DRAFT
LEASE AGREEMENT
1155 S. Saviers Road
Oxnard, CA 93033

This Lease Agreement ("Agreement"), effective as of February 5, 2024 is made and entered into by and between the City of Oxnard ("City") and VYY Lodging, LLC, a California limited liability company ("Lessor"). City and Lessor may be referred to individually as a "Party" or collectively as the "Parties."

The Parties agree as follows:

1. **PROPERTY LEASED.** Lessor hereby leases to City and City hereby leases from Lessor a portion of Assessor's Parcel Number 203-0-070-310, improved as a motel property, containing a thirty-two (32)-room motel building of approximately (20,000) square feet of area ("Building"), with an adjacent parking lot ("Parking Lot"), commonly known and referred to as 1155 S. Saviers Road, Oxnard (collectively, the "Premises"). The Premises are more particularly shown on Exhibit "A," which will depict seven (7) rooms to be leased (please provide room map) attached hereto and made a part hereof by this reference. The Lessor's motel employees shall be onsite daily to assist with any maintenance and housekeeping issues and key card access to the guest rooms. Landlord shall accept reservations made by telephone (805-486-3600). Hotel's check-in and check-out time are 3:00 pm and 11:00 a.m. respectively. Guests will be permitted to check in early or check out later, subject to room availability.
2. **TERM.** The term of this Agreement shall be seven (7) months and shall commence on February 6, 2024, and terminate on September 6, 2024, ("Term"), subject to City's right of Early Termination as more particularly described in Article 38.
3. **RENT.** City shall pay to Lessor, during the term of this Agreement, all-inclusive monthly rent of \$115.00 per night, per room (Single Guest) and \$140.00 per night, per room for two beds (Multiple Guests). Service animals are allowed. The rent is payable in advance on the first day of each and every calendar month. Landlord shall establish a master account for Tenant for those specifically authorized by Tenant (The Master Account"), including any damages caused by the occupants. Master Account charges will be billed to the Tenant at the end of each month. Master account charges shall be paid fifteen (15) days after receipt of month end billing. There shall be no pass through of any operating expenses from Lessor to City other than costs incurred by Lessor to repair damages to the Premises caused by the sole negligence or misconduct of City, its agents, servants, employees, contractors, or patrons, or the occupants of the Premises. If, through no fault of City or its directors, officers, employees, contractors, invitees, licensees or program participants, any Room Block room is unavailable for City's use, City shall not be charged the nightly rate for such room or rooms. In the event of overpayment, such overpayment shall be refunded to City or credited against future nightly rate charges, as the Parties agree.
4. **HOLDOVER.** If City holds possession of the Premises after the expiration of the term of this Agreement, or any extension thereof, with consent of Lessor, either expressed or implied, City shall become a tenant from month-to-month at the rental amount paid for the last month of the Term of this Agreement. Such tenancy will be subject to all of the terms and conditions of this Agreement. After an extension period of six (6) months the rent may be revised.

5. USE. The Premises shall be used for the following specified purpose and shall not be used for any other purpose without first obtaining the written consent of Lessor:

GENERAL MOTEL USE - PUBLIC SERVICE

6. SIGNS. City shall have the right, at the City's sole cost and expense, to install any signs appropriate for the identification of the Premises subject to the City of Oxnard's approval and issuance of any required permit(s). Lessor shall not install signs on the Premises without the written consent of the City.

7. ALTERATIONS BY CITY. During the Term or any extension thereof, City shall have the right, at City's sole expense, to make installations, modifications and improvements to the Premises, provided, however, that the basic structure shall not be altered. All improvements, installations and modifications installed by City during the Term of this Agreement shall be considered personal property of City and City may, at its option, remove any or all of such items at any time during the Term of this Agreement or any extension thereof. Upon the expiration or termination of this Agreement, City shall remove all such improvements, installations and modifications at City's sole cost and expense. If City removes any of such items, City shall restore the portion of the Premises affected by such removal, as nearly as practicable to its condition as of the date of occupancy by City, normal wear and tear excepted.

8. PARKING. City, its agents, invitees, employees, contractors and patrons shall have use of all the unreserved parking spaces in the Parking Lot adjacent to the Building for the Term of the Agreement or any extension thereof. This parking is included in the rent paid by City each month.

9. PRORATION OF RENT. If rent due under this Agreement for any calendar month should be for less than a full month, the rent due for that month shall be prorated on the basis of a 30-day month.

10. CONSTRUCTION OF TENANT IMPROVEMENTS BY LESSOR. None.

11. DELAY IN DELIVERY OF POSSESSION. If possession of the Premises is not delivered to City ready for occupancy within 30 days after the date of execution of this Agreement (the "Termination Trigger Date"), City may terminate this Agreement without further obligation by so advising Lessor in writing. Notwithstanding the foregoing sentence, the Termination Trigger Date shall be extended one day for each day Lessor is delayed in delivering the Premises to City ready for occupancy caused by (i) any acts or omissions of City, or its agents, contractors, employees, guests, licensees or invitees, or (ii) any strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, government actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of Lessor.

12. FIRE INSURANCE. Fire and extended coverage insurance on the Premises herein leased shall be the sole concern of Lessor. However, no use except that which is expressly provided in this Agreement shall be made, or permitted to be made, of the Premises.

13. TAXES AND ASSESSMENTS. Lessor shall pay all ad valorem taxes and assessments levied against the Premises covered by this Agreement. It is the understanding of the City that no transit occupancy tax for City's occupancy of the Premises shall be due.

14. UTILITIES. Lessor shall pay for all utilities, including waste removal, water, sewer, gas, and electrical serving the Premises and make payments directly to the utility companies furnishing same. Lessor shall make and maintain proper connections with any and all water, gas, sewer, and electrical lines on or serving the Premises and will continue the connections and service thereof during the Term of this Agreement or any extension thereof.

15. JANITORIAL SERVICES. Lessor shall provide standard housekeeping and custodial services at least every seven days to the Premises, including to each of the seven (7) guest rooms in the Building, during the Term of this Agreement or any extension thereof. As part of the standard housekeeping and custodial services provided by Lessor every seven days, Lessor shall provide fresh towels and sheets, cleaning and trash removal to each of the seven (7) guest rooms in the Building. All housekeeping, custodial and laundry services will be furnished by Lessor in accordance with current health and safety protocols established by public health officials.

16. REPAIRS AND MAINTENANCE BY LESSOR. Lessor shall maintain the Premises as set forth in Exhibit "B," including its foundation, walls, suite demising walls, roof, building exterior including doors and glass, floors, floor coverings, electrical system, plumbing, water and sewage disposal systems, fire sprinkler system, fire alarm system, and HVAC system, and shall provide, at its sole cost, all maintenance, repair and replacement required to be performed in connection therewith. Excepting normal wear and tear, all maintenance, repair and replacement required by reason of excessive damage caused by the sole negligence or misconduct of City, its agents, servants, employees, contractors, or patrons, or occupants of the Premises shall be assumed by Lessor and charged separately by Lessor to City. Lessor, however, shall have no responsibility for interior painting of the Building after occupancy of the Premises by City or for maintenance which may be required by reason of the sole neglect or misconduct of City, its agents, servants, employees, contractors, or patrons.

17. ENTRY BY LESSOR. Lessor may enter upon the Premises at reasonable times with reasonable prior notice to examine the condition thereof, and for the purpose of providing maintenance and making such repairs as Lessor is obligated to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted on the Premises.

18. COMPLIANCE WITH LAW. If the Premises, or Lessor's real property on which the Premises is located, is determined to be in non-compliance with the provisions of the Occupational Safety and Health Act of 1970, or any related legislation including but not limited to California Civil Code section 55.51 et seq. and the federal Americans with Disability Act (as such non-compliance shall be determined on an unoccupied basis without regard to City's proposed use of the Premises or any alterations or improvements to be completed by or for City in the Premises), Lessor shall, to the extent possible, make all installations, modifications or improvements required as a result of such non-compliance, except that City shall comply with all laws and perform all installations, modifications or improvements made necessary due to any installations, modifications or improvements to, or use by City of, the Premises. The Premises have not undergone inspection by a Certified Access Specialist as defined by California Civil Code section 1938.

19. ASSIGNMENT AND SUBLETTING. City shall have the right to assign this Agreement or sublet the Premises with the written consent of Lessor, which consent shall not unreasonably be withheld. In the event that the Premises are sold during the Term of this Agreement, purchaser shall become Lessor's assignee hereunder. In such an event, all terms and conditions of this Agreement shall remain in full force and effect.

20. DEFAULT OR BREACH. Except as otherwise provided, at any time one Party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other Party shall give written notice to remedy such default or breach. If said default or breach is remedied within 30 days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within 30 days following such notice, the other Party may, at its option, terminate this Agreement. Such termination shall not be

considered a waiver of damages or other remedies available to either Party because of such default or breach. Each term and condition of this Agreement shall be deemed to be both a covenant and a condition. Notwithstanding the foregoing, City shall be in default under this Agreement if City fails to pay any monetary obligation due and owing hereunder within 10 days following written notice from Lessor that said amount is past due and owing.

21. WAIVER. A waiver by either Party of any default or breach by the other Party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

22. PARTIES BOUND AND BENEFITTED. The covenants, terms, and conditions herein contained shall apply to and bind the successors and assigns of all of the Parties hereto, and all of the Parties hereto shall be jointly and severally liable hereunder. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Lessor and City, subject to compliance with the terms of Article 19.

23. TIME. Time is of the essence of this Agreement.

24. HOLD HARMLESS AND INDEMNITY. City shall defend, indemnify and hold harmless Lessor from and against all third-party demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or relating to any death, bodily injury or property damage resulting from, or in conjunction with, the maintenance, use or occupation of the Premises by City and its agents, invitees, employees, contractors or patrons under this Agreement, except as to any loss or damage as may arise from the sole negligence or willful misconduct of the Lessor.

In the event of any failure of any building system or element in the Premises that is a Lessor responsibility pursuant to Article 16, Lessor shall defend, indemnify and hold harmless City and its elected officials, officers, directors, agents, employees, subcontractors and volunteers from and against all third-party demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or related to any death, bodily injury or property damage resulting from such failure, except as to any loss or damage as may arise from the sole negligence of City.

25. DESTRUCTION OF PREMISES. If the Premises should be destroyed by any cause or declared unsafe or unfit for occupancy by any authorized public authority for any reason, either wholly or in such a degree as to materially impair City's use of said Premises, then all rent due under the terms of this Agreement shall cease as of the date of such destruction or declaration. If Lessor makes the necessary repairs within 30 days rendering the Premises as suitable and serviceable as they existed on the day City's occupancy of the Premises commenced, no right of termination by the City shall exist. If repairs are not made within 30 days, ordinary wear and tear excepted, the City may terminate this Agreement effective on the 30th day after said destruction by mailing written notice to Lessor of the City's intention to terminate. If during a period of partial destruction, the City should desire to continue occupancy, the rent shall be abated in the same ratio ("Reduced Rent"), as the portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole Premises. Should the partial destruction of the Premises not be repaired within 30 days, the City shall have the option to terminate this Agreement or remain in possession at the Reduced Rent.

26. CONDEMNATION. If a public authority under the power of eminent domain should take the whole of the Premises, then the Term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, City shall have the right to either terminate this Agreement or to continue in possession of the remainder

of the Premises. If City remains in possession, all of the terms hereof shall continue in effect, with rents payable being reduced proportionately for the balance of the term of this Agreement. If such taking under the power of eminent domain occurs, those payments attributable to the leasehold interest of City shall belong to City, and those payments attributable to the reversionary interest of Lessor shall belong to Lessor.

27. CONDITION OF PREMISES UPON TERMINATION. Upon the termination or expiration of this Agreement for any reason, City shall vacate the Premises and deliver it to Lessor in good order and condition, excepting damage by the elements, fire, earthquake, falling objects and ordinary wear and tear. City shall repair any extraordinary damage to the Premises which may be required by reason of neglect or misconduct of the City, its agents, servants, employees, contractors, or patrons, or occupants of the Premises. At the end of each guest's stay and at the conclusion of this Room Block Agreement, each room will be assessed for damages from its original condition prior to this Room Block Agreement.

28. ENTIRE AGREEMENT; SEVERABILITY. This Agreement contains the entire understanding of the Parties hereto and no obligations other than those expressly set forth herein will be recognized, regardless of whether the terms herein differ from what might arguably be implied from any other contract, lease, ordinance, policy, or other documents approved by City. If any term or provision of the Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining portions of the Agreement shall be considered severable and not affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be illegal, invalid, or unenforceable.

29. AGREEMENT MODIFICATION. This Agreement may be terminated, extended, or amended in writing only by the mutual consent of the Parties hereto. Such modification may be executed by the Director of City's Public Works Agency, or another authorized representative, on behalf of City.

30. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

31. GENDER AND NUMBER. For the purpose of this Agreement, wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.

32. ARTICLE HEADINGS. Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

33. NOTICES AND PAYMENTS. All notices required under this Agreement, including change of address, shall be in writing and all notices and payments shall be made as follows:

A. All checks to Lessor shall be made payable to VYY Lodging, LLC. Payments and notices to Lessor shall be given or mailed to:

Attn: Yogesh Patel

Address: 1155 S. Saviers Road

City, State, Zip: Oxnard, CA 93033

Lessor may request to receive payments via Electronic Funds Transfer by completing documentation provided by City.

B. All payments and notices to City shall be given or mailed to:

Emilio Ramirez
Housing Department
City of Oxnard
435 South D Street
Oxnard, CA 93030

C. Lessor's monthly lease payment invoices, and other invoices pre-approved by City, may be sent to City via email with the following email address: emilio.ramirez@oxnard.org. All invoices must include the address of the Premises.

34. APPROVAL BY OXNARD CITY COUNCIL. This Agreement was approved by the Oxnard City Council by action of September 19, 2023, (Item Number L4)

35. ANTENNA. City shall have access to the Building's roof to install communications equipment necessary to conduct the City's business. City shall bear all costs associated with said communications equipment including all permits and fees. City shall be responsible for any damage to the roof caused by said communications equipment and upon the expiration or termination of the Agreement shall be responsible for removal of said communications equipment and shall restore the portion of the roof affected by such removal, as nearly as practicable to its condition as of the date of occupancy by City, normal wear and tear excepted.

36. GOVERNING LAW; FORUM; VENUE. This Agreement shall in all respects be interpreted, governed and enforced in accordance with the laws of the state of California applicable to contracts entered into and fully to be performed therein. The Parties agree that this Agreement was made and entered into in Ventura County, California and that this Agreement and the Parties' obligations under this Agreement are to be performed in City of Oxnard. Accordingly, the Parties agree that any action, suit or other legal proceeding concerning this Agreement shall be in a forum with jurisdiction over Ventura County, California, with venue in Ventura County.

37. LIABILITY INSURANCE. City, at its own expense, shall procure and maintain with respect to the Premises and operations conducted therein adequate general premises liability insurance against bodily injury and against property damage. Said insurance shall have a combined single limit of liability for bodily injuries and for property damage in an amount of not less than Two Million Dollars (\$2,000,000.00). Notwithstanding anything to the contrary provided in this Agreement, City shall furnish to Lessor a Certificate of Liability Insurance, which certificate shall verify that City carries liability insurance as described above. Said certificate shall verify that (i) Lessor is named as an additional insured in said insurance, (ii) said insurance covers products and completed operations coverages, (iii) such insurance shall not be cancelled nor terminated without thirty (30) days' prior written notice given to Lessor, and (iv) said insurance shall be primary insurance, notwithstanding any "other insurance" clauses to the contrary which may be contained in either City's or Lessor's insurance contracts. The insurance coverage shall contain within the contract or by endorsement a "broad form" of contractual liability coverage which covers contracts entered into by City, including leases.

38. EARLY TERMINATION. During the Term of this Agreement, City shall have the right to surrender and quit paying Rent for the Premises, with such surrender effective, (insert date) 2023, or thereafter, by providing Lessor with written notice at least thirty (30) days prior to such surrender.

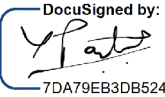
39. EVICTIOIN/REMOVAL: The City will be responsible for any evictions required for tenants and tenant removal. Any additional expenses incurred by Lessor for evictions and/or removing of tenants and/or tenants' property will be paid for by City.

40. OCCUPANCY OF PREMISES. Lessor and City understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of hotel rooms in exchange for access to or use of the Premises. Lessor and City also understand that neither has entered into any contract with the occupants of the hotel rooms related to the use of the Premises within the meaning of California Civil Code section 1925. The occupants of the hotel rooms are not persons who hire any dwelling unit from Lessor or City within the meaning of California Civil Code section 1940 and are not subject to the benefits of the California Civil Code or any other state statutes, rules, or regulations or local government rules, regulations or ordinances, that confer tenancy rights on the occupants.

41. COMMISSION: As part of this agreement, CBRE represents the City of Oxnard in Tenant representation. As such, the Hotel agrees to pay CBRE 4% of the gross total consideration for the term of the Agreement and any extensions and/or amendment thereto.

LESSOR:

VYY Lodging ^{DocuSigned by:} ria limited liability company

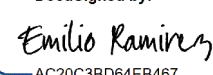
Signature: 

By: Yogesh Patel

Its: _____

LESSEE:

City of Oxnard ^{DocuSigned by:}

Signature: 

By: Emilio Ramirez

Its: _____

EXHIBIT "A"

Seven (7) Rooms Described Further Below

Single Occupancy:

1. [REDACTED] – 1 Bed
2. [REDACTED] – 1 Bed
3. [REDACTED] – 1 Bed
4. [REDACTED] – 1 Bed
5. [REDACTED] – 1 Bed
6. [REDACTED] – 1 Bed

Room #'s redacted

Double Occupancy

1. [REDACTED] – 2 Beds

Room # redacted

EXHIBIT "B"
MAINTENANCE & REPAIR SCHEDULE

NO.	ITEM	LESSOR	CITY
1	Electrical system and conduits.	X	
2	Light switches and electrical outlets.	X	
3	Ballast and transformers for florescent lights.	X	
4	Light bulbs and/or florescent bulbs, including installation.	X	
5	Plumbing system: water, sewer, gas and other underground lines.	X	
6	Plumbing blockage within the premises or from the premises to a community line.	X	
7	Toilets, urinals, water closets, water faucets, paper towel & toilet tissue holders (not owned by supplier), mirrors and other restroom fixtures.	X	
8	Water heater.	X	
9	Drinking fountains	X	
10	Air conditioning & heating systems, including control switches & thermostats.	X	
11	Telephone & cable T.V. jacks.		X
12	Carpet, tile and/or linoleum.	X	
13	Interior doors, door and window hardware and locks.	X	
14	Drapes, window shades, blinds or other window covering.	X	
15	Ceiling.	X	
16	Interior walls & partitions.	X	
17	Broken window glass or door glass including plate glass windows.	X	
18	Exterior walls, roof, drains & down spouts.	X	

19	Exterior parking lot, repair & maintenance.	X	
20	Grounds landscaping, gardening and debris clean up.	X	
21	Security camera system.	X	
22	Fire extinguishers.	X	
23	Refuse, rubbish & garbage disposal.	X	
24	Janitorial service including window washing.	X	
25	Paper supplies, dispensers & waste containers in restrooms.	X	
26	Pest control: exterior or common area.	X	
27	Pest control: interior.	X	

However, it is understood and agreed that Lessor shall not be responsible for those items which require repair or maintenance due to the sole neglect or misconduct of City, its agents, employees, contractors or patrons.

Occupancy and Arbitration Agreement

This Occupancy and Arbitration Agreement ("Agreement") is made between VYY Lodging LLC, a California limited liability company ("RosEda Motel - Oxnard") and the City of Oxnard guest who is staying at 1155 S. Saviers Road, Oxnard, CA 93033 ("Guest"). – Oxnard and Guest may be referred to individually as a "Party" or collectively as the "Parties."

Guest Is Not a Tenant of RosEda Motel - Oxnard: The City of Oxnard ("County") has agreed to provide free non-congregate shelter to residents experiencing homelessness. City has leased the entire RosEda- Oxnard property located at 1155 S. Saviers Road, Oxnard, CA 93033 ("Property") to provide emergency shelter. Guest acknowledges that their free stay at the Property is provided pursuant to a lease agreement between County and RosEda Motel- Oxnard. Guest acknowledges that they have no contractual relationship or any relationship with RosEda Motel- Oxnard related to the use of the Property within the meaning of California Civil Code section 1925. Guest acknowledges that they are not persons who hire any dwelling unit from RosEda Motel- Oxnard within the meaning of California Civil Code section 1940 and are not subject to the benefits of the California Civil Code or any other state statutes, rules, or regulations or local government rules, regulations or ordinances that confer tenancy rights on Guest. Guest acknowledges that they have not paid money, fees, or any other form of payment, consideration or gift to RosEda Motel- Oxnard to stay at the Property. Guest acknowledges that they are not a tenant of RosEda Motel- Oxnard but rather are a guest at the Property leased by County. Guest acknowledges that they must follow all rules of the RosEda Motel- Oxnard and may be removed from the Property at any time by RosEda Motel - Oxnard management for failure to do so. If Guest has a grievance about being removed from the Property, Guest agrees that their sole recourse is with County and not with RosEda Motel- Oxnard.

Agreement to Binding Arbitration: Guest and RosEda Motel - Oxnard agree that any issue, dispute, claim or controversy arising out of or relating to or in any way concerning Guest's stay at the Property will be settled by binding individual arbitration. Each Party waives the right to a trial by jury as to all arbitrable disputes. If there is a dispute about whether this Agreement can be enforced or applies to a dispute, the arbitrator will decide that issue. This Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA then in effect. The AAA Rules are available at www.adr.org. The arbitration shall be conducted in Ventura County and the arbitrator(s) shall apply the substantive laws of California to the dispute. The arbitration shall be conducted by a single arbitrator on a confidential basis.

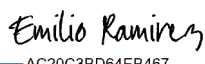
No Class Actions or Representative Proceedings: Any arbitration shall be conducted solely on an individual basis and not as a class action or representative action. The Parties are waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding as to all disputes between them. The arbitrator may not consolidate more than one Party's claims and may not otherwise preside over any form of class or representative proceeding.

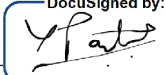
Date: 2/6/2024

Date: 2/7/2024

City of Oxnard
Guest's Printed Name

VYY Lodging, LLC, a
California limited liability
company

DocuSigned by:

AC20C3BD64EB467...
Emilio Ramirez

DocuSigned by:

7DA79EB3DB5245D...
Representative's Signature

92338190.1

EXHIBIT C

RosEda Motel 1155 S Saviers Road Rules

1. No visitors.
2. No loud music.
3. No standing around outside the room.
4. No knocking on other room doors.
5. When housekeeping service is given the guest must step out of the room and they can only take the service between 10 am and 2 pm.
6. Disturbing other Guests is not allowed.
7. All rooms have individual heating and air conditioning unit. Please note that the unit does not work if windows and doors are opened or if windows are not properly closed.
8. Guests must have appropriate clothes and footwear when they are moving through the public spaces of the motel.
9. It is not allowed to take explosive, weapons, inflammable materials, or other dangerous chemicals into the motel.
10. It is not permitted to use hot plates, electric heaters, or any other heater device in the room.
11. For your convenience we offer parking for 1 vehicle per room. Motel is not responsible for any damage or loss of your vehicle while it is parked at the property.
12. It is not allowed to take out from the motel the room inventory (pillows, sheets, bedspread, and towels).



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5

DATE: October 7, 2025

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Approving Resolutions Amending the City's Classification and Salary Resolution, and Amending the City's Position Control Resolution to Add the Deputy City Treasurer Position.

RECOMMENDATION

That the City Council:

1. Adopt a resolution Amending the Classification and Salary Schedule Resolution No.15,886; and
2. Adopt a resolution Amending the Full-Time Equivalent Resolution No. 15,885.

(This item did not originate in Committee.)

BACKGROUND

At its meeting on June 17, 2025, the City Council adopted the City Treasurer's Department budget for fiscal year 2025-2026 in the amount of \$409,182. The City Council increased the City Treasurer's budget to \$482,000 at the City Council meeting on July 29, 2025 after Ventura County Superior Court Judge Borrell ruled in the case of *Molina v. Nguyen* that "[t]he Court finds that the City Treasurer requires an annual budget of \$482,000."

Under the terms of the Order in the case dated July 31, 2025, "[t]he City Treasurer shall determine how the money in the City Treasurer's budget is allocated on deputy city treasurers and administrative support personnel." The Order went on to state: "To the extent that the City Treasurer wishes to allocate a portion of the \$482,000 City Treasurer's Department budget to hire one or more deputy treasurers and/or administrative support personnel (whether on a full-time or part time basis), the City Treasurer shall follow the standard Human Resources regulations and policies regarding the creation of new position(s) and the hiring process for the positions."

The City Treasurer subsequently requested the creation of a full-time Deputy City Treasurer position. After the job description for the new Deputy City Treasurer position was finalized, this item was placed on the agenda for City Council consideration of the Resolution Amending the Classification and Salary Schedule Resolution No. 15,886 and adopt the Resolution Amending the Full-Time Equivalent Resolution No. 15,885.

Recruitment for the Deputy City Treasurer position will commence after the City Council's anticipated adoption of the two resolutions.

Separately, Human Resources and the City Treasurer are working on the creation of a job description for the proposed full-time Administrative Assistant position for the City Treasurer's Department. Once that job description is completed, then Human Resources will bring the resolutions to amend the Classification and Salary Schedule and amend the Full-Time Equivalent Resolution for City Council consideration.

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

The maximum twelve-month cost of the full-time position, including salary and benefits, is approximately \$173,927 and will be absorbed by the department's budget.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Naveau, Human Resources Director

ATTACHMENTS

1. Deputy Treasurer Allocation Resolution
2. Deputy Treasurer Class Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
RESOLUTION NO. 15,885 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS
PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND
REGULATIONS

WHEREAS. Chapter 4, Section 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification; and

WHEREAS, the City Council has reviewed the revision and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE. the City Council of the City of Oxnard resolves to amend Resolution No. 15,885 with the following changes to the adopted FY 25/26 position allocations as specified:

Department	Title	Adopted 25/26	Proposed Change	New Allocation
Treasurer's Department	Deputy City Treasurer	0	1	1

PASSED AND ADOPTED THIS 7th day of October, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
RESOLUTION NO. 15,886 AUTHORIZING AND APPROVING CLASSIFICATION AND
SALARY SCHEDULES PURSUANT TO THE CITY OF OXNARD PERSONNEL RULES
AND REGULATIONS

WHEREAS, on June 17, 2025, the City Council was presented with Resolution No. 15,886 authorizing full-time equivalent positions in the City service effective July 1, 2025; and

WHEREAS, Chapter 9, Article 9.10.1 of the City of Oxnard Personnel Rules and Regulations authorizes the Human Resources Director to determine the minimum and maximum rates of pay by giving consideration to, among other things, prevailing rates of pay for comparable work in comparable jurisdictions, current costs of living, and the City's financial condition and policies; and

WHEREAS, Chapter 4, Article 4.5 of the City of Oxnard Personnel Rules and Regulations requires that the City of Oxnard classification listing of all classes of positions in the general city service be approved by resolution of the City Council; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Exhibit "A" of Resolution No. 15,801 in accordance with Chapter 4, Article 4.5 of the City of Oxnard Personnel Rules and Regulations by adjusting the salary ranges for the following classifications effective October 7, 2025.

Classification Title	FLSA Status	Union Code	Compensation Frequency	Hourly (H)/Salary (S) Range
Deputy City Treasurer	E	OMMA	Hourly	\$37.79 - \$61.94 (S)

PASSED AND ADOPTED THIS 7th day of October, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

Lourdes A. López, City Clerk

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6

DATE: October 7, 2025

TO: City Council

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

SUBJECT: FY 2025-26 Harbour Island Homeowners Association Donation to Waterways Maintenance Assessment District Zone 2 - Harbour Island (Agreement A-8597) and Budget Adjustment.

RECOMMENDATION

That the City Council, acting as the legislative body of the Waterways Maintenance Assessment District, approve and authorize:

1. Acceptance of a \$17,400 donation from the Harbour Island Homeowners Association (HOA) to support landscape maintenance and on-call services within the Harbour Island linear park; and
2. Approval of Agreement A-8597, entered by and between the City of Oxnard and the Harbour Island Homeowners Association for the donation; and
3. Approval of associated budget appropriations within Waterways Maintenance Assessment District Zone 2 – Harbour Island Fund (120-40203801) to recognize the full amount of the donation revenue and to authorize expenditures up to the full amount of available funding consistent with the specific purposes outlined in the Agreement.

(Public Works and Transportation Committee approved 3-0 on September 9, 2025)

BACKGROUND

The Waterways Maintenance Assessment District (WAD) was formed on June 16, 1970, by the Oxnard City Council through Resolution No. 5121, pursuant to the Improvement Act of 1911 (Streets and Highways Code § 5820 et seq.). The District was established to finance, in perpetuity, capital improvements, maintenance, and operational expenses related to public infrastructure including landscaping, sidewalks, streets, water, flood control, drainage systems, and vector control. In practice, the District's responsibilities have focused on maintaining public waterways, bulkheads, parking areas, and landscaped spaces within the Mandalay Bay neighborhood. In October 1987, the City annexed additional parcels from Mandalay Bay Phase IV, now known as "Harbour Island", into the District through Resolution No. 6830. As part of this annexation, the City established two assessment zones: Zone 1 for the original Mandalay Bay area and Zone 2 for Harbour Island. Similar to Zone 1, Zone 2 is also authorized to provide a wide range of services, including maintenance of waterways, bulkheads, landscape areas, asphalt, curbs, irrigation systems, and water quality monitoring.

In 1996, the passage of Proposition 218 by California voters introduced limits on assessment amounts, thereby only allowing assessment increases with approval of the property owners. Since Prop 218 took effect, the annual assessment for WAD Zone 2 has remained capped at \$47,949, with no mechanism for inflationary adjustment. For almost three decades, inflation has steadily increased and eroded the purchasing power of these funds. To provide the same effective amount of revenue would now require the assessment to be approximately \$98,123 in 2025 dollars. However, due to the restrictions imposed by Prop 218, the assessment continues to be limited to \$47,949 without regard for increases in costs of services. This has resulted in a significant reduction in the District's ability to sustain service levels. Recent revenues from the annual assessments have generally been insufficient to cover the costs of major repairs, enhancements, or routine upkeep of other authorized improvements.

DISCUSSION:

Special Districts staff has met with the Harbour Island HOA on multiple occasions to address the recurring budget shortfalls in Waterways Maintenance District Zone 2, which continue to be impacted by Proposition 218's cap on annual assessments. The HOA has provided financial contributions on several occasions in recent years to help maintain service levels in the absence of additional assessment revenue. In FY 2020-21, the HOA donated \$4,853 to WAD Zone 2 to fund water quality remediation efforts in the channel. The HOA also donated \$15,446 to WAD Zone 2 in FY 2023-24 to fully fund contracted landscape services in Harbour Island for the year, as well as additional maintenance needs, including irrigation repairs, plant material replacement, and mulching.

For FY 2025-26, the HOA has proposed a donation of \$17,400 to WAD Zone 2. California Government Code section §37354 authorizes municipalities to accept donations for public purposes, and the Donation Agreement specifies that these funds are to be used exclusively for landscape maintenance and improvements within the Harbour Island linear park. Through discussion with the community during the FY 2025-26 budget process, staff anticipated a donation from the HOA to supplement services within their district. Staff subsequently included projected revenue and expense amounts to reflect the HOA donation. However, the exact donation amount was not provided by the Harbour Island HOA until after the FY 2025-26 budget had been adopted. Therefore, budget adjustments to both revenues and expenses are necessary in order to align the budgeted revenues with the donation total, as well as the budgeted expenses to allow for the increased expenditures that will be enabled by these funds.

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

During the creation of the FY 2025-26 Harbour Island Zone 2 budget, Special Districts staff met with members of the community to determine their total donation amount. When the FY 2025-26 budget was adopted, the HOA donation amount had not been agreed upon. Therefore, a placeholder in the amount of \$15,452 was included in the budget by staff in anticipation of this donation and expenses were budgeted slightly lower to provide for a margin of error. However, the actual donation amount from the HOA is \$17,400 and budget adjustments are needed to both the revenues, to account for the actual donation amount, and the expenses, to reflect the actual total available funding, for Harbour Island Zone 2.

Acceptance of this donation will have no impact on the General Fund. The \$17,400 donation will be recognized in revenue account 40203801-47300 (Donations and Contributions). The additional expenses will be incurred in 40203801-53200 (Professional Services) for Waterways Maintenance District Zone 2 – Harbour Island. Adjustments to the listed line-items are outlined in the tables below.

WAD Zone 2 Revenue:

Account	FY 2025-26 Adopted Budget	FY 2025-26 Revised Budget (if approved)	Adjustment
40203801-47300 (Donations and Contributions)	\$15,452	\$17,400	\$1,948

WAD Zone 2 Expenditures:

Account	FY 2025-26 Adopted Budget	FY 2025-26 Revised Budget (if approved)	Adjustment
40203801-53200 (Professional Services)	\$42,700	\$45,018	\$2,318

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on September 9, 2025 to approve the staff recommendation and to forward the item for Council approval.

Please click [here](#) to view the Measure M pre-recorded presentation video.

Please click [here](#) to view the September 9, 2025 Public Works and Transportation Committee Meeting recording.

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

ATTACHMENTS

1. Harbour Island HOA Donation Agreement A-8597
2. City of Oxnard Special Districts Map
3. City of Oxnard Special Districts List

CITY OF OXNARD DONATION AGREEMENT

THIS DONATION AGREEMENT (“Agreement”) is entered into in Ventura County, California, on October 7, 2025. This Agreement is entered by and between the City of Oxnard (“City”) and Harbour Island Homeowners Association (“Donor”), for good and valuable consideration, subject to the following terms and conditions:

SECTION 1. DONATION

Donor is (check and complete all that apply):

- ☒ Donating \$17,400 in a lump sum.
- ☐ Donating \$_____ in _____ (monthly, quarterly, etc.) payments of \$_____ in _____ installments.
- ☐ Donating the following (describe equipment):
- ☐ Donor prefers the City use the Donation for the following limited purpose(s):

The donation by Harbour Island Homeowners Association is to be specifically used for landscape maintenance and improvements within the Harbour Island linear park.

SECTION 2. BEHESTED DONATION

- ☐ If this box is checked this donation is being made at the behest of CouncilMember/Commissioner/City Staff Member _____.

If the Donation is being made at the behest of an elected official, the City shall notify the elected official that the elected official may be required to submit a Form 803 Behested Payment Report to the Fair Political Practices Commission.

SECTION 3. ADDITIONAL CONDITIONS

The City’s acceptance of the Donation is subject to the conditions specified as follows:

1. Pursuant to California Government Code Section 37354, the City acknowledges that the Donation shall be used for a public purpose as described in **Section 1**.
2. The City shall provide Donor with a donation receipt indicating the amount of the donation or estimated value of goods or services donated within 30 days of receiving the Donation.

3. The City will make best efforts to use the Donation for the purpose(s) specified in **Section 1**. If it is impractical for the City to use the Donation for the purposes specified in **Section 1**, the City may use the Donation in any manner at its sole discretion and Donor has no right or obligation to control City's use of the donation.
4. Donor has not and will not receive any goods or services in exchange for the Donation and the City will not grant any extra consideration to the Donor in relation to City procurement, regulatory matters, or any other business, services, or operations of the City.
5. No Warranties. Donor(s), including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Equipment.

SECTION 4. COORDINATION

In connection with administering this agreement, Donor and City shall work through the following primary representatives:

	CITY OF OXNARD	DONOR
PRIMARY REPRESENTATIVE	Patrick Fleming, Special Districts Administrative Project Manager	Richard Drake, Harbour Island Homeowners Association, President
ADDRESS	1060 Pacific Ave, Building 1 Oxnard, CA 93030	C/O Community Property Management (CPM), Seti Sabi, 751 E. Daily Drive, Suite 300, Camarillo, CA 93010
PHONE	805-200-5334	805-987-8945
EMAIL	patrick.fleming@oxnard.org	seti@cpm1.com
FAX	N/A	805-987-7906

CITY OF OXNARD

DONOR

Luis A. McArthur, Mayor

Date _____

RDH 8/2/2025
Richard Drake, President Date
Harbour Island Homeowners Assoc.

ATTEST:

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

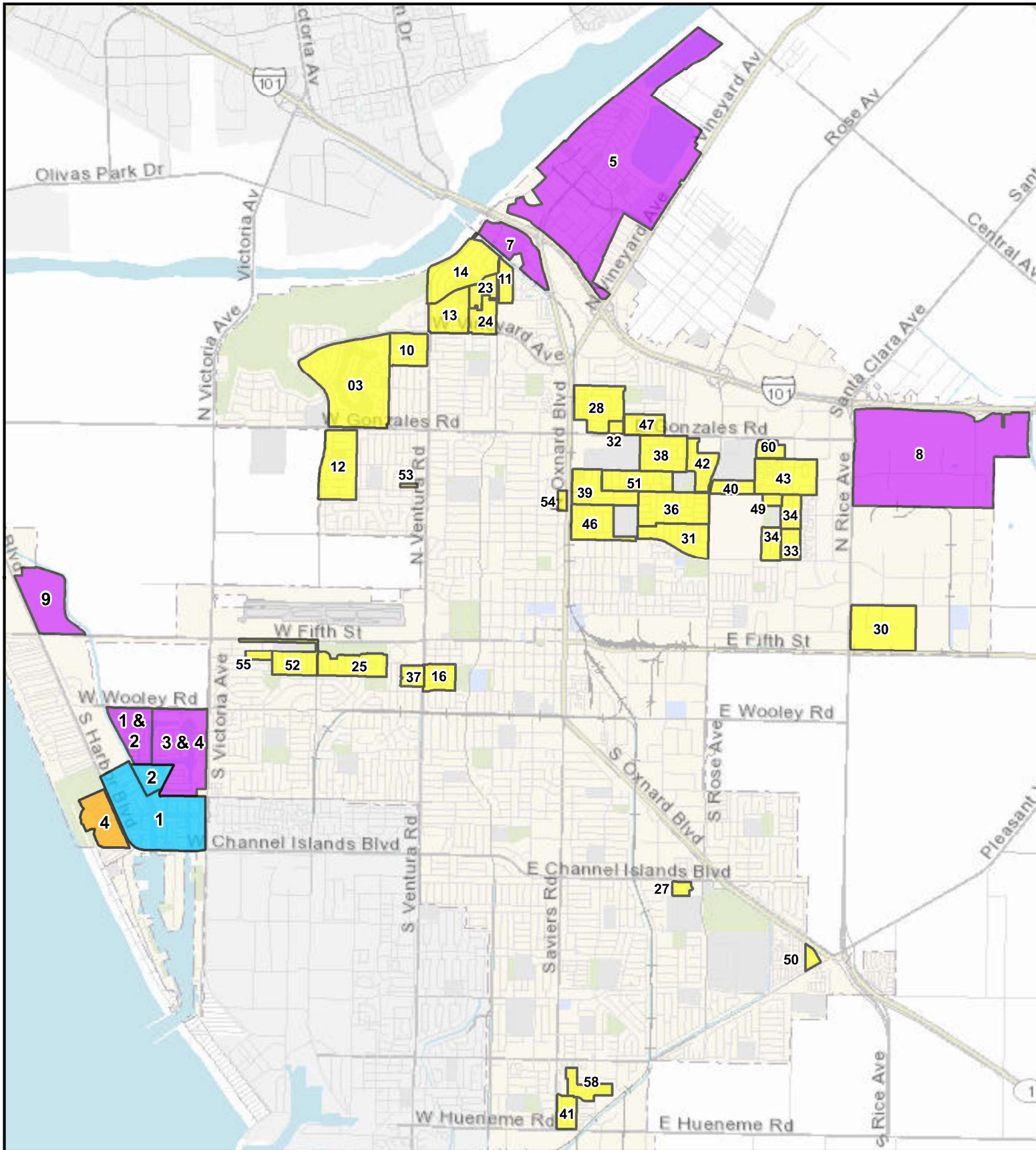
Date _____

APPROVED AS TO FORM:

Stephen Fischer, City
Attorney (always required)

Date _____

CITY OF OXNARD SPECIAL DISTRICTS



- | | |
|---|--|
| Maintenance Assessment District (District No.) | Community Facilities District (District No.) |
| Waterway Assessment District (Zone No.) | Landscape Maintenance District (District No.) |

CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS	
3 – Riverridge	37 – Pacific Cove
10 – Country Club	38 – Aldea Del Mar
11 – St Tropez	39 – El Sueno Promesa
12 – Standard Pacific	40 – Cantada
13 – Le Village	41 – Pacific Cove
14 – California Cove	42 – Cantabria/Coronado
16 – California Lighthouse	43 – Greenbelt
23 – Greystone	46 – Daily Ranch
24 – Vineyards	47 – Sycamore Place
25 – The Pointe	49 – Cameron Ranch
27 – Rose Island	50 – PV Senior Housing
28 – Harborside	51 – Pfeiler
30 – Haas Automation	52 – Wingfield
31 – Rancho De La Rosa	53 – Huff Court
32 – Oak Park	54 – Meadowcrest
33 – El Paseo	55 – Wingfield West
34 – Sunrise Pt/Sunset Cove	58 – Westwind
36 – Villa Santa Cruz	60 – Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay Zone	2 – Harbour Island



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.7

DATE: October 7, 2025

TO: City Council

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

SUBJECT: Purchase Orders with Gibbs International, Inc. and The Charles Machine Works, Inc. for Heavy Equipment for the Public Works Water Division.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to execute two purchase orders for the following:

1. Gibbs International Inc. for a not-to-exceed value up to \$300,000.00 for the purchase of a 2026 HV607 SBA International Truck, 10-Ton Dump Truck (dump truck); and
2. The Charles Machine Works, Inc. for a not-to-exceed value up to \$700,000.00 for the purchase of a 2025 Kenworth T480 with a Ditch Witch Hydro Vacuum Truck/Excavator W8 Standard Package (vacuum truck).

(Public Works and Transportation Committee approved 3-0 on September 9, 2025)

BACKGROUND

The Water Division's Distribution Team, which is one of six groups in the Water Division, is responsible for delivering high-quality potable water and overseeing approximately 600 miles of underground transmission and distribution pipelines. The Distribution Team's duties consist of scheduled maintenance and emergency repairs, including:

- Customer turn-ons & shut-offs
- Repairs of water service leaks, main breaks, and other related emergencies
- Hydrant maintenance
- Above and below-ground valve turning/exercising
- Maintaining air-vacs, blow-offs, and other water infrastructure appurtenances

Heavy equipment and trucks are essential to efficiently complete repairs and replace water infrastructure during regular preventative maintenance and during emergency work.

Dump truck - the Water Division currently owns and operates a 2009 International 4300V 2-Axle Dump Truck (equipment no. 09404), which requires replacement as it has accumulated high mileage and has exceeded its life expectancy, resulting in increased maintenance costs and heightened safety risks. Additionally, vehicle 09404 has an inadequate hauling capacity to accommodate the existing trailer and equipment when loaded. Lastly, vehicle 09404 was manufactured to an older emissions standard and is non-compliant with the current California Air Resources Board (CARB) air emissions standards.

Vacuum truck - in 2023, the Water Division decommissioned a 2007 Pacific Tech Vacuum Trailer (equipment no. 07405) fitted with a vacuum and an 800-gallon debris tank because it was heavily corroded with unrepairable rust holes.

The California Air Resources Board (CARB) regulates emissions on these vehicles. On April 28, 2023, CARB adopted and mandated the Advanced Clean Fleet (ACF) regulation. The ACF regulation is the latest development in CARB's decades-long history of setting increasingly stringent emission standards for medium and heavy-duty vehicles. The ACF regulation applies to vehicles with a gross vehicle weight rating greater than 8,500 lbs ("Target Vehicle") and mandates the implementation of zero emission Vehicles (ZEV), which are composed of Electric Vehicles, Battery Electric Vehicle, or Hydrogen Fuel-Cell Electric Vehicle. On December 19, 2023 City Council approved "Option 2" for Advanced Clean Fleets regulation compliance.

Option 2: local government fleets may choose ZEV Milestones Option. Fleets may elect to meet ZEV targets as a percentage of the total fleet, starting with vehicle types that are most suitable for electrification. This option allows the addition of new internal combustion engine vehicles model year 2024 or newer as long as the fleet is meeting the target percentage.

In order to meet the State-required ZEV standards, the Water Division shall replace a previously identified portion of its aging fleet with three electric vehicles, offsetting the purchase of the dump truck. The class 8 vacuum truck is exempt from the State's Advanced Clean Fleet (CARB) program and can be purchased without having to apply for an exemption.

DISCUSSION

The Water Division is requesting approval to purchase:

- 2026 10-wheel, 3-axle dump truck (replacing equipment no. 09404)
- 2025 Kenworth T480 with a Ditch Witch Hydro Vacuum Truck/Excavator W8 Standard Package (replacing equipment no. 07405)

DUMP TRUCK:

The new 10-ton dump truck will help staff address current load limitations (for trailer hauling of equipment) and safely transport heavy equipment, tools, and materials to and from job sites.

Staff identified Sourcewell cooperative agreement # 032824NVS with Gibbs International LLC. (Gibbs) Utilizing a cooperative purchasing method, such as Sourcewell, allows the City to "piggyback" on the agreement and obtain the dump truck 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, Gibbs is a leading provider of this equipment and is recognized throughout Southern California for its innovative design and integrated safety features. The 2026 10-ton dump truck from Gibbs International, Inc. is estimated at \$240,155.28.

VACUUM TRUCK:

The hydro vacuum excavator is a single piece of equipment that allows staff to investigate, excavate, and address leaks more efficiently. Additionally, the new equipment will aid staff with pressure washing, potholing, and site cleanup, protecting existing utilities and ensuring compliance with National Pollutant Discharge Elimination requirements. Currently, when addressing a service line leak, staff must bring out an excavator, trailer, and dump truck to expose the pipe and dispose of material, a process that can require multiple 4-operator crews. The hydro vacuum excavator includes connections for pneumatic tools and a means to excavate from outside of the trench, requiring fewer operators to address a leak with less hand-digging and without damaging existing infrastructure, reducing the length of time customers are without service. The Water Division previously rented similar equipment; however equipment was unreliable and had to be regularly returned in exchange for another or wait for repairs if another unit was not available

During the extensive research process for the vacuum excavator, Staff reviewed various equipment from the following manufacturers: Ditch Witch, TruVac Flexx, and Vermeer. Ditch Witch was considered the best fit for the needs of the Water Division. The Ditch Witch is compact, has a lower height, a four-foot longer boom reach, improved navigation for tight areas thus reducing the impact on public vehicles and pedestrians. It features a higher capacity pump and wider hose

diameter for excavation efficiency. Additional safety features include a stationary ladder and retractable safety rails, ensuring operator safety and minimizing risk during operations. The truck also offers a centralized tank and tool configuration on the curbside, enhancing storage and workflow.

The City, under the current Purchasing Policy, participates in the cooperative procurement program “Sourcewell.” Under this program, the City is a Sourcewell Member and can benefit from discounts on underground utility and landscape grounds equipment under the Ditch Witch manufacturer contract 110421-CMW. Ditch Witch is a global manufacturer of underground construction equipment that assigns authorized resellers by territory, and The Charles Machine Works, Inc. is its reseller. The 2025 Kenworth T480 with a Ditch Witch Hydro Vacuum Truck/Excavator W8 Standard Package equipped with an 800-gallon tank vacuum trailer is estimated at \$632,995.10.

GENERAL INFO:

Staff recommends a not-to-exceed (NTE) purchase order amount of \$300,000 for the 10-ton dump truck and a NTE of \$700,000 for the vacuum truck, as this will allow for enough purchasing latitude to account for possible price increases due to uncertainties such as potential tariffs and regulatory changes.

The vehicles selected are pre-packaged units as developed and sold by the manufacturer that include items already standardized together. Staff did not add any upfitting or extra items to the orders.

The estimated delivery for the 10-wheel dump truck is five to six months from the time the purchase order is executed. The estimated delivery for the vacuum excavator is two to six months from the time the purchase order is executed.

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 for the Gibbs International Inc. will be a not-to-exceed value up to \$300,000.00 for the purchase of a 2026 HV607 SBA International Truck, 10-Ton Dump Truck (dump truck); and the total for The Charles Machine Works, Inc., will have a not-to-exceed value up to \$700,000.00 for the purchase of a 2025 Kenworth T480 with a Ditch Witch Hydro Vacuum Truck/Excavator W8 Standard Package (vacuum truck). Funding for these purchases has been programmed in the Fiscal Year 2025-26 Adopted Budget from the Water Operating Fund (601).

Account 6013603-56040			
Vendor Name	Estimated Quote	Not to Exceed Amount	Available Budget
Gibbs International Inc	\$240,155.28	\$300,000.00	\$1,000,000
The Charles Machine Works, Inc	\$632,995.10	\$700,000.00	

The warranty period for this 10-wheeler’s Cummins engine is two years/250,000 miles, the Allison transmission is covered for 3 years/unlimited miles, and the 10-yard dump body has a one-year parts and labor warranty. The vacuum unit has a standard warranty period of 1 year/unlimited miles on the chassis, two years/250,000 miles on the Cummins engine (6,250 hours), and five years/100,000 miles on the emissions.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on September 9, 2025 to approve the staff recommendation and to forward the item for Council approval.

Please click [here](#) to view the Measure M pre-recorded presentation.

Please click [here](#) to view the September 9, 2025 Public Works and Transportation Committee Meeting recording.

Prepared by: Timothy Beaman, Assistant Public Works Director, Chris Peyton, Water Division Manager

ATTACHMENTS

1. Quote: 10 Wheeler
2. Quote: Vacuum Excavator
3. Sourcewell Cooperative Agreement # 032824-NVS
4. Sourcewell Contract 110421-CMW

GIBBS INTERNATIONAL INC

Salesperson: John Limoli

Ph: 805-485-0551

Fx: 805-988-1846

GIBBS TRUCK CENTERS 2201 E VENTURA BLVD OXNARD CA 93036 RETAIL ORDER FOR NEW AND USED MOTOR VEHICLES AND ATTACHMENTS				Date: 5/12/2025		Order # 271753			
				Name: City Of Oxnard Water Department					
				Email : marc.sanchez@oxnard.org					
				Address: 251 S. Hayes St.					
Seller #		04508		CITY: Oxnard	ST/ZIP CA 93030				
				PHONE: (805) 761-6344	FAX:				
I hereby order from you, subject to all terms, conditions and agreements contained here.									
Year	New/Used	Make	Model	SERIAL #	Body Type	Price			
2026	New	Intl	HV 607	TBD	C/C	\$146,688.75			
2025	New	Enoven	BeauRoc	Elipctical 15 ' Dump Body Hardox 450	Dump	\$72,972.50			
			DBH						
			15-4248-HL						
Pricing For Truck Chassis and Dump Body Valid Thru July 25 2025						Doc Fee	\$85.00		
NJPA/Sourcwell Award # 032824-NVS FOB City Of Oxnard , CA Chassis MSRP Price \$194,539.54 Sourcewell Discount - \$47,850.79 Dump Body MSRP Price \$81,223.32 Sourcewell Discount - \$ 8,250.82 Total Sourcewell Discount To City of Oxnard: \$56,101.61				1. Cash Price =		\$219,746.25			
				2. Sales Tax		9.250%		\$20,326.53	
						County			
				3. Federal Excise Tax (FET)					
				4. CA Tire Tax (\$1.75 each)		10		\$17.50	
				5. Vehicle Price Including Tax				\$240,090.28	
TRADE-IN				6. Down Payment/Deposit					
YEAR				7. Trade Allow		\$0.00			
MAKE				Total Down/Deposit =		\$0.00			
MODEL				8. Unpaid Balance		\$240,090.28			
SERIAL #				9. Optional Svc Contract					
BODY TYPE				a. (DMV) Est. Cert. of Title		\$65.00 Exempt Plates			
TRADE ALLOW				b. Origination fee					
AMOUNT OWING	\$0.00								
NET TRADE ALLOW									
STOCK #									
This order is subject to the written acceptance of Gibbs Truck Centers to which it is addressed. Salesman: John Limoli jlimoli@gibbstucks.com Date: 5/12/2025 Office: 805-485-0551 Ext. 127 Cell : 805-701-5755				Total Other Charges		\$65.00			
				Unpaid Balance (Amount Financed)		\$240,155.28			
				Finance Charges					
				Total Amount Due		\$240,155.28			
				Total Sale Amount		\$240,155.28			
Note: If vehicle is Used, The Vehicle is sold "AS IS" WITH NO WARRANTY unless otherwise endorsed by Seller. PURCHASER ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS ORDER.									
				Purchaser:		Date: 5/12/2025			
				City Of Oxnard Water Department					
Payment Schedule: Purchase agrees to pay "TOTAL OF PAYMENTS" (item 9 above) in _____ installments of \$ _____ each and _____ installments of \$ _____ each, and _____ installments of \$ _____ each, payable on the same day each successive month commencing * _____ 20 _____, and as follows: _____ *If no date is inserted in blank, the first installment is payable one month from date of agreement.									
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED City Of Oxnard Water Department									

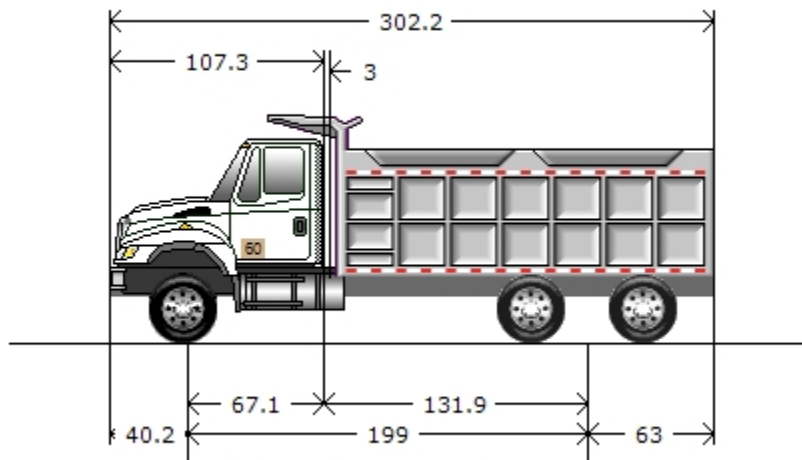
Prepared For:

Gibbs Stock Unit
 Gibbs Customer
 2201 E Ventura Blvd.
 Oxnard, CA 93036-7902
 (805)485 - 0551
 Reference ID: 271750

Presented By:

GIBBS INTL INC
 John Limoli
 2201 E. VENTURA BLVD.
 OXNARD CA 93031 -
 (805)485-0551

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**City Of Oxnard Water Dept.**

Model Profile
2026 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Water Truck
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 21.95% / 2.45% @ 55 MPH Calc. Geared Speed: 67.4 MPH
DIMENSION:	Wheelbase: 199.00, CA: 131.90, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DCR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 5.86
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, TANDEM:	{Hendrickson HAS-402-55} 40,000-lb Capacity, 55" Axle Spacing, 9.5" Ride Height, with Shock Absorbers, Mounted Inboard
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description

	F/R Wt (lbs)	Tot Wt (lbs)
Base Chassis, Model HV607 SBA with 199.00 Wheelbase, 131.90 CA, and 63.00 Axle to Frame.	6136/3644	9780
TOW HOOK, FRONT (2) Frame Mounted	8/0	8
AXLE CONFIGURATION 6x4	171/96	267

Notes

: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	213/404	617
LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper	3/0	3
BUMPER, FRONT Swept Back, Steel, Heavy Duty	0/0	0
FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline	0/0	0
WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)	172/-172	0
AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity	186/0	186
SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 18,000-lb Capacity, Less Shock Absorbers	189/0	189
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0

Includes

: BRAKE LINES Color and Size Coded Nylon
: DRAIN VALVE Twist-Type
: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
: PARKING BRAKE VALVE For Truck
: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0
AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
AIR DRYER {Bendix AD-9} with Heater	19/9	28
BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqln Spring Brake	0/14	14
BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqln	4/0	4
BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
SLACK ADJUSTERS, FRONT {Haldex} Automatic	14/0	14
SLACK ADJUSTERS, REAR {Haldex} Automatic	0/32	32
AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	14/7	21
DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10
DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/20	20
AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail	-28/47	19
BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/104	104

Description	F/R Wt (lbs)	Tot Wt (lbs)
BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity	33/0	33
PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type	0/60	60
STEERING COLUMN Tilting	14/1	15
STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
STEERING GEAR (2) {Sheppard M100/M80} Dual Power	102/-6	96
DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2	7/31	38
AFTERTREATMENT COVER Steel, Black	11/2	13
EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	140/37	177
ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger	0/0	0
TAIL PIPE (1) Turnback Type	7/3	10
EXHAUST HEIGHT 10'	18/10	28
MUFFLER/TAIL PIPE GUARD (1) Aluminum	10/6	16
ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
Includes		
: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel		
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
: STARTER SWITCH Electric, Key Operated		
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
: WIRING, CHASSIS Color Coded and Continuously Numbered		
BEACON LIGHT WIRING for (2) Customer Installed Beacons, Includes 2-Way Switch	0/0	0
ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	30/23	53
SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0
RADIO, STEERING WHEEL CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect	9/1	10
ANTENNA Shark Fin, Roof Mounted	1/0	1
RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input	3/0	3
BACK-UP ALARM Electric, 102 dBA	0/3	3
HORN, ELECTRIC Disc Style	0/0	0

Description	F/R Wt (lbs)	Tot Wt (lbs)
BEACON MOUNTING BRACKET Cab Provision Includes Roof Brackets for Customer Lights and Bracket Mounting	0/0	0
CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position	0/0	0
STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	10/0	10
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab	-12/6	-6
TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
FOG LIGHTS (2) Clear Lens, LED, Rectangular, with White Light Source	3/0	3
HEADLIGHTS Halogen	0/0	0
LOGOS EXTERIOR Model Badges	0/0	0
LOGOS EXTERIOR, ENGINE Badges	0/0	0
GRILLE Stationary, Chrome	0/0	0
BUG SCREEN Mounted Behind Grille	5/0	5
FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
<u>Includes</u>		
: PAINT SCHEMATIC ID LETTERS "WL"		
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	1/0	1
VEHICLE REGISTRATION IDENTITY ID for the State of California	0/0	0
CLUTCH Omit Item (Clutch & Control)	0/0	0
ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)	582/-18	564
FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
<u>Includes</u>		
: FAN Nylon		
RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	22/-4	18
<u>Includes</u>		
: DEAERATION SYSTEM with Surge Tank		
: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps		
: RADIATOR HOSES Premium, Rubber		

Description	F/R Wt (lbs)	Tot Wt (lbs)
AIR CLEANER Dual Element	4/0	4
EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2025	0/0	0
THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door	0/0	0
CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door	0/0	0
CARB EMISSION WARR COMPLIANCE for Cummins L9 Engines	0/0	0
ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	226/57	283
TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring	3/0	3
PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
AXLE, REAR, TANDEM {Meritor MT-40-14X-4DCR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 5.86	0/2127	2127
SUSPENSION, REAR, AIR, TANDEM {Hendrickson HAS-402-55} 40,000-lb Capacity, 55" Axle Spacing, 9.5" Ride Height, with Shock Absorbers, Mounted Inboard	0/725	725
FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	0/0	0
FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab	31/3	34
DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab	1/16	17
CAB Conventional, Day Cab	0/0	0
AIR CONDITIONER with Integral Heater and Defroster	0/0	0
GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
Includes		
: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for		

Description

: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

CAB INTERIOR TRIM Classic, for Day Cab

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

MONITOR, TIRE PRESSURE Omit

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB REAR SUSPENSION Air Bag Type

INSTRUMENT PANEL Flat Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Accuride 41730} DISC; 22.5x9.00 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Accuride 43644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEEL, REAR, IDENTITY Replace Inner Aluminum Wheels on Rear Duals with the Equivalent Steel Wheels - For Use with Hub Piloted Wheels Only

(8) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position

Services Section:

WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

CARB COMPANION PLAN for CARB B6.7 and L9 Engines

Total Component Weight:

F/R Wt (lbs)	Tot Wt (lbs)
------------------------	------------------------

0/0	0
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0/0	0
-----	---

16/7	23
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0/0	0
-----	---

0/0	0
-----	---

-10/-1	-11
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0/0	0
-----	---

0/0	0
-----	---

0/0	0
-----	---

0/0	0
-----	---

0/0	0
-----	---

-28/0	-28
-------	-----

0/-272	-272
--------	------

0/118	118
-------	-----

0/40	40
------	----

62/0	62
------	----

8419/7180 (lbs)	15599 (lbs)
(lbs)	(lbs)

<u>Description</u>	<u>F/R Wt</u>	<u>Tot Wt</u>
	(lbs)	(lbs)
Raw Materials Surcharge	0/0	0
Total Goods Purchased:	0/0	0

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$146,688.75

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Quotation

The Charles Machine Works, Inc.
 Ditch Witch Division
 1959 West Fir Avenue
 P.O.Box 66
 Perry, OK 73077
 Phone No : 1-800-654-6481
 Fax No : 580 336 0617
 Email : global@ditchwitch.com

Sold-to Party Address

CITY OF OXNARD
 MEMBER# 25781
 300 W. 3RD ST.
 OXNARD CA 93030-5738

Information

Quotation No. 20219920
 Document Date 05/08/2025
 Customer No. 514169
 Dealership DITCH WITCH WEST (FOWLER, CA)
 FOWLER
 PO _____
 Created by Jon McLarty

Global Account Price Quote Quote Valid until : 07/25/2025

Dig Tubes Composite

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 1 of 2

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	<i>SOURCEWELL CONTRACT</i> <i>110421-CMW</i> <i>*****</i> IN8 - IN8 With the following configuration: Truck Vac Package W8 Standard Package Debris Tank 8 Yards Water Tank 800 Gallons BoomPowered Sin Hoses Wireless System Yes Truck Air System None Winter Kit No Blower 3800 Dig Tubes Composite Truck Rims Black Options Cone Holder Options LED Lights	367,110.00	5%	348,754.50

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.

Quotation

The Charles Machine Works, Inc.
 Ditch Witch Division
 1959 West Fir Avenue
 P.O.Box 66
 Perry, OK 73077
 Phone No : 1-800-654-6481
 Fax No : 580 336 0617

Sold-to Party Address

CITY OF OXNARD
 MEMBER# 25781
 300 W. 3RD ST.
 OXNARD CA 93030-5738

Information

Quotation No. 20219920
Document Date 05/08/2025
Customer No. 514169
Dealership DITCH WITCH WEST (FOWLER, CA)
 FOWLER
PO _____
Created by Jon McLarty

Global Account Price Quote Quote Valid until : 07/25/2025

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 2 of 2

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
	Options Backup Camera			
	Options Auxiliary Hydraulic			
	Options Hydro Lance			
1EA	W8 8 YD TANK - DEBRIS & WATER TANK	59,259.00	5%	56,296.05
1EA	500-10257 - KENWORTH, 66K, 192CT	173,684.21	5%	165,000.00
Corporate Account Price				570,050.5
Total Freight				9,350.00
Total Tax				53,594.55
Total Amount				\$ 632,995.10

Confidentiality Notice:

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W8 HYDROVAC

WARLOCK SERIES



FEATURES & BENEFITS

VACUUM SYSTEM 3,800 CFM vac system makes sure you have the flow and suction needed to remove massive amounts of material.

REAL-TIME WEIGHT Onboard scale allows you to easily monitor your total truck weight in real-time. The machine will even turn off suction when weight has been hit, ensuring you don't get too heavy.

EASIER OFFLOADING Tiltable debris tank and fully opening door combine for an easy offloading process that requires less manual labor.

FRESH WATER TANK CAPACITY 800-gallon water tank ensures you have the water needed for long days of excavation.

DEBRIS TANK CAPACITY 8 cubic yard debris tank packs the capacity needed to spend more time working and less time offloading.

WATER SYSTEM Single-reel 18.5 GPM water system will keep you working at a productive rate.

W8 HYDRO VACUUM EXCAVATOR

DIMENSIONS

	U.S.
Length	31 ft 2 in
Width	8 ft 6 in
Height	10 ft 9 in
Dry weight, estimated	36,400 lbs
GVWR	66,000 lbs

POWER

Engine	Paccar® PX-9
Fuel	Diesel
Manufacturer's gross power rating	370 hp
Transmission	Allison® 3000RDS 6 Speed Automatic
Emissions compliance	EPA Tier 4

VACUUM SYSTEM

Air flow	3,800 cfm
Vacuum, max	27 in Hg
Vacuum tank capacity	8 yd³
Tank outlet valve size	8 in
Filter type	Cyclonic
Suction hose	8 in
Tank tilt angle	36°

WATER SYSTEM

Water pump flow, max	18.5 gpm
Water pump pressure, max	2,800 psi
Freshwater, dual tanks	400 gal each

ADDITIONAL FEATURES

Boom reach	26 ft	
Boom rotation	340°	
Boiler	Dynablast 420K BTU	
Heated cabinets		
Optional Van Air System™	200 cfm @ 150 psi (high)	100 cfm @ 100 psi (low)

Specifications are general and subject to change without notice. If exact measurements are required, equipment should be weighed and measured. Due to selected options, delivered equipment may not necessarily match that shown. *Stability claim based on lab test of competitive equipment.





MHC KENWORTH - OKLAHOMA CITY (O999)
7200 W. I-40 SERVICE RD
OKLAHOMA CITY, Oklahoma 73128

CHARLES MACHINE WORKS INC
PO BOX 66
PERRY, Oklahoma 73077
United States of America

Seth Locke
Cell Phone:
Office Phone: 918-446-5521
Email: seth.locke@mhc.com

Chris Thompson

Vehicle Summary

Unit		Chassis	
Model:	T480 Series Conventional	Fr Axle Load (lbs):	20000
Type:	FULL TRUCK	Rr Axle Load (lbs):	46000
Description 1:	T480 W8 Part	G.C.W. (lbs):	66000
Description 2:			
Application		Road Conditions:	
Intended Serv.:	Construction: Vehicles used in the	Class A (Highway)	85
	cons		
Commodity:	Excavated earth	Class B (Hwy/Mtn)	10
		Class C (Off-Hwy)	5
Body		Class D (Off-Road)	0
Type:	Vacuum tank	Maximum Grade:	6
Length (ft):	20	Wheelbase (in):	261
Height (ft):	13	Overhang (in):	75
Max Laden Weight (lbs):	4000	Fr Axle to BOC (in):	69.5
Trailer		Cab to Axle (in):	191.5
No. of Trailer Axles:	0	Cab to EOF (in):	266.5
Type:		Overall Comb. Length (in):	376
Length (ft):	0	Special Req.	
Height (ft):	0	U.S. Domestic registry, 50-state.	
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

FRAME RAKE

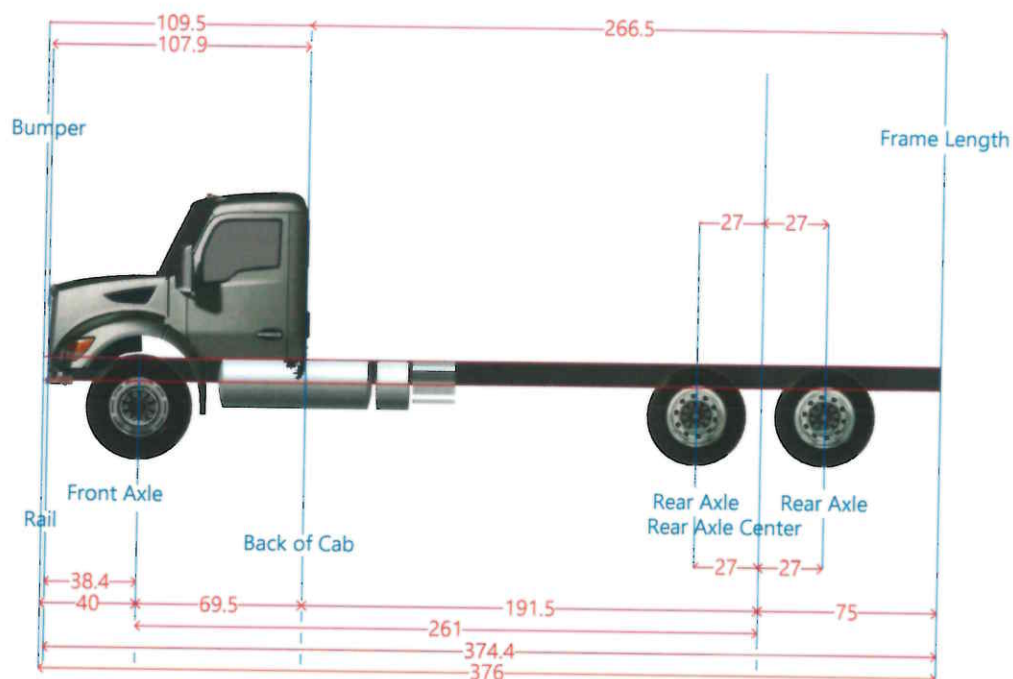


The listed heights should be considered approximations due to variations which may occur in component manufacturing processes, spring set, and the way in which the vehicle is loaded.

Component	Sales Code	Description	Laden	Unladen
Frame	6056600	Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 337in	10.8	10.8
Front Spring	2865025	Front Springs: Taperleaf 20K w/shock absorbers	7.5	9.8
Front Axle Drop 3.5"	2536004	PACCAR FX-20 Front Axle rated at 20K 4" drop	-0.5	-0.5
Height Adj.	2900062	60 mm front suspension spacer block.	2.4	2.4
Front Tires	4077537	Front tires: Bridgestone M870 315/80R22.5 20PR	19.9	20.8
Front Frame Height			40.0	43.2
Frame	6056600	Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 337in.	10.8	10.8
Subframe	0000000	No sub frame	0	0
Suspension	3742020	Rear suspension: Tandem Hendrickson Primaax EX462	10.0	10.0
Rear Tires	4277487	Rear tires: Bridgestone M799 11R22.5 16PR.	19.5	20.7
Rear Frame Height			40.3	41.5
Frame Rake			0.3	-1.7
Frame Rake Slope (%)			0.1	-0.7

These characteristics are considered to be out of standard range: Laden rake more than 1% of wheelbase from level (positive or negative).

HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	234	288
Bumper to Back of Cab	109.5	-40	69.5
Bumper to Front Axle	40.0	-40	0
Bumper to Front Frame	1.6	-40	-38.4
Cab to End of Frame	266.5	69.5	336
Cab to Rear Axle	191.5	69.5	261
Effective Bumper to Back Of Cab	109.5	-40	69.5
Frame Length	374.4	-38.4	336
Front Axle to Back of Cab	69.5	0	69.5
Front of Frame to Axle	38.4	-38.4	0
Load Space	266.5	69.5	336
Overall Length	376.0	-40	336
Overhang	75.0	261	336
Pusher Offset #1	27.0	234	261
Pusher Offset #2	27.0	234	261
Pusher Offset #3	27.0	234	261
Tag Offset	27.0	261	288
Wheelbase	261	0	261

VEHICLE WEIGHT RATING

FRONT AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	2536004	PACCAR FX-20 Front Axle rated at 20K 4" drop	20,000
Springs	2865025	Front Springs: Taperleaf 20K w/shock absorbers	20,000
Power Steering	2895305	Dual power steering gears: 18/20K	20,000
Hubs, Drums	2702020	Front Hubs Iron hub pilot 20,000 lbs. 10 Bolt	20,000
Brakes	2621078	Front Brakes: 22K Bendix ES S-cam 16.5x6 in.	22,000
Tires	4077537	Front tires: Bridgestone M870 315/80R22.5 20PR	20,000
Wheels	5045280	Front Wheel: Alcoa 89U64 22.5X9 AL	20,000
Requested Front (Lbs):			20,000
Minimum:			8,000
Maximum:			20,000

The front axle weight rating cannot exceed 20000

REAR AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	3142161	Dual Meritor RT46-160P rear axle rated at 46K.	46,000
Hubs, Drums	3403460	Dual Rear Hubs: Iron hub pilot 52K; 11.25" bolt	52,000
Service Brakes	3334004	Dual Rear Brakes 16-1/2x7 in. to 46K;	46,000
Spring Brakes	3485207	Spring Brake: 3030 long stroke dual 30 square	52,000
Suspension	3742020	Rear suspension. Tandem Hendrickson Primaax EX462	46,000
Tires	4277487	Rear tires: Bridgestone M799 11R22.5 16PR.	48,040
Wheels	5243550	Rear Wheel: Alcoa ULA18 22.5x8.25 MagnaForce	59,200
Requested Rear (Lbs):			46,000
Minimum:			16,000
Maximum:			46,000

The rear axle weight rating cannot exceed 46000

GROSS COMBINATION WEIGHT RATING

GCWR (lbs)	30,000
Min	10,000
Max	999,000

The Gross Combination Weight Rating cannot exceed 999000

WEIGHT DISTRIBUTION

Model: T480

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.



Recommended payload center of gravity to achieve specified ground loads:
measured from centerline of drive axles: 57 in. from the centerline of the drive
axle(s).

Weight (lbs)	Front	Rear	Total
Chassis	8468	7674	16142
Tools/Driver	286	89	375
Fuel & DEF	622	236	858
Max Payload	10625	38000	48625
Auxiliary Payload	0	0	0
Total	20000	46000	66000
Specify Ground Load	20000	46000	

Auxiliary Payload

Item	Location from FA CL	Weight	Point Description
Load Point #1	0	0	
Load Point #2	0	0	
Load Point #3	0	0	
Component(s)	-	0	Composite Totals

Fifth wheel slide length is 0 inches
Selected rearmost setting is 0 inches
Wheelbase measurement: 261 inches
Overhang measurement: 75 inches

FRAME LAYOUT



Note: Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured. Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.

Selected Options (Wheelbase: 261)

Sales Code	Description	Length	Side
7140100	100 US gallon D-Shape rectangular aluminum under	64.6	Left
7722173	Large DEF tank, 15 gallons.	14.7	Left
6400645	Battery box cantilever aluminum BOC with full	18	Left

SPEED & GRADE PERFORMANCE REPORTS

Cruise Report (Engine Fan Off)

Configuration: T480 Series Conventional / FULL TRUCK GCW 66000
 Quote/DTPO/CO: QUO-956457-G0G6J6
 Engine: 0130210 PX-9 370 370@1600 1250@1200, 2021
 Transmission: 2011613 Transmission, Allison 3000RDS 6-speed, With PTO
 Rear Axle: 3142161 Dual Mentor RT46-160P rear axle rated at 46K
 Rear Tire: 4277487 Rear tires: Bridgestone M799 11R22.5 16PR | 495
 Operating Conditions: 0% Rolling Resistance

Startability

Transmission Ratio	Maximum Starting Grade
3.49	15.27
1.86	8.14

Engine RPM:	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100
Gross Torque:	670	790	875	970	1110	1250	1250	1250	1250	1215	1143	1080	1023	971	926
Net Torque:	585	701	784	875	1008	1140	1142	1143	1145	1113	1047	989	937	890	848
Net HP:	78	107	134	167	211	260	283	305	327	339	339	339	339	339	339

Gear Ratios: TRN (1): 3.49 RAX (1): 5.38

Speed (MPH):	4.5	5.2	5.8	6.5	7.1	7.7	8.4	9.0	9.7	10.3	11.0	11.6	12.3	12.9	13.6
Grade (%):	9.0	11.0	12.4	14.0	16.3	18.6	18.6	18.6	18.6	18.1	16.9	15.9	15.0	14.2	13.5

Gear Ratios: TRN (2): 1.86 RAX (1): 5.38

Speed (MPH):	8.5	9.7	10.9	12.1	13.3	14.5	15.7	17.0	18.2	19.4	20.6	21.8	23.0	24.2	25.4
Grade (%):	4.4	5.4	6.2	7.0	8.2	9.4	9.4	9.4	9.4	9.1	8.5	8.0	7.5	7.1	6.7

Gear Ratios: TRN (3): 1.41 RAX (1): 5.38

Speed (MPH):	11.2	12.8	14.4	16.0	17.6	19.2	20.8	22.4	24.0	25.6	27.2	28.8	30.4	32.0	33.6
Grade (%):	3.1	3.9	4.5	5.1	6.0	6.9	6.9	6.9	6.9	6.7	6.3	5.9	5.5	5.2	4.9

Gear Ratios: TRN (4): 1 RAX (1): 5.38

Speed (MPH):	15.8	18.0	20.3	22.5	24.8	27.0	29.3	31.5	33.8	36.0	38.3	40.6	42.8	45.1	47.3
Grade (%):	2.0	2.5	2.9	3.4	4.0	4.6	4.6	4.6	4.7	4.5	4.2	3.9	3.7	3.4	3.2

Gear Ratios: TRN (5): 0.75 RAX (1): 5.38

Speed (MPH):	21.0	24.0	27.0	30.0	33.0	36.0	39.1	42.1	45.1	48.1	51.1	54.1	57.1	60.1	63.1
Grade (%):	1.3	1.7	2.0	2.3	2.8	3.3	3.3	3.3	3.3	3.2	2.9	2.7	2.5	2.4	2.2

Gear Ratios: TRN (6): 0.65 RAX (1): 5.38

Speed (MPH):	24.3	27.7	31.2	34.7	38.1	41.6	45.1	48.5	52.0	55.5	58.9	62.4	65.9	69.3	72.8
Grade (%):	1.0	1.3	1.6	1.9	2.3	2.7	2.7	2.7	2.7	2.6	2.4	2.2	2.1	1.9	1.8

Engine RPM:	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100
Gross Torque:	670	790	875	970	1110	1250	1250	1250	1250	1215	1143	1080	1023	971	926
Net Torque:	585	701	784	875	1008	1140	1142	1143	1145	1113	1047	989	937	890	848
Net HP:	78	107	134	167	211	260	283	305	327	339	339	339	339	339	339

**Solicitation Number: RFP #032824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Navistar, Inc., 2701 Navistar Drive, Lisle, IL 60532 (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 Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services 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.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **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.

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 price stated in Supplier's Proposal.

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

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

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.

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 Change 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.

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 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 Supplier or its authorized

subsidiary, distributor, dealer, or reseller. 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, 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 the Supplier 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.

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;
- 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.

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.

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

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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 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. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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:

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

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

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of 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.

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.

D. **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. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **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 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 Supplier 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.

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 Sourcwell if this certification changes at any time.

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

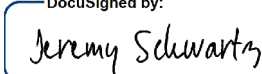
- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.
- T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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

Navistar, Inc.

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

7/2/2024 | 7:39 PM CDT
Date: _____

DocuSigned by:

28B83357778A47E...
By: _____
Bob Mann
Title: Vice President Government Sales &
Diamond Logic Builder

7/2/2024 | 3:29 PM CDT
Date: _____

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Navistar, Inc

Does your company conduct business under any other name? If yes, please state: International Truck

Address: 2701 Navistar Drive
Lisle, Illinois 60532

Contact: Bob Mann

Email: bob.l.mann@navistar.com

Phone: 815-631-3220

Fax: 815-631-3220

HST#: 36-1264810

Submission Details

Created On: Monday February 12, 2024 13:54:42

Submitted On: Thursday March 28, 2024 11:14:55

Submitted By: Bob Mann

Email: bob.l.mann@navistar.com

Transaction #: b3c99d77-58f2-4430-b6e2-c664992159b5

Submitter's IP Address: 165.225.60.120

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")	Navistar, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	International Trucks International Used Truck	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	International Truck International Used Truck	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE 526V0 UEI MV36U3JR39Y8	*
5	Proposer Physical Address:	2701 Navistar Drive Lisle, IL 60532	*
6	Proposer website address (or addresses):	www.navistar.com www.internationaltrucks.com (dealer locator) www.internationaltrucks.com/sourcewell (Sourcewell content and links for new and used vehicles) www.internationalusedtrucks.com	*
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):	Bob Mann Vice President Government Sales & Diamond Logic Builder Navistar, Inc. 2701 Navistar Drive Lisle, IL 60532 bob.l.mann@navistar.com 815-631-3220 Cell 331-332-2070 Voice Mail	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bob Mann Vice President Government Sales & Diamond Logic Builder Navistar, Inc. 2701 Navistar Drive Lisle, IL 60532 bob.l.mann@navistar.com 815-631-3220 Cell 331-332-2070 Voice Mail	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chad Conley Vice President Vocational Sales 2701 Navistar Drive Lisle, IL 60532 630-465-4088 Cell 331-332-2494 Voice Mail	

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.	Navistar, Inc., headquartered in Lisle, Illinois, is a company that reimagines how to create cohesive relationships, build high-performing teams, and find innovative solutions. 1. History of Innovation: Navistar's legacy dates back to the 1830's when Cyrus McCormick invented the reaper, the first mechanical harvesting machine. Over nearly two centuries, Navistar has consistently contributed to North America's growth, spanning Agriculture, Construction, Trucks and Buses. Navistar established a large dealer network for products with company field people and captive financing for our customers. 2. Core Business and Industry Longevity: Today Navistar's core business revolves around the truck and parts markets in the U.S. and Canada. It primarily participates in the Class 6 through 8 vehicle markets. More than a million International trucks and I.C.Buses are currently on the roads in the U.S. and Canada. In fact, one in five Class 6 through 8 trucks is an International—a testament to Navistar's enduring presence in the industry. Additionally, 40% of buses on the road bear the IC Bus brand, further solidifying Navistar's impact in the transportation sector. 3. Business Philosophy and Core Values: Vision: Navistar's guiding star is to accelerate the impact of sustainable mobility. This vision informs all their decisions, emphasizing a commitment to creating a better world for future generations. This vision is common within Traton and the Volkswagen companies throughout the world. Ownership Solutions: Collaborating with a dedicated dealer network, Navistar offers comprehensive ownership solutions. Fleet owners can thrive in the competitive landscape of transport and logistics. Service and Support: Navistar provides exemplary service at every level, with an extensive award winning parts distribution network and turnkey solutions for customers. Sustainability: Navistar actively works toward zero-emissions solutions and clean manufacturing practices, aiming to unlock new business models in digitalization and autonomous technologies. Navistar currently has autonomous vehicles in testing around our plant end engineering facilities in San Antonio, Texas. 4. Products and Solutions: Trucks & Buses: Navistar designs, manufactures, and distributes Class 4 through 8 International trucks and IC Bus branded buses. Their future value proposition extends beyond products to comprehensive solutions. Parts: Navistar's award winning Parts Team supports its products with Fleetrite, ReNEWed, and Diamond Advantage parts brands, offering a wide selection of truck, trailer, and powertrain service parts. Financial Services: Navistar provides retail, wholesale, and lease financing for products sold within the U.S., Canada, and Mexico. In summary, Navistar's rich history, commitment to sustainability, and industry longevity position it as a driving force in the world of transportation and mobility.
11	What are your company's expectations in the event of an award?	Navistar will build upon the lessons we have learned with previous awards to grow our footprint within Sourcwell by offering more products and use more tools to reach out and serve the Sourcwell members. Most importantly our dealer channel values the Sourcwell contract, as every dealer can use it to serve the government and non-profit agencies in their market.
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.	Prior to Navistar being acquired by TRATON on July 1, 2021, Navistar was rated non-investment grade by Fitch, Moody's and S&P. Upon the acquisition of Navistar by TRATON, the rating agencies upgraded the Navistar credit rating to investment grade, consistent with TRATON's credit rating. In conjunction with the acquisition, TRATON repaid all of Navistar's 3rd party debt. Additionally, Navistar was no longer an SEC registrant and was thus not required to submit quarterly or annual SEC filings of its financial statements. Currently Navistar has no 3rd party debt nor a credit rating. The only 3rd party debt is incurred by our financial services entities as Navistar has no 3rd party debt incurred by Corporate or any of its Sales & Services subsidiaries. As part of the acquisition by TRATON, Navistar became subject to IFRS and no longer to US GAAP. Navistar no longer publishes financial statements, but a summary of limited financial information and an explanation of our business can be found on TRATON's website and in its quarterly/annual financial reporting. Traton Annual https://annualreport.traton.com/2023/en/index.html
13	What is your US market share for the solutions that you are proposing?	35% for Government
14	What is your Canadian market share for the solutions that you are proposing?	37% for Government
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No we have not.
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?	B. Navistar is a Truck and Bus Manufacture, that sells products to Sourcwell Members though the largest dealer network in North America. International Dealers are independently owned and operated. Their ability to sell and represent the International branded products, is tied to a Sales and Service Agreement (Contract) that Navistar holds with the Dealer. That contract requires the dealer to perform to the standards in the agreement. The sales professionals from our local dealership is who will be working with the Sourcwell member. Backing up the dealer sales representatives and company representatives that are assigned to the government side of the business. We are including a deck with an update on our dealer network
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.	Each dealer and Used Truck Center is required to meet the state and local licensing requirements to do business in their area of operation. In addition, Navistar has conducted more than 30 in person Sourcwell Training sessions annually, for dealers, during the current contract. We believe that training and education is the best way to grow Sourcwell. We will be rolling out a Sourcwell Certified Program for Sales Reps. They become Certified by attending in person training and selling a unit using the program.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We do not have any suspension or debarment issues.

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	Navistar Parts was rated #1 in heavy equipment sector in the July 2023 Benchmarking Survey. Navistar is the top company for women working in for the transportation sector in 2022. Navistar Parts Distribution Centers ranked at the top of the industry 5 years in a row (May 2022) ISO 14001 Compliant. ISO 9001 Compliant Attached is our latest Sustainability Report from 2022. There are 4 key parts of our path to zero emissions and being a great company to support our customers, dealers, employees and shareholders: Sustainable Impact - The transportation is a substantial contributor to the total emissions on our planet. We accept responsibility and are driving change to advance sustainable solutions. Profitable Performance - We have to be a healthy well rounded entity with our dealers so we can offer the best products and experiences for our customers. Foundation for the Future - We are investing in many technologies, digitalization, zero emissions and autonomous solutions. We are creating new business models where it makes sense for our customers. We will leverage our technologies with our Traton partners across the globe. Culture and Leadership - We will be known for having a strong culture at Navistar, which guides every decision every day. Each employee is trusted and empowered to make the right choices every day.	*
20	What percentage of your sales are to the governmental sector in the past three years	Government business makes up 35% of the Work Truck Business Unit and 7% of all vehicles Navistar produces annually.	*
21	What percentage of your sales are to the education sector in the past three years	The Education Sector is 98% of the IC Branded Bus Business and 15% of the total truck and bus business. IC Bus is the number 1 School Bus Brand in North America with 40% market share of the Education Sector.	*
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?	Since 2020, the truck and bus industry has experienced constrained production with supplier and component shortages. Sourcewell Trucks and Buses 510 Onondaga County (NY) 125 International Dealers hold the following larger contracts Greater Boston Police Council 29 Florida Sheriff's Council 110 North Carolina Sheriff's Council 22 Buy Board (Texas) 83 Houston Galveston Area Council 21 Cooperative Education Services NM 55 Education Services Commission of NJ 125	*
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?	Navistar currently has a contract for class 8 trucks with GSA 220 is the current average Our dealer in Washington/Maryland holds the GSA bus contract that has current average of 60 units	*

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 *	
Iowa Department of Transportation	Jody McNotten	515-239-1173	*
City of Kingston, Ontario	Gord Warner	613-546-4291 ext 2216	*
City of Tulsa, Oklahoma	Brian Erickson	918-591-4068	*
Hagerstown Community College, Maryland	Jack Drooger	240-500-2453	
Grundey County Highway Department, Tennessee	Johnny Fults	931-273-0664	

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 *	
US Government all agencies	Government	District of Columbia - DC	All models offered	1645	\$188,153,000	*
Sourcewell	Government	Minnesota - MN	All Models of Trucks and Tractors, most are vocational dump/plow	1115	\$136,700,000	*
New York State Contracts	Government	New York - NY	Snow Plow Trucks and Plow Patrol Vehicles	1065	\$155,397,037	*
California State Agencies	Government	California - CA	Fire and Emergency, Plow Trucks, Refuse Trucks	345	\$38,985,000	*
Commonwealth of Virginia	Government	Virginia - VA	Plow Trucks and Dump Trucks	197	\$23,640,000	*

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.	International has 1109 sales reps in our dealer channel. They are backed by 100+ Company Sales Reps and 8 dedicated Government Sales Reps.
27	Dealer network or other distribution methods.	International has an unmatched dealer network across the US and Canada. 696 International Locations 383 International Authorized Love's and Speedco locations 1050 total, largest in the industry A copy of presentation on the dealer network is attached In addition, there are 14 Navistar Owned Used Truck Centers
28	Service force.	With 1050 service locations in North America, there are 8500+ technicians and 6300+ service bays. In addition, Navistar has an Uptime Command Center that was established in 2017. With 47 dedicated employees and the use of the I-360 Repair Management System and On Command Connection, this team is focused on keeping units on the road.. Units enrolled in this process show that 80% are addressed in 48 hours and 100% within 48 hours. The enhanced communication benefits all users, not just the customers using I-360. With the average vocational/government truck being in service for 15 years. Service is important. In addition our award winning parts organization has invested in new Parts Distribution Centers and getting the part shipped and to the customer as quickly as possible.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The International dealer will verify the requesting entity is a Sourcewell Member. If the requesting entity is not a Sourcewell member, the dealer will assist them in becoming a member. Once the member has determined their needs and specifications for the truck, the Dealer will price the truck including "Sourced" or "Turnkey" equipment if desired. The dealer sales rep will use the appropriate Sourcewell Excel Workbook, which was developed for this contract. It assures the truck is properly priced with appropriate discounts and does not exceed the ceiling pricing of the contract. It also provides an easy-to-read summary page for the member, showing the member they got the appropriate discounts. For the US, we have put the selling process into a sales program, making it quick and easy for the dealer to complete proposal with proper pricing. For Canada, we use the workbook and US pricing but have to apply an exchange rate that the Canadian office administers. It has an extra step, but getting the correct exchange rate is very important with the total cost of the unit. If financing is needed, we get Jake Ost from NCL Government Capital engaged. In the pricing section of our response, there is additional commentary on the supply and availability of class 4-8 trucks. We do not see that improving dramatically between now and 2027. The vocational truck order board for Navistar is full for 2024. Once the order is placed for the chassis, "Sourced" or "Turn-key" PO's need to be placed by the dealer. Selling Electric Vehicles (EV's) starts with the needed infrastructure to operate one. There is a lot of additional work up front to get charging stations in place. That may include utility construct and consulting work before a truck is ever spec'ed out. A list of dealers who are ready to sell EV's and have invested to do so is in attached list. Navistar has a dedicated team of EV professionals ready to help. Navistar entered into an agreement with Quanta Services of Houston, TX. They are the largest utility contractor in North America and specialize in utility construction and EV infrastructure. If needed, you International dealer can bring in additional resources. Navistar has also invested in grant/funding professionals that are available through your international dealer. Training is what makes the Sourcewell Program run smoother for the Sourcewell Members and our dealers. We have added Used Trucks as an option, for this RFP. Used truck will have same tools customized for their use.
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.	Customer Service is provided by our dealer network, who handles all direct relationships with our end customers. Navistar has implemented a system called Diamond Edge with the dealers to measure performance and key operations that impacts the dealerships overall performance score. Diamond Edge includes the following components and metrics to measure success: 1. Diamond Edge Certification, which allows customer to experience faster service immediate parts availability, and a higher level of service expertise. 2. Technician education and certification. 3. Vehicle write up in 15 minutes. 4. Vehicle diagnosed and communicated back to the customer in 2 hours. 5. Predictive parts stocking logic to ensure parts are on the shelf for unplanned service events. 6. Velocity metrics to ensure for repairs to be completed within 24/48 hours of arrival at the dealership. Dealers are rewarded for their performance with Prestige Standards which measures customer satisfaction and their dealer experience.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	International Trucks are available at dealerships throughout the US including Alaska and Hawaii. International Used Trucks are available through our unmatched dealer network in the lower 48 of the US and our 14 company owned Used Truck Centers in the US.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	International Trucks are available at dealerships throughout Canada. We have 2 dedicated Government Sales Reps in Canada and are active with CANOE. Our dealers continue to grow the Sourcewell Business in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Navistar will not be including Puerto Rico, the Pacific US Territories or the US Virgin Islands. We tried this with earlier contracts and had no interest. If an interest should arise, we will submit P and P to add.
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?	Navistar will serve all Sourcewell Members. Using Sourcewell membership list, Gov-Win and our enhanced Government data base we are continually updating opportunities for our dealers. We work with our IC Bus team on these opportunities and encourage dealers to engage with the education and non-profit agencies as well.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Navistar has dealer locations in Alaska and Hawaii. The dealer serving Alaska has locations in Arizona, California and Washington. The dealer serving Hawaii has locations in Southern California. Both understand what it takes to serve these remote parts of the US.

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.	Strategies and actions related to Sourcewell marketing efforts: 1. Communicating Contract Awards: International aims to spread the word about contract awards through various channels. These include corporate press releases, social media platforms (such as X, Facebook, Instagram, and LinkedIn), and targeted email announcements to Diamond Partner Members. 2. International leverages its dealer network by incorporating contract details into monthly customer mailings and digital communications. 3. Visibility at Trade Shows and Events: To enhance visibility, International places Sourcewell stickers and banners on relevant assets. These assets are showcased at corporately sponsored trade shows, industry events, and regional trade shows managed by the dealer network. 4. International actively supports and participates in local events organized by Sourcewell. This engagement fosters stronger connections with members and the community. 5. Empowering Distribution Channels: International encourages its distribution channels to attend local Sourcewell events. Co-op funds are allocated to maximize efforts and ensure high-quality engagement. 6. Quarterly Communication with Dealers: International maintains regular communication with its dealer network. This includes sharing area member opportunities using both the Sourcewell member list and internal CRM tools. The goal is to efficiently connect with dealers and provide beneficial information. 7. Centralized Information Access: Sourcewell collateral, award details, and NCL materials are published on International's Sales and Marketing Resource Center (SMRC) website. This resource allows sales representatives quick access to up-to-date materials. 8. Speaking Privileges for Sourcewell Representatives: International grants speaking privileges to Sourcewell representatives during dealer and regional events along with NCL Government Capital. This direct access facilitates communication with the distribution network. 9. Leveraging Field Staff: The company's parts and service field staff actively promote Sourcewell contracts, reinforcing the partnership. Furthermore, International employs software tools like Customer Relationship Management (CRM) systems and external databases to strategically guide its distribution network's sales efforts. These tools help identify Sourcewell members, allowing focused attention on their needs. 10. The Sourcewell-focused website, International Trucks Sourcewell, serves as a hub for relevant information. Traffic to this site is driven through paid search campaigns and social media posts, adhering to CAN-SPAM regulations for outbound and direct mail campaigns. In summary, Sourcewell's support and collaboration play a crucial role in International's marketing efforts, ensuring effective communication and successful contract utilization. With new Equalevel capabilities being added to the Sourcewell Sites, we look forward to more promotion, marketing and sales. Our Dealer Sourcewell Marketing Presentation is in the attachments.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Navistar uses our in house Diamond Analytics to help with Sourcewell Marketing. Each dealer can go into system and access their Sourcewell member information. We also tie Gov-Win to Diamond Analytics to give dealers access to any public info about their customers and funding for future purchases. Dealers have dedicated Marketing managers to help promote Sourcewell within their Assigned Areas.
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?	We need Sourcewell to keep investing in technology. We need Sourcewell to continue participating in and hosting local events to get members and dealers engaged. We enjoy working with our Sourcewell Team: Andy Campbell and Racheal Delaney. We don't have a relationship like that with any other contracts we work with. Whether it's passing along a lead for a purchase or asking us to follow up on a members request, we work together as a team. We also work closely with NCL Government Capital, another Sourcewell Awarded Supplier. Jake Ost, from NCL joins all our Sourcewell meetings and calls and is a great resource for our dealer network.
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.	International Truck does not have e-procurement process. Members will need to work directly with their selling dealer to better understand how our process works at the dealer level. Our dealers are sophisticated in serving customers including doing business electronically, to meet the members needs

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.	Every new International Truck sold to Sourcewell Membership comes with the International Silver Package. The Silver Package provides member with 2 years of online parts and service information. This is a \$1500 value at no charge. Provides online access to all parts and service catalogs Recall and Warranty info by VIN, including history. It is a time saver with search features. We encourage the dealer sales rep to review this program when activated. Service Training is not standard or included with the product. Service Training is available on-line and in person. In Person training is generally fee based. Diamond Logic Builder would be an exception to that as we do not charge for that. Many of our dealers will offer customer training at their facilities, if training is important, please discuss with Dealer Sales Rep. On-Line Training is usually free and has become a very popular with our dealers and customers as there is no lost time and expense for travel. Component Suppliers we use charge for in-person training as well. All Parts brought through Navistar carry a 12-month warranty on the part. If that part is purchased and installed by an authorized Navistar Service Provider, the labor would be included. All equipment installed at our Factory Mod Center (TSC) also comes with a 12-month warranty. International 360 provides a revolutionary service communications and fleet tools that put all service information together in one site. Here is the link for International 360. http://www.internationaltrucks.com/360 Dealers will offer maintenance contracts if needed.

41	Describe any technological advances that your proposed products or services offer.	International has launched new S-13 Engine and T-14 Automated Manual Transmission. Manufactured at our recently expanded plant in Huntsville, Alabama. Born from a global collaboration of industry powerhouses (Scania, MAN, International and VW Truck and Bus), the S13 is meticulously engineered to set a new standard. It can operate at low RPMs with high torque which equates to less fuel consumed while still delivering up to 515 horsepower and 1,850 lb-ft of torque. The S13 Engine brings undisputed economy through combustion efficiency, the reduction of friction and pumping losses, and through use of new integrated software and controls. It offers a smooth and quiet operation with superior capabilities. In fact, full torque is available at only 900 rpm and the wide gear ratio means optimal efficiency on flatlands with the performance drivers crave on hilly terrain. It can achieve up to a 15% gain in fuel economy over the popular first generation International® A262. The T14 Transmission is designed from the ground up to be a fully automated manual transmission. It allows for fast shifts and removing three synchronizer rings, resulting in wide gears for extra strength and a shorter, more compact design. The T14 uses an integrated oil to water coolant system to optimize temperature regulation in both hot and cold environments. It has an electronically controlled clutch actuator that works in sync with the engine to deliver faster, smoother shift performance. It has 14 forward speeds with industry leading gear splits and 7 gears for reverse, all operating automatically allowing the driver to focus on the driving. The T14 Transmission is able to achieve an unlimited Gross Combination Weight Rating (GCW). These features make both the S13 and T14 excellent investments for those in the trucking industry. Safety is extremely important to us at Navistar and the customers we serve. International is the only OEM that currently meets the SAE J2422 Cab Crush Guidelines on class 6-8 products. To protect the driver and others on the road, Electronic Stability Control and Collision Mitigation continue to grow in our product offering. These features are not just for on highway trucks, they are becoming popular with vocational trucks as well. Roll Overs are a source of serious injuries and fatalities in commercial trucks. International has offered and sold Roll-Tek Seats for many years, including Snowplow application, protecting the driver in the event of a rollover. When the sensors detect a roll over, the seat secures itself to the lowest possible height and an air bag system deploys from the side of the seat to protect the driver. Rather than traditional point to point wiring to control features on the truck, Diamond Logic Uses a powerful body controller and Remote power modules to program switches, read signals on the chassis and automate task. Below are some of the more popular options: - When Park Brake is pulled, transmission is shifted to neutral - If seat belt is not engaged for the driver the unit will not go in gear - If a bed or equipment is in the up position, speed can be limited alarming driver that the equipment is not stowed - If outriggers are not deployed a boom or crane will not move - If crane or hoist are not stowed, the truck will not go into gear - If liftgate is not stowed the truck will not go into gear - DOT lamp check allows driver to cycle all lights on the vehicle without having a helper in the cab to activate - When PTO is operated through Diamond Logic, we prevent the PTO from being damaged - Air features can also be controlled by this system with similar interlocks. - For tractors, we offer air bag logic for easy hook up and disconnect - Work Lights off when unit is in drive - Headlights on with wipers - Cruise disabled with wipers - Radio muted in reverse - Radio muted with turn signal - Camera activated with turn signal - Switches can easily be moved electronically International offers the Cummins B-6.7 and L-9 with Front Engine PTO capability along with the X-15 Stainless Oil Pans (B-6.7, L-9, S-13) Galvanized Frame Rail Options Remote Power Modules in the Cab Transmission Control Module in the cab, versus outside mounted to the transmission: Stainless Bolts for Allison Transmission Pan Stainless Cooler Lines Stainless Brake Parts Strongest 1/2" single Frame Rail in the industry 3.35 Million RBM of HV and 3.5 Million RBM on the HX Galvaneal (Galvanized) Treated Cab on eMV, MV, HV, HX, RH, LT Line - X Floor lining option on HV and HX models International Trucks is the only OEM that currently meets the SAE J2422 Cab Crush Guidelines on class 6-8 products. Below are links to specific products that can be very helpful; Engines that Power International Trucks: https://www.internationaltrucks.com/engines Model Specific Links: https://www.internationaltrucks.com/cv-series https://www.internationaltrucks.com/mv-series https://www.internationaltrucks.com/hv-series
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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.	From the 2022 Navistar Sustainability Report. Fuel Efficiency Package with S13 Engine and LT Tractors Working with TRATON group to bring advanced powertrains to market including electric truck and electric school bus Being awarded the Department of Energy "Better Plants Program" for reducing a 25% reduction in energy consumption by 4% annually at all facilities, which has required some large investments in both interior and exterior lighting at our facilities. Reducing both hazardous and non-hazardous waste is another key area for our manufacturing operations. Today more than 56% of waste is recyclable. Navistar is one of 4 teams leading the Department of Energy Super Truck initiative. 90% of our vehicles content is recyclable. In the Parts Distribution Centers have reduced packaging materials by using returnable containers to ship parts. A dedicated delivery system from the Parts Distribution Centers utilizes prescribed routes to reach multiple dealerships eliminating double handling of parts as well as achieving earlier deliveries. Energy Consumption, Green House Gas Emissions, Incident Frequency Rate, Water Withdrawal, Hazardous Waste generation and Non-Hazardous Generation are tracked and charted in document. https://news.navistar.com/2022-07-29-Navistar-Positioned-for-a-More-Sustainable-Future-in-Annual-Sustainability-Report
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.	Navistar's mission statement is to "accelerate the impact of sustainable mobility". Most of our plants are ISO 14001 certified as well as ISO 9001 certified. Our New Plant in San Antonio, Texas should receive ISO 14001 in 2024. Navistar has many green initiatives including the following path to zero emissions: We strive to achieve 50% new battery electric vehicle sales by 2030 and 100% by 2040 in the US and Canadian markets. Navistar's decarbonization effort is to move away from product fossil fuels. Beginning in 2021 Navistar's work through 2022 and into 2023 is leading to the development of targets to be submitted to the SBTi. this target will encompass scope 1 and scope 2 emissions and a target for scope 3 emissions from the use of products energy usage electrical energy usage. Electric driven products continue to be the focus of our products, which increased by 32% and 2022. On the energy purchased side of the equation, energy used by our facilities increased less than 2% in 2021 evidence of the energy efficiency gains and reduction of wasted energy in our operations circular business. Circularity not only saves raw resources from being used in the production process but uses less energy causes less emissions increase less waste than a new product. Navistar is early in its journey towards circular business model but is committed to moving in that direction. Remanufacturing, and the energy and emission impacts of remanufactured vehicle parts can be on average as low as 35% when compared to that of a new part and the waste impacts can be less than 10% compared with a new vehicle part. According to the 2018 United Nations environmental program report as a result remanufacturing can have significant impact Navistar sells and distributes remanufactured parts under the renewed and fleetrite brands with approximately 3000 different parts regularly remanufactured. In 2022, 64% of all waste generated was recycled compared to 67% in 2021 which represents A slight decrease likely related to the impacts of COVID-19 pandemic affecting waste segregation and recycling. Navistar has programs to that require re-useable racks for most of the material brought into our plants as well as recycling cardboard, pallets and other packaging material. We aim to shape our circular economy continuously improve towards our goal of 75% recycling rate and create less resource intense company. Conserving water resources. In 2022 Navistar used .51 million cubic meters of water in our operations a 9.1 increase from .47 million cubic meters of water in 2021. We did build substantially more vehicles in 2022. Our overall water usage has been trending lower during the years prior to the start of the pandemic but increased slightly compared to 2021 however the total water used per vehicle decreased due to improved efficiency at higher production levels. Environmental compliance remains a baseline value for us our manufacturing facilities are certified by outside auditors to comply with ISO 14,001. As mentioned above, our new Plant in San Antonio Texas is working on completing their ISO 14,001 certification this year. The 2023 sustainability reporting was not completed to include in this RFP. https://news.navistar.com/2022-07-29-Navistar-Positioned-for-a-More-Sustainable-Future-in-Annual-Sustainability-Report
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.	"Navistar and IC BUS remain committed to diversity both internally and externally within our workforce and supply base. We have a supplier diversity program that has been in place for more than 40 years to bring awareness and emphasis to our business practices. We continue to grow our commitment and strategic relationships from our diversity and advocacy business partners and embrace diversity as a way of business. Our supplier diversity program is designed to develop and strengthen strategic supplier relationships with companies owned and operated by minorities, women, veterans, and small businesses. We will continue to work closely with them to explore innovative ways to increase financial viability, satisfy the rigorous quality and production requirements and continue to drive value-add solutions delivering above the desired service levels. As a result of our efforts to sustain a robust and diverse supplier base, Navistar finished 2023 with the following diverse spend results: - \$288.3M with Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) - \$630.6M with Small Business Enterprises (SBE) - \$89.4M with Small Disadvantaged Business Enterprises (SDB) - \$33.3M with Veteran Business Enterprises (VBE) - \$15.8M with Historically Underutilized Business Zones (HUB Zones)"
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	International has a strong presence in the North American Government Sector, with the largest dealer network to sell and service the products used in the communities they serve. They have a strong market share in the Government Sector and knowledgeable sales professionals at the dealerships to serve the members. International has the ability to provide turn-key solutions and has a proven track record of growth with Sourcwell. They have an award-winning parts distribution system as members keep units in service far longer than commercial applications do. Their product offering is completely updated with specific vocationally focused products to serve the Government Sector. They offer a free online parts and service program and have both Cummins and International Engines. International also has joint marketing and Sourcwell promotion through NCL Municipal Financing and a parts program tailored to Sourcwell. These features make International a strong player in the trucking industry.

Table 9A: 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?	International's base warranty covers all products on the chassis as it left our factory with parts and labor. Maintenance items or misuse of a product would not be covered. Navistar would not be provide warranty on equipment installed after it has left the factory. Items like a dump body or a snow plow, would get warranty provided by the company that made the components and the facility that installed them. The International dealer can review the base and optional vehicle coverage as well as the warranty for items installed for turn key operation. Attached link takes you to our Warranty Landing Page "https://www.internationaltrucks.com/support/warranties" All base warranty documents are attached to the RFP.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	International warranty documents (attached) will clarify: 1. The warranty coverage document also covers restrictions of coverage, competitive with the rest of the industry, including restrictions and limitations. 2. External influence, damage, modifications, etc. 3. Failure due to improper use, overloading, misapplication or abuse can be denied. 4. Failure due to not performing proper maintenance, storage, deterioration, etc. 5. Supplier Direct warranty requirements i.e. Cummins/Allison/Dana/Meritor etc.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Navistar covers warranties performed at the dealer shop and authorized locations. The one exception would involve towing coverage. If towing coverage is on the vehicle, and it has a disabling failure, it may be more cost effective for the dealer to send a tech to repair on site versus a tow.
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?	Since International Trucks are on highway vehicles, our warranty repairs are performed at the dealership or authorized service provider. Navistar prefers that Sourcewell members use International Dealers for non-warranty repairs as well. Dealers that serve remote areas have the ability to get techs and needed parts out to service those products, however the travel and labor expense getting to and from these products is not covered under warranty. If the Sourcewell member is in a remote area, please discuss the options with the selling International Dealer.
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?	Navistar does cover many supplier-based components through the standard warranty period. However, there are suppliers such as Cummins and Allison that require their concerns t. address issues, and may require the work on the vehicle to be performed at their distributor or local facility. With the largest dealer network in North America, most dealers are set up to do extensive Cummins work and Allison maintenance work. Question on this issue can be addressed by the selling dealer. Supplier direct warranties may be available from the supplier subsequent to the base chassis warranty. equipment installed to the dealer, truck equipment manufacture, or aftermarket modifications center are not covered by the International warranty. These items will be warranted by manufacture that produced or installed the components or performed the work.
51	What are your proposed exchange and return programs and policies?	Our vehicles will be delivered as ordered and warranted free of defects and workmanship. If the vehicle is not performing to the level expected we will engage the appropriate Field Service Manager to expedite a repair plan our expectation is to not only resolve your concern fully but to do it in a timely fashion.
52	Describe any service contract options for the items included in your proposal.	International offers a wide variety of service contracts and warranties that can be added to the spec of the truck when purchased or after the unit is built but not delivered. Units that are in service may also be eligible for extended warranties, but there are time limitations in place. Here are the categories and maximum time in months for the service contracts available on all models: Bumper to Bumper plans: Up to 60 months. Extending the basic vehicle coverage: Up to 84 months. Vocational cab warranties: Up to 120 months. Vocational Frame warranties: Up to 120 months. Cooling, Electrical, HVAC Axles, Starting System: Individually available up to 60 months. Combo Plan for Engine and Aftertreatment (International Engine): Up to 84 months. Comprehensive Engine Plans (International Engine): Up to 84 months. Major Engine Component Engine coverage (International Engine): Up to 84 months. Def Tank Companion Plans: Up to 72 months. All these plans have mileage/kilometer limits but none are tied to engine hours. In addition to International's warranties, Cummins and Allison warranties are also offered through the dealer with similar time and mileage/kilometer limits. Sourcewell Members Purchasing a Used Truck from International Used Truck Center or International Dealer, that do not exceed 7 years in age, will get a 1 year Engine and Aftertreatment Warranty valued at \$6000. INTERNATIONAL USED TRUCK ENGINE & AFTERTREATMENT COVERAGE 92 VITAL ENGINE COMPONENTS COVERED | 16 MAJOR AFTERTREATMENT COMPONENTS COVERED Basic Engine Components • Connecting Rod/Cap • Crankcase & Crankshaft • Exhaust Manifold Assembly • Flywheel Housing & Bearing • EGR Cooling & Valve Aftertreatment • Aftertreatment Control Module • Sensors • Diesel Particulate Filter (DPF) • SCR Catalyst & Reactor • DEF Injector & Sensors Electronic Engine Components • Cold Start Components • Engine Sensors • Electronic Control Module • High Pressure Rail Cylinder Head & Valve Train • Gasket & Sleeve • Intake / Exhaust Valve Other Engine Components • Fuel Heater / Water Separator • High Pressure Fuel Injector • Air Compressor With the amount of coverage available, it is recommended that the Sourcewell member discuss their needs with the dealer sales rep to present options that best fit.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	For Sourcewell members, the International dealer will carry the unit on the books for 30 days after the unit is built and shipped to its final destination, either a Truck Equipment Manufacturer (TEM) to get a body installed, or to the dealer. Payment will take place prior to possession of the unit or upon arrival at the body company unless other arrangements have been made. If units are funded by NCL Government Capital, they can fund the vehicle when it arrives at the body company. For units exceeding the 30 days of terms, the dealer can add the cost of the additional terms into the price of the unit. There is a section on the Sales Summary Sheet for additional terms. The lead time to install equipment has grown since Covid, as have the interest rates and carrying cost. Some customers will fund the chassis portion of the purchase when it gets to the body company. This process ensures a smooth transition from purchase to operation for the customers.
54	Describe any leasing or financing options available for use by educational or governmental entities.	NCL Government Capital is Sourcewell Awarded Supplier that we work with for Sourcewell. They provide both leasing and financing offerings to zero or established end of term amount. If your dealer hasn't presented NCL Government Capital Options to you, please ask them to. Jake Ost is our NCL Government Capital Rep. We will include contact info and NCL overview in the RFP.
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.	There are 3 key documents needed to facilitate a smooth and transparent process for all parties. 1. The Sourcewell Award: This is the awarded contract in its entirety or summary form. It is reviewed on calls and in training presentations are recorded for the dealers to refer back to. It outlines the terms and conditions of Navistar's partnership with Sourcewell. 2. Sourcewell Sales Program (Dealer Document): This document provides guidance for dealers, outlining their responsibilities and providing reference documents. It also includes contact information for Navistar's government sales team for dealers who need assistance and NCL Government Capital. 3. Sourcewell Workbook: This is a template that dealers use to enter vehicle information. The workbook then calculates the price of the unit and generates a Sales Summary Page for the Sourcewell member making the purchase. They can easily see all parts of the transaction and that they are receiving the proper Sourcewell Discounts. Dealers can not make any changes to the template. This is where dealers would add additional equipment for turn key offerings as well as extended warranties, terms and any other cost of the sale.
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?	P-Card usage and terms would be specified by the selling dealer. Generally, truck purchases are outside the scope of P-Card usage. Any fees imposed by the process would have to be added into the cost of the unit.

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.	For new trucks, International will use a flat dollar amount discount on CV models. On the rest of our product offering, we will use a discount of the total list price (Diesel Vehicles: MV,HV,HX,RH,LT) and an options only list discount on the eMV. (Electric Vehicle) We do not have any restrictions on what models and options are available to Sourcewell members other than emissions restrictions based on the state the vehicle will reside in. Emissions and Federally Mandated items are not price protected. Currently CARB requires additional warranty on every unit sold regardless of the manufacture. For 2024 the upcharge for CARB is \$9000 a unit, non-discountable. Bodies and equipment that are not manufactured and installed by Navistar are not price protected by Navistar. We recommend that discussion take place when the proposal is being put together. For vehicles that are not in stock or line-set for build, that need to be ordered, the International Dealer should not accept the Purchase Order or final Purchase Order until the unit is line-set (which is 90 days from being produced at our factory.) Units will be invoiced to the dealer at the pricing that is approved and in place with Sourcewell when it gets built. This is what we had in place from out 060920-NVS award. The flat discounts on the CV models are \$6000 The list price discounts (base plus options) on diesel models go from 30.3% to 51.1% eMV has no discount on the base chassis, the options do have a 24.5% list discount. Units sold in Canada use US pricing and incentives the same as the US, an exchange rate is applied and locked in when the dealer submits the proposal to our Canadian Office. A pricing summary sheet by model family and the specifications that were used for each model are in the attachments. Things to keep in mind: 1. The next 4 years will have a lot of regulatory changes as well as more electric offerings and component changes. 2. There is a strong probability that engine manufactures will move up their 2027 emission into 2026. 3. There will continue to be supplier constraints that limit and push out production 4. There will be an emissions pre-buy starting in 2025. 5. International Promotes Sourcewell as a way to speed up the purchase cycle to get units ordered. With long lead times for new trucks and the average age of a government truck is growing, we are pleased to offer a USED TRUCK Option for this contract. Eligible units are owned by Navistar and are in the International Used Truck Center Inventory. International typically has 2000+ units in company inventory at 14 company owned locations. These are fleet maintained and off unit leases that meet terms and conditions for operation and appearance. Pricing as advertised by Used Truck Center or Dealer. Navistar provides the Sourcewell member with 5 key benefits: 1. Units are inspected pass DOT requirements, and are immediately available 2. Truck that is less than 7 years old. These can be International or other makes. 3. Sourcewell Members will receive 12 months of Major Engine Components and Aftertreatment Coverage at no additional Cost. A \$6000 Value. 4. \$1000 Parts and Service Card 5. Ability to create Sourced or Turn-key solution in the same fashion we use for the new products offered in this rfp.

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.	Our Sourcewell Pricing uses 3 different methods: 1. The CV515 uses a flat dollar discount of \$6000. 2. The eMV Chassis has no discount on the base chassis and uses a 24.5% list price discount on the options. 3. The rest of our models MV, HV, HX, RT, LT all use a list price discount on the total base and factory options. Discounts are listed by model below: <table><thead><tr><th>Model</th><th>List Discount</th><th>Options Only</th></tr></thead><tbody><tr><td>eMV607</td><td>24.5%</td><td></td></tr><tr><td>MV607</td><td>30.3%</td><td></td></tr><tr><td>MV607 LP</td><td>30.3%</td><td></td></tr><tr><td>HV507 4x2</td><td>30.1%</td><td></td></tr><tr><td>HV507 4x4</td><td>31.0%</td><td></td></tr><tr><td>HV507 6x4</td><td>31.0%</td><td></td></tr><tr><td>HV507 6x6</td><td>31.0%</td><td></td></tr><tr><td>HV607 4x2</td><td>30.1%</td><td></td></tr><tr><td>HV607 4x4</td><td>31.0%</td><td></td></tr><tr><td>HV607 6x4</td><td>31.0%</td><td></td></tr><tr><td>HV607 6x6</td><td>31.0%</td><td></td></tr><tr><td>HV513 4x2</td><td>47.8%</td><td></td></tr><tr><td>HV613 4x2</td><td>47.8%</td><td></td></tr><tr><td>HV513 6x4</td><td>48.2%</td><td></td></tr><tr><td>HV613 6x4</td><td>48.2%</td><td></td></tr><tr><td>HX520 /X15</td><td>49.1%</td><td></td></tr><tr><td>HX620 6x4 S-13</td><td>49.1%</td><td></td></tr><tr><td>HX620 6x4 X-15</td><td>49.1%</td><td></td></tr><tr><td>RH613 4x2</td><td>50.5%</td><td></td></tr><tr><td>RH613 6x4</td><td>50.5%</td><td></td></tr><tr><td>RH613 6x2</td><td>50.5%</td><td></td></tr><tr><td>LT625 4x2</td><td>51.1%</td><td></td></tr><tr><td>LT625 6x4</td><td>51.1%</td><td></td></tr><tr><td>LT625 6x4</td><td>51.1%</td><td></td></tr><tr><td>LT625 6x2</td><td>51.1%</td><td></td></tr></tbody></table> List prices appear on the sales proposal, and with the Sourcewell Sales Summary Sheet, clearly shows the Sourcewell Member they are getting the proper discounts as well as all items and charges in their proposal. There are 3 files with our Sourcewell Proposal. Each has multiple proposals with corresponding Sourcewell Sales Summary Sheets. As was mentioned earlier in the proposal, units going to a CARB state will need to have \$9000 added to the proposal for the additionally required CARB warranties. Availability diesel products in CARB states is very limited. Cummins is currently the only CARB certified power choice. Please discuss availability with International Dealer. We have not included FET as Government and non-profits are usually exempt. The federal government is NOT FET exempt.	Model	List Discount	Options Only	eMV607	24.5%		MV607	30.3%		MV607 LP	30.3%		HV507 4x2	30.1%		HV507 4x4	31.0%		HV507 6x4	31.0%		HV507 6x6	31.0%		HV607 4x2	30.1%		HV607 4x4	31.0%		HV607 6x4	31.0%		HV607 6x6	31.0%		HV513 4x2	47.8%		HV613 4x2	47.8%		HV513 6x4	48.2%		HV613 6x4	48.2%		HX520 /X15	49.1%		HX620 6x4 S-13	49.1%		HX620 6x4 X-15	49.1%		RH613 4x2	50.5%		RH613 6x4	50.5%		RH613 6x2	50.5%		LT625 4x2	51.1%		LT625 6x4	51.1%		LT625 6x4	51.1%		LT625 6x2	51.1%		*
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59	Describe any quantity or volume discounts or rebate programs that you offer.	International will offer the following volume incentives for New Trucks purchased: 5-19 units will receive a \$1500 volume discount retroactive to unit 1 20+ units will receive an additional \$1500 incentive (total \$3000) retroactive to unit 1 These can be different truck models, they do not have to be the same but do need to be purchases un the same calendar year. Used Trucks do not have volume incentives.	*																																																																														
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.	International dealers welcome "sourced" products as a truck isn't complete without the body and equipment to do the job. The majority of our government sales are turn-key and our dealers have great relationships with the TEM's and upfitters who provide additional equipment or modifications outside of the chassis assembly process. International Dealers can also include charging stations and related equipment for Electric Vehicles, along with the installation of that equipment. These items can be added to the members proposal with a handling fee not to exceed 5% of the cost of these goods and modifications. These items and the markup is clearly disclosed on the summary sheet the dealer provides the member with the proposal. In order to facilitate greater Sourcewell synergy with , when the dealer sources a body and equipment from a Sourcewell awarded contract holding TEM, the mark up will be limited to 4%.	*																																																																														
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response.	This is not common as our Sourcewell Sales Summary Sheet spells out any and all charges for the vehicle. Not every state or province works the same. Some states have inspection, sales tax and other legisated requirements. We do provide an area to include those items on the Sourcewell Sales Summary Sheet.	*																																																																														
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.	Within the lower 48 and in Canada, there is a flat fee for freight. That freight fee is included in every vehicle and covers freight to a mod center, TEM/body upfitter or the selling dealership. When the unit is ordered the selling dealer puts in the shipping instructions. Once the unit is built, they moved to the Navistar contracted carrier. When you unit arrives at the destination they are to be inspected and any issues are identified before the driveway driver departs	*																																																																														
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	If the delivery of the vehicle is not accessable by a highway or road, and requires a ship or plane to move, those cost would need to be established with the selling dealer. That is why we like the sale and purchase to take place with the local dealer. They know how to get units to the final destination. Hawaii is not covered by our factory freight. Our dealer in San Diego is the dealer in Hawaii and they have the skills and resources to get the vehicles shipped.	*																																																																														
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery is traditionally done at the dealership for tractors or the TEM /body upfitter for units with the body installed. If the member is requesting a unique delivery requirement request that would need to be discussed and properly described and included in the pricing proposal.	*																																																																														

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	Navistar has volume incentives and enhanced pricing actions to create winning solutions for the Sourcewell Members. We are between A and B.

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.	With our current Sourcewell Contract 060920-NVS we worked with Sourcewell to streamline the process. the Sourcewell Sales Summary Sheet does a great job of spelling out all the ingredients of the sale. For dealers in the US, the dealer maintains the sales files, in the event of an Audit. In Canada, we have to lock in an exchange rate for currency when the dealer does their proposal. This requires paperwork to be submitted to the regional office before it gets quoted as well as signed paperwork back to the regional office before it is ordered. We have not experienced any issues with either method. Since our Sourcewell incentive is paid as a fixed dollar amount and not a percentage of the sale, we are not reporting the total vehicle sales amount.	*
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.	The best scorecard we get is from Sourcewell, showing us how we are doing versus our competitors. We want to be #1. We do track Sourcewell order and delivery progress every month in the Work Truck Business unit. It is the only customer specific metric in the deck. We solicit feedback from Sourcewell members that reach out to us for questions on the contract. We call out Sourcewell victories in a weekly summary of events. We are tracking electric vehicle opportunities as well.	*
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.)	Navistar is pleased to provide Sourcewell with the following administrative fees: 1. New International branded trucks \$1500 per unit paid quarterly 2. Used Trucks \$750 per unit paid quarterly	*

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

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *	
69	Category 1: All engines, fuel, and propulsion type chassis and cabs	*

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

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Class 8 Chassis Our Tractor Offering: • RH Tractor (Regional Haul) 4x2, 6x2, and 6x4 axle configurations, powered by International's S13 diesel engine. Cab configurations: Daycab and Sleeper. • LT Tractor (Long Haul) 4x2, 6x2, and 6x4 axle configurations, powered by International's S13 diesel engine and Cummins X-15 diesel engine. Cab configurations: Daycab and Sleeper. • HX Tractor (Heavy Haul) 6x4 and 8x6 axle configurations, powered by International's S13 diesel engine and Cummins X-15 diesel engine. Cab configurations: Daycab and Sleeper. • Future Offering eRH Electric Tractor (Calendar Year 2025 & 2026) 4x2 and 6x4 axle configurations, power by an electric motor with varying range capabilities. Future cab configurations: Daycab and Sleeper. In our Vocational Trucks and Tractors, we offer the following: • HV 507/607 offered in the following axle configurations: 4x2, 4x4, 6x4, & 6x6 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab • HV 513/613 offered in the following axle configurations: 4x2, 6x4, 6x6, and 8x6 with International's S13 diesel engine. Cab configurations: Daycab, Extended Cab, and Crew Cab • HX 520/620 offered in the following axle configuration's: 6x4 and 8x6 with International's S13 and Cummins X-15 diesel engines Class 7 Chassis • HV 507/607 offered in the following axle configurations: 4x2, & 4x4 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab • MV 607 offered in the following axle configurations: 4x2 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab Class 6 Chassis • MV 607 offered in the following axle configurations: 4x2 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab • CV offered in the following axle configurations: 4x2 and 4x4 with International 6.6L diesel engines. Cab configurations: Daycab and Crew Cab Class 5 Chassis • CV offered in the following axle configurations: 4x2 with International 6.6L diesel engines. Cab configurations: Daycab and Crew Cab Class 4 Chassis • CV offered in the following axle configurations: 4x2 with International 6.6L diesel engines. Cab configurations: Daycab and Crew Cab	*

71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	International Trucks provides a diverse lineup of vehicles designed to meet various needs. Whether you're hauling heavy loads, navigating challenging terrains, or responding to emergencies, International has a truck for the job. There are 121 applications identified in our product line. Below are some of their notable offerings: • Utility Trucks: These trucks are dependable and designed to keep essential services running smoothly. From electricity to gas lines, they're built to handle critical tasks. • Concrete Mixers: For construction sites, these trucks can comfortably navigate rough terrain and take command of any project. • Construction Trucks: Built to last and lead, these trucks tackle unforgiving environments, tight deadlines, and tight budgets. • Crane Trucks: Ready for tough job sites, they offer dependable power, reliable drivetrains, and ergonomic cabs. • Dump Trucks: Loading, hauling, and dumping—these trucks take a beating and come back for more. • Fire & Rescue Trucks: With roomy cabs and gear space, International's emergency response vehicles lead the way when seconds count. • Heavy Haul Trucks: High torque, horsepower, and safety features make these trucks ideal for tough jobs. • Local Delivery Trucks: Fuel-efficient and maneuverable, they're more than just trucks—they're reliable partners. • Long Haul Trucks: Legendary fuel efficiency keeps more money in your pocket during those long routes. • Pick Up and Delivery Trucks: Proven reliability for getting goods delivered safely. • Snowplow Trucks: Durability, agility, and exceptional visibility for handling snow removal coupled with corrosion prevention, galvanized and stainless steel components where needed. • Streets & Sanitation Trucks: From potholes to recyclables, these trucks keep your city moving
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	• The HV™ models are built with double-sided galvanized steel cabs (galvaneal) for quality fit and finish and long-term protection from corrosion. Exterior features offered include a three-piece hood, breakaway mirrors, a stationary chrome grille that provides excellent radiator access and allows the hood to be opened over front mounted equipment, and integrated splash panels to protect the engine compartment. Batteries can be in the cab for easier servicing in harsh weather and to free up rail space for mounting other components. Chassis components are huck-bolted, providing durability and greater clamping load than a standard grade 8 bolt. Huck bolts will not loosen and will not need to be re-torqued, meaning they are maintenance free. An optional single 1/2" frame rail has the strength of a double rail but is lighter in weight and eliminates the chance of inter-rail corrosion. • The extreme duty HX Series cab features a high-quality steel design, delivering structural and interior enhancements. The new cab includes upgrades to deliver increased corrosion resistance and endurance in rugged applications, enhancements are: • Coated steel used in toe boards and floor panel for enhanced corrosion protection • Reinforced B-Pillars for cab-mounted exhaust • Line-X coating on interior cab floor and extending ~ 2 inches up all sides for improved corrosion protection. • The MV models are built with double-sided galvanized steel cabs for quality fit and finish and long-term protection from corrosion. Exterior features offered include a three-piece hood, breakaway mirrors, an optional stationary chrome grille that provides excellent radiator access and allows the hood to be opened over front mounted equipment, and integrated splash panels to protect the engine compartment. Chassis components are huck-bolted, providing durability and greater clamping load than a standard grade 8 bolt. Huck bolts will not loosen and will not need to be re-torqued, meaning they are maintenance free. • The LT Series was designed and tested to maximize uptime and reliability. Advanced prognostics, diagnostics and monitoring are available for some systems/ components. These prognostics can anticipate possible issues and provide alerts before a problem occurs, allowing for performance of needed service and avoidance of additional downtime. Optional diagnostics provide full text messages for quick and thorough assessment of issues so that the vehicle can get back on the road again. Items such as vehicle performance and driving behavior can also be monitored via the advanced electronics offered on the LT.
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	On Command Connection (OCC) is our industry-leading remote diagnostics solution supports all commercial truck makes and models* and transforms vehicle data into critical insights that help drive greater uptime and reduce total cost of ownership. *For most commercial vehicles powered by diesel engines, 2007 MY and later. • Fault Code Action Plans guide service technicians through every part and step of service required to address health issues and get your truck on the road. • Vehicle Health Reports are comprehensive health reports with links to critical vehicle performance and trip data, vehicle service history, open campaigns, active fault codes, and much more. • GPS mapping with nearby service centers, hotels, and more. • Identifies dealer on-hand inventory of needed parts. International 360 (i360) is our industry-leading service communications tool designed to accelerate the repair process, streamline communications with your dealer service center, and drive greater uptime. • Complete service information at your fingertips: • Seamless communications with dealers and up-to-date repair status • Complete VIN-based information: asset specs, complete parts catalog, remote health data, and more • Online service request initiation and estimate approvals. • Complete service history, up-to-date campaign information, and engine calibration status - Integration with parts inventory systems shows which dealer locations have the parts you need on the shelf now.

Table 15: Category 1 - Depth and Breadth 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.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	The International CV515 is a versatile commercial truck model with several notable attributes and features: Engine: It is powered by the International 6.6L V8 turbocharged diesel engine capable of producing 350 hp and 700 lb.-ft. of reliable torque. Versatility: The CV515 model is designed for upfitting, with a straight frame and a wide range of wheelbase options¹. It's ready to accept nearly any body — from dump, ambulance, snow plow and tow to refrigerator, utility, roll-back and more — without any special modifications and reinforcements Interior and Comfort: The truck features 3 Passenger seating, Power Windows/Locks/Mirrors, an AM/FM Stereo with Bluetooth capability, Cruise Control, and Air Conditioning. Safety: It includes Anti-Lock Brakes with Traction Control. Fuel Capacity: It has a 40-gallon fuel tank. Support: The CV Series is supported by the largest commercial dealer network in the industry.

75	Class 5 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	The International CV515 is a versatile commercial truck model with several notable attributes and features: Engine: It is powered by the International 6.6L V8 turbocharged diesel engine capable of producing 350 hp and 700 lb.-ft. of reliable torque. Versatility: The CV515 model is designed for upfitting, with a straight frame and a wide range of wheelbase options¹. It's ready to accept nearly any body — from dump, ambulance, snow plow and tow to refrigerator, utility, roll-back and more — without any special modifications and reinforcements Interior and Comfort: The truck features 3 Passenger seating, Power Windows/Locks/Mirrors, an AM/FM Stereo with Bluetooth capability, Cruise Control, and Air Conditioning. Safety: It includes Anti-Lock Brakes with Traction Control. Fuel Capacity: It has a 40-gallon fuel tank. Support: The CV Series is supported by the largest commercial dealer network in the industry.
76	Class 6 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	The International CV515 is a versatile commercial truck model with several notable attributes and features: Engine: It is powered by the International 6.6L V8 turbocharged diesel engine capable of producing 350 hp and 700 lb.-ft. of reliable torque. Versatility: The CV515 model is designed for upfitting, with a straight frame and a wide range of wheelbase options¹. It's ready to accept nearly any body — from dump, ambulance, snow plow and tow to refrigerator, utility, roll-back and more — without any special modifications and reinforcements Interior and Comfort: The truck features 3 Passenger seating, Power Windows/Locks/Mirrors, an AM/FM Stereo with Bluetooth capability, Cruise Control, and Air Conditioning. Safety: It includes Anti-Lock Brakes with Traction Control. Fuel Capacity: It has a 40-gallon fuel tank. Support: The CV Series is supported by the largest commercial dealer network in the industry.
77	Class 7 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	The International MV Series is a versatile and reliable medium-duty truck with several notable features and benefits: Engine: The MV Series is powered by Cummins B6.7 or L9 engines¹. Versatility: The MV Series is designed with multiple functional and visual features focusing on fuel efficiency, upfitter accessibility, and driver comfort². It offers virtually limitless upfit possibilities. Safety: The MV Series is equipped with optional safety features like Bendix® Wingman Fusion, and Bendix™ BlindSpotter®. These active safety features can help drivers reach their destinations safely. Driver Comfort: The MV Series features a Driver First™ interior. The new stalk shifter allows drivers to shift and apply the Jacobs brake without looking down. Uptime: Engine maintenance intervals are aligned and extended for fewer trips to the service department¹. The InterCoat® ChemGuard-coated floor panels with the optional LINE-X® coated interior floor can help defend against corrosive environments. Integration: The MV® Series is equipped with the Diamond Logic electrical system which provides the ability to customize to suit specific application needs, streamline the body installation process and add convenience for the driver. Configuration: The MV Series offers a range of configurations, including different cab options (Day Cab, Extended Cab, Crew Cab), wheelbase options, and a 4x2 or 6x4 axle configuration. GVWR Range: The Gross Vehicle Weight Rating (GVWR) of the International MV varies depending on the specific configuration, ranging from 20,000 to 54,600 lbs. These features make the International MV Series an excellent choice for a wide range of applications, including delivery, dump truck, landscaping, towing, utility, and snow plow

78	Class 8 chassis	Yes No	Internal Combustion Engine fuel types (ICE)	The International HV Series is a heavy-duty vocational truck with several notable features and attributes: Engine: The HV Series is powered by Cummins B6.7 or L9 engines¹. Versatility: The HV Series is designed with multiple functional and visual features focusing on fuel efficiency, driver comfort, and the versatility to meet the most demanding of vocational applications². Safety: The HV Series is equipped with optional safety features like Bendix® Wingman Fusion, and Bendix™ BlindSpotter®. Driver Comfort: The HV Series features a Driver First™ interior¹. The new stalk shifter allows drivers to shift and apply the Jacobs brake without looking down. Uptime: Engine maintenance intervals are aligned and extended for fewer trips to the service department. Integration: The HV™ Series is equipped with the Diamond Logic® electrical system which provides the ability to customize to suit specific application needs, streamline the body installation process and add convenience for the driver. Configuration: The HV Series offers a range of configurations, including different cab options (Day Cab, Extended Cab, Crew Cab), wheelbase options, and a 4x2 or 6x4 axle configuration. GVWR Range: The Gross Vehicle Weight Rating (GVWR) of the International HV varies depending on the specific configuration, ranging from 51,000 to 73,000 lbs. These features make the International HV Series an excellent choice for a wide range of applications, including concrete, construction, municipal, and utility. The International HX Series is a heavy-duty vocational truck with several notable features and attributes: Engine: The HX Series is powered by the revolutionary International® S13 Integrated Powertrain, which includes the International® S13 Engine, International® T14 Transmission, and Dual Stage Aftertreatment system. Versatility: The HX Series is designed with features engineered to provide superior maneuverability and unrivaled driver visibility². It's built to endure, thrive, and dominate, making it the go-to option for the most demanding applications. Safety: The HX Series is equipped with optional safety features like Bendix® Wingman Fusion, and Bendix™ BlindSpotter®. Driver Comfort: The HX Series features a Driver First™ interior¹. The new stalk shifter allows drivers to shift and apply the Jacobs brake without looking down. Uptime: Over 100 years' experience building vocational trucks has resulted in a truck designed to be on the road and at the worksite, not in the service bay. Integration: The HX™ Series is equipped with the Diamond Logic® Electrical System which provides the ability to customize to suit specific application needs, streamline the body installation process and add convenience for the driver. Configuration: All HX® Series models are available in the following cab options: Day Cab, Sleeper Cab. It also offers automated manual, automatic, and manual transmission options. Applications: The HX Series is built to carry the load in various applications such as concrete, construction, heavy haul, and heavy wrecker. These features make the International HX Series an excellent choice for a wide range of applications. The International LT Series is a heavy-duty truck with several notable features and attributes: Engine: The LT Series is powered by either the International® A26 engine or the Cummins® X15 engine¹². Fuel Efficiency: The LT Series equipped with the revolutionary International® S13 Integrated Powertrain may see up to a 15%* gain in fuel economy over the first-generation International® A26². Safety: Standard Bendix® Wingman® Fusion™ Collision Mitigation System and Predictive Cruise Control for greater fuel efficiency and lower operating costs. Transmission: Available Eaton Endurant™ transmission delivers best-in-class service intervals, smooth shifting, and lightweight design¹². Cab Options: All LT Series models are available in the following cab options: Day Cab, 56" High-Rise Sleeper. GVWR: The Gross Vehicle Weight Rating (GVWR) of the International LT varies from 32,000 to 96,000 lbs³. Axle Configurations: The LT Series offers 4x2, 6x4, and 6x2 axle configurations. Brakes: The LT Series is equipped with Air Drum Brakes with ABS with Optional Automatic Traction Control and Electronic Stability Control. These features make the International LT Series an excellent choice for a wide range of applications². Please note that actual customer results may vary due to various factors, including but not limited to, truck specifications, weight of the vehicle, predictive features, environmental conditions, etc.
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79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	When you need a new truck, but can't wait 2 years to get one, a Certified Used Truck can fill that need. International has 16 Company owned locations and 696 dealer locations that can sell this product. These units are fleet maintained and recent off rental, off lease trucks that are available immediately. As with our new chassis, these units can get bodies and equipment added to them using the same turn key process was created for new trucks. There are 240 TEM's that are part of the International Diamond Partner Program making body installation and upfitting easier. Diamond Logic Electrical System as described earlier in the RFP provides Plug and Play capabilities for the TEM while providing hundreds of safety and time saving features for the end operator of the Truck. On Command Connection, a telematic system that comes standard with every MV, HV, HX, RH and LT. Allows fleet managers to track vehicle systems with app on their phone displaying health history of the vehicle and interacting with dealer and fleet to minimize down time and maximize operation. International also holds a Parts Contract with Sourcewell and an IC Bus Contract with Sourcewell. Fleet Charge allows Sourcewell members to get great discounts, consolidated billing, 30 days terms and access to many special parts programs that are no charge. All a member has to do is sign up for Fleet Charge.
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Table 16: Category 2 - Depth and Breadth 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.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☒ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
80	Battery Electric Vehicle (BEV) Class 4 Chassis	☐ Yes ☒ No	Not Available at this time	*
81	Battery Electric Vehicle (BEV) Class 5 Chassis	☐ Yes ☒ No	Not Available at this time	*
82	Battery Electric Vehicle (BEV) Class 6 Chassis	☐ Yes ☒ No	Not available at this time	*
83	Battery Electric Vehicle (BEV) Class 7 Chassis	☒ Yes ☐ No	The International eMV Series is an electric commercial truck with several notable features and attributes: Range: The eMV has a typical range of 135 miles. Power: The peak power of the eMV is 342hp, provided by a 210 kWh Lithium Iron Phosphate (LFP) battery. Regenerative Braking: The eMV features 3 levels of regenerative braking. Acceleration: The acceleration of the eMV is equal to or better than diesel. Battery Thermal Management System (BTMS): The eMV uses a standard red coolant for its BTMS. Maintenance: The eMV requires lower maintenance compared to diesel. Charging Solutions: Turn-key charging solutions are available from the International Zero Emissions Team. These features make the International eMV Series an excellent choice for a wide range of applications. Please note that actual range is based on environmental conditions, driving behaviors, diminishing loads, and maximum use of regenerative braking.	*
84	Battery Electric Vehicle (BEV) Class 8 Chassis	☒ Yes ☐ No	We are putting a place holder here for future Tractor and Severe Duty Truck.	*
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☒ Yes ☐ No	Purchasing an electric commercial vehicle begins with making sure you have enough power at your facility to charge the unit. International has consultants that work with the local dealer to get you started on the right path. International also has a team of people who work on grants and funding for electric vehicles to make your transition easier. Our application engineers and Diamond Logic team are also there to help the TEM upfit the truck. We offer In-Charge branded Charging Stations in our price pages and have a partnership with the Quanta, the largest utility construction company in North America, to help Sourcewell members get proper power to the property and connect charging stations. With CARB and EPA requirements, it is estimated that 50% of commercial trucks and buses will be electric by 2030. With a \$1 Billion EPA Clean Truck Program launching after this RFP, what better time to start EV Journey.	

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 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.
- 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](#) - Navistar Sourcewell RFP Sales Proposals 3.27.24.pdf - Wednesday March 27, 2024 17:33:16
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Marketing Sourcewell 3.24.pdf - Thursday March 28, 2024 08:26:33
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Sourcewell New Truck Warranty info and Used Truck Warranty 032824 Navistar.pdf - Thursday March 28, 2024 11:07:24
- [Standard Transaction Document Samples](#) - Sourcewell 032824 International Truck Specs and Sourcewell Sales Summary Sheets 3.28.24.pdf - Thursday March 28, 2024 09:57:35
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Navistar EV Dealers and Map of Sales and Service Locations as of 3.24.pdf - Thursday March 28, 2024 09:04:20

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. - Bob Mann, Vice President, Government Sales and Diamond Logic Builder, Navistar, 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_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☒	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☒	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☒	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☒	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☒	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☒	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☒	1

AMENDMENT #1
TO
CONTRACT # 032824-NVS

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Navistar, Inc. (n/k/a International Motors, LLC)**, 75 Fountain St., Suite 310, Providence, RI 02902 (Supplier).

Sourcewell awarded a contract to the Supplier to provide Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to Sourcewell and its Participating Entities, effective July 2, 2024, through July 9, 2028 (Contract).

Navistar Inc. has rebranded and changed its name and street address to the following:
International Motors, LLC, a Delaware entity d/b/a International Motors USA LLC in Illinois, Missouri, New Jersey, Ohio, and Utah, having a principal place of business at 2701 International Drive, Lisle, IL 60532.

Sourcewell acknowledges Supplier’s current rebranding efforts, and has agreed to amend the Contract to accommodate the new corporate name, International Motors, LLC.

Except as amended, the Contract remains in full force and effect.

Sourcewell
Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer
Date: 10/8/2024 | 9:00 PM CDT

International Motors. LLC*
Signed by:
By: Bob Mann
28B63357778A47E...
Name: Bob Mann
Title: Vice President Government Sales
Date: 10/8/2024 | 5:52 PM CDT

*International Motors, LLC d/b/a International Motors USA LLC in Illinois, Missouri, New Jersey, Ohio, and Utah.

AMENDMENT #2
TO
CONTRACT # 032824-NVS

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **International Motors, LLC**, d/b/a International Motors USA LLC in Illinois, Missouri, New Jersey, Ohio, and Utah. (Supplier).

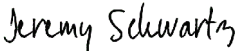
Sourcewell awarded a contract to the Supplier to provide Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to Sourcewell and its Participating Entities, effective July 2, 2024, through July 9, 2028 (Contract).

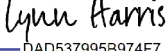
The parties wish to amend the contract to update Suppliers pricing strategy.

NOW, THEREFORE, the parties amend the Contract as follows:

Delete Line 60 in its entirety and replace it with:
Percentage discount will vary by product category, but ranges from 3% to 20% off MSRP. In addition to our parts discount, and in response to customer demand, we recognize that our customer base would like to have their supporting International® Truck dealer provide maintenance, repair, and/or fleet management services in conjunction with parts purchases. Pricing for these services shall be determined on a case-by-case basis and will be submitted in advance to Sourcewell for review and approval through the established Pricing and Proposal (P&P) process prior to commencement of any such services.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell
Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Chief Operating Officer
5/21/2025 | 7:12 PM CDT
Date: _____

International Motors, LLC
Signed by:

By: DAD537995B974F7...
Lynn Harris
National Accounts Sales Director
5/23/2025 | 9:40 AM CDT
Date: _____

**Solicitation Number: RFP #110421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Charles Machine Works, Inc., 1959 West Fir Ave., Perry, OK 73077 (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 Public Utility Equipment with Related Accessories and Supplies 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 December 27, 2025, 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.

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 for the duration of Supplier's written warranty for such item. Other than the warranties in this paragraph, and Supplier's express written warranties for its products, Supplier expressly disclaims all other warranties, express or implied. Supplier agrees to work with its dealers and distributors to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective 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 Sourcwell 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 Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

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.

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 Change 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.

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 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 Supplier or its authorized

subsidiary, distributor, dealer, or reseller. 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, 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 the Supplier. 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.

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 Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, 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 Sourcwell 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell 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.

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 Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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.

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

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and operating instructions. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

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

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:

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. A party 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

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-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

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of 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.

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.

D. **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. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **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 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 Supplier 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.

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

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

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

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

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

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

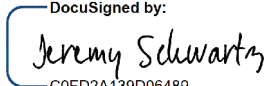
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

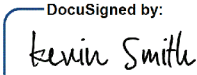
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract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

Sourcewell

The Charles Machine Works, Inc.

DocuSigned by:

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

Date: 12/20/2021 | 2:14 PM CST

DocuSigned by:

By: FB68493E7FA542A...
Kevin Smith
Title: General Manager, Ditch Witch
Construction

Date: 1/11/2022 | 8:19 AM CST

Approved:

DocuSigned by:

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

Date: 1/11/2022 | 8:23 AM CST

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name: The Charles Machine Works, Inc.

Does your company conduct business under any other name? If yes, please state: Ditch Witch

Address: 1959 W. Fir Ave.
Perry, OK 73077

Contact: Mike Spillars

Email: mike.spillars@ditchwitch.com

Phone: 580-572-2390

HST#: 73-0660844

Submission Details

Created On: Monday September 20, 2021 11:50:01

Submitted On: Wednesday November 03, 2021 13:03:54

Submitted By: Mike Spillars

Email: mike.spillars@ditchwitch.com

Transaction #: 3702aa94-7bb8-4d80-b5f8-bf3388129774

Submitter's IP Address: 205.142.232.18

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")	The Charles Machine Works, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Hammerhead Trenchless, American Augers, Subsite Electronics	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Ditch Witch, Hammerhead Moles, Subsite.	*
4	Proposer Physical Address:	1959 West Fir Ave. Perry, OK 73077	*
5	Proposer website address (or addresses):	www.ditchwitch.com	*
6	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):	Kevin Smith General Manager, Ditch Witch Construction 1959 West Fir Ave. Perry, OK 73077 ksmith@ditchwitch.com PH: 920 648 4820	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Spillars Corporate Accounts Manager 1959 West Fir Ave. Perry, OK 73077 mike.spillars@ditchwitch.com 580-572-2390	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Todd Miller Sr. Inside Sales Representative 1959 West Fir Ave. Perry, OK 73077 todd.miller@ditchwitch.com 580-572-3365	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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9	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 Charles Machine Works (Ditch Witch) was a privately held company from 1949 until being acquired by The Toro Company in early 2019 and became the Ditch Witch division of Toro. Ditch Witch® is the premier manufacturer of Underground Construction Equipment that addresses needs in several markets like Utilities, Utility Contractors, Pipeline Contractors, Telcom Industry, Rental Industry, Government and Infrastructure, to name a few. The products offered are Trenchers, Vibratory Plows, Compact Utility Equipment, Directional Drills, Vacuum Excavation, HammerHead® Pneumatic Tools, as well as Subsite® Utility Locating/HDD Guidance Electronics. We invented the first compact utility line trencher 69 years ago and are partnered with a specialist Ditch Witch® dealer organization, which is the envy of the industry. Our vision is to provide the best solutions for success in the underground construction market worldwide by delivering a superior customer experience. Our Core Values are: Integrity above all things; Pride as individuals and a company; Care for our families, our fellow workers, our community, our customers, and the world in which we live; A Pioneering Spirit that drives our aggressiveness and innovation. Since its inception the Charles Machine Works has remained focused on the underground utility market while we worked to continuously expand and strengthen our support of this market by continuously leading the industry in underground equipment such as directional drills, underground moles and sub terrain electronics. All if the Ditch Witch products are manufactured and shipped from our manufacturing facilities in Perry Oklahoma. A large majority of the employees at Ditch Witch live in and around the community and therefore we take pride in the quality of the products that we produce. Our longevity in the market place is rooted in our ability to form a relationship between the factory and our customers by insuring that our Region Managers spend a minimum of two weeks per month in the field with our dealers talking and interacting with our end customers. Of course this schedule has been hampered with Covid-19 travel restriction in the last 18 month. We will however resume a similar schedule as Covid restrictions ease. Please note that where possible all answers are specific to The Charles Machine Works, Ditch Witch, Subsite and Hammerhead brands. However, certain answers must include The Toro Company. Examples of these answers are in questions which are in regards to but not limited to company financial statements, market share, sustainability awards, etc. We have tried to be as specific as possible in our answers.
10	What are your company's expectations in the event of an award?	To continue to grow our business with members of Sourcewell, as we have done with our current contract. We work with our network of Ditch Witch® dealers and their sales personnel to promote the Sourcewell contract to all Government, Education and Non-Profit organizations within their contracted areas of responsibility and to incrementally grow our sales of Ditch Witch and related products using the Sourcewell contract.
11	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.	The Charles Machine Works (Ditch Witch) is a wholly owned subsidiary of The Toro Company and as such attached is The Toro Company's Form 10-Q filing with the United States Security and Exchange Commission. The filing of the Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. The Form 10-Q is a 53 page public statement of finances and outlook of our company. A thorough review of the filing will reveal a company that has a history of strong financial performance. There is also a demonstrated history of growing our business both in terms of organic growth and through acquisition of complementary companies that will enhance our current product offerings.
12	What is your US market share for the solutions that you are proposing?	Since our parent company (The Toro Company) is publicly traded we are not allowed to divulge market share information. Ditch Witch has enjoyed a very healthy market share in all of the markets that we participate and are offering in this proposal. Our market share has led the name of Ditch Witch to become synonymous with the underground utility market.
13	What is your Canadian market share for the solutions that you are proposing?	Since our parent company (The Toro Company) is publicly traded we are not allowed to divulge market share information. Ditch Witch has enjoyed a very healthy market share in all of the markets that we participate and are offering in this proposal. Our market share has led the name of Ditch Witch to become synonymous with the underground utility market.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO
15	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?	The Charles Machine Works, Inc. (Ditch Witch) is best described as a Manufacturer. We have programs in place that are national in scope in which our specialist Ditch Witch® dealership organization preps and delivers the equipment to a customer who has purchased through the program. We invoice the Sourcewell customer from the manufacturer and fund our dealers for the sale of the equipment. Our dealers are private entities and as such local sales and service professionals are employed by the local dealers. That said, Ditch Witch has Region Sales Managers and Service Managers that work closely with the local dealer and customers in all areas of sales and service of our equipment.

16	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.	Ditch Witch family of products are designed and built in the United States and are built to comply with all applicable voluntary safety and environmental standards. This includes ISO, Construction Equipment, Exhaust and Evaporative standards set by the EPA (Environmental Protection Agency) and the California Air Resources Board (CARB). The Charles Machine Works has a manufacturer's license in our home state of Oklahoma as well as a license to sell used vehicles. We also hold licenses to sell vehicles in the following states. Arizona, California, Nebraska, Utah, Tennessee, Florida and Ohio. For our products that are sold with trailers we hold a new and used trailer dealer license in the State of Oklahoma. IN addition to the licenses owned by The Charles Machine Works the contracted Ditch Witch dealers all hold the appropriate licenses and certifications necessary to sell and service the Charles Machine works family of products in the States and Provinces for which they independently operate. Ditch Witch also requires its factory sales personnel and dealer sales personnel to complete a very robust sales and service schools via the Ditch Witch Certified Training Programs.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	The Charles Machine Works has not been under any suspension or debarment in the past 10 years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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18	Describe any relevant industry awards or recognition that your company has received in the past five years	Ditch Witch Awards, 2016-2021 2016 Innovative Iron Award, Compact Equipment: CX-Series walk-behind trencher - The CX-Series walk-behind trencher line was selected as a winner of Compact Equipment Magazine's Innovative Iron Award for its cutting-edge short track/long track design. 2016 Editor's Choice Award, Rental Magazine: CX-Series walk-behind trencher - The CX-Series walk-behind trencher line was selected for an Editor's Choice Award for its Magazine's Innovative Iron Award for its short track/long track design. 2016 Contractor's Top 50 New Products Award, Equipment Today: SK752 stand-on skid steer - The SK752 was selected as one of the top 50 new products for contractors of 2016 by Equipment Today, which cited the machine's construction-grade durability and high operating capacity compared to similar models. 2017 Innovative Iron Award, Compact Equipment: SK1550 stand-on skid steer - The SK1550 was selected as an Innovative Iron Award winner from Compact Equipment due to the machine's exceptional power compared to similar models. 2017 Abbot Most Innovative Product Award, NASTT: JT40 horizontal directional drill - The JT40 horizontal directional drill was selected by the NASTT as the most innovative new product of 2017. 2017 Editor's Choice Award, Rental Magazine: SK1550 stand-on skid steer - The SK1550 was selected by Rental Magazine as an editor's choice award winner for its best-in-class operating capacity and construction-grade durability. Twenty for 2017 Award Winner, Landscape Business: SK1550 stand-on skid steer - The SK1550 was selected as one of the 20 top new products of 2017 in the landscaping industry. 2018 Contractor's Top 50 New Products Award, Equipment Today: SK1550 stand-on skid steer - The SK1550 was selected as one of the top 50 new products for contractors of 2018 by Equipment Today due to its best-in-class operating capacity. 2018 Big Iron Dealer Award Finalist, Equipment World: Ditch Witch of Oklahoma, Arkansas and the Rockies - Ditch Witch of Oklahoma, Arkansas and the Rockies was named as a finalist for the Big Iron Dealer Award from Equipment Today. The award honors the top equipment dealers in the country for community engagement, customer education, staff training and marketing initiatives, along with sales, rental and service performance. 2019 Innovative Iron Award, Innovative Iron Award: SK3000 full-size stand-on skid steer - The SK3000 full-size stand-on skid steer was named as an Innovative Iron Award winner from Compact Equipment, which cited the machines' best-in-class operating capacity. 2019 Big Iron Dealer Award Finalist, Equipment World: Orange Power Group, Ditch Witch Dealership - The Orange Power Group was named as a finalist for the Big Iron Dealer Award from Equipment Today. The award honors the top equipment dealers in the country for community engagement, customer education, staff training and marketing initiatives, along with sales, rental and service performance. 2019 Editor's Choice Award, Green Industry Pros: Ditch Witch Family of SKs - The Ditch Witch line of stand-on skid steers was selected by Green Industry Pros for a 2019 Editor's Choice Award. Twenty for 2020 Award, Landscape Business: SK3000 full-size stand-on skid steer - The SK3000 was selected as one of the 20 top new products of 2020 in the landscaping industry. 2020 Editor's Choice Award, Green Industry Pros: SK3000 full-size stand-on skid steer - The SK3000 was selected by Green Industry Pros for a 2019 Editor's Choice Award. 2021 Editor's Choice Award, Rental Magazine: SK3000 full-size stand-on skid steer - Rental Magazine selected the SK3000 as an editor's choice award winner for 2021, honoring the year's top products in the rental industry 2021 Abbot Most Innovative Product Award, NASTT: JT24 horizontal directional drill - The JT24 was selected by the NASTT as one of three finalists for the most innovative new product of 2021.
19	What percentage of your sales are to the governmental sector in the past three years	As a publicly traded company our parent company The Toro Company considers this type of customer information as confidential. However, per our publicly filed Form 10-Q revenues through Q3 for FY 2021 by market segment are as follows. Net Sales by Segment: Professional 73% Residential 26% Other 1%
20	What percentage of your sales are to the education sector in the past three years	As a publicly traded company our parent company The Toro Company considers this type of customer information as confidential. However, per our publicly filed Form 10-Q revenues through Q3 for FY 2021 by market segment are as follows. Net Sales by Segment: Professional 73% Residential 26% Other 1%
21	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?	Sourcewell Public Utility Contract is the only Cooperative contract awarded to The Charles Machine Works. However, our products are sold though both an HGAC and Buy Board contract that is administered by a third party who handles the pricing, quoting, invoicing and any audits requested.. Sourcewell is our premier cooperative contract and is the only contract that Ditch Witch conducts dealer training and markets with our dealer network. Note: As a publicly traded company the detailed sales information for each contract is considered confidential.

22	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?	The Charles Machine Works does not hold a GSA contract but like HGAC and Buy Board our products are sold on a GSA contract that is administered through a third party. Note: As a publicly traded company the detailed sales information for each contract is considered confidential.	*
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Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Berthoud	Brandon Keegan	970-980-4410	*
City of Jeffersonville	John Walling	502-551-1305	*
Augusta County Service Authority	Chuck Butler	540-487-9440	*

Table 5: Top Five Government or Education Customers

Line Item 24. 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 *	
Confidential	Government	Texas - TX	Machines purchased for Utility Installations/Maintenance	3 Units	\$590,034	*
Confidential	Government	North Carolina - NC	Machines purchased for Utility Installations/Maintenance	4 Units	\$417,164	*
Confidential	Government	Tennessee - TN	Machines purchased for Utility Installations/Maintenance	2 Units	\$417,164	*
Confidential	Government	Alabama - AL	Machines purchased for Utility Installations/Maintenance and other misc. municipal work	6 Units	\$416,669	*
Confidential	Government	Washington - WA	Machines purchased for Utility Installations/Maintenance	3 Units	\$395,507	*

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 *	
25	Sales force.	The Ditch Witch® Factory has 25 sales, product specialists and marketing personnel who work with our specialist dealership organization across the entire United States and Canada in all facets of the business. Dealers employ more than 250 professional salespersons in the local area markets across the US and Canada that are positioned to service all Sourcewell members.	*
26	Dealer network or other distribution methods.	We have an independent specialized Ditch Witch® dealer organization in North America whose focus is the sales, service and support of the Ditch Witch, HammerHead® and Subsite® product lines. There are 28 dealer owners with over 150 branch locations in North America. Within those locations, there are 250+ sales personnel and 250+ parts employees to provide sales, support and training to Ditch Witch customers. We have included a list of our dealers and their locations with this proposal.	*
27	Service force.	In addition to a team of Service Support and Parts Supports Managers located in the Perry Campus the dealership organization has well over 600 trained service personnel throughout North America to provide unmatched service support to our customers. The factory employees and the dealers employees work in tandem to make sure that our customers are fully satisfied with the productivity of their equipment.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our order process for Sourcewell is as follows: 1. Our dealership sales personnel work with the Sourcewell member to spec the equipment properly for their area. 2. the local DW dealer provides this information to our internal Global Account group to quote the unit with the Sourcewell pricing. 3. Once the Sourcewell customer decides to purchase, the Purchase Order is made out to The Charles Machine Works, Inc. 4. The Ditch Witch® dealer orders the equipment or delivers out of their inventory to the Sourcewell customer. 5. Upon delivery the Ditch Witch dealer sends in a delivery receipt to the factory. 6. The factory bills the Sourcewell member, and at the same time, funds our dealer for the sale. By having this type of system, all Sourcewell sales go through one entity, the factory, so we can track the sale and give the proper quarterly sales and fee to Sourcewell.	*
29	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.	As indicated in questions 25-28 we have an extensive specialized Dealer Network with all dealer branch locations having full service shops with specialized tools and equipment to service and maintain our customers machines. Dealer technician follow a complete factory training certification program Dealer locations team with the factory to insure that our customers are repaired and back on the job site as quickly as possible. As with any service organization shop load is the determining factor on how rapidly a unit can be repaired and returned to the customer. That said, the dealership works closely with our factory service reps to insure that repairs are timely and more importantly, fixed correctly. Our years of industry success can be directly attributed to our world class service after the sale. One example of our world class service is our Pro Technician program. The Pro-Technician program was developed by the Ditch Witch® organization to provide comprehensive product training for Ditch Witch service technicians. This extensive training program - consisting of bronze, silver, and gold levels - focuses specifically on Ditch Witch products and insures that the technicians that service and repair your machines are among the most knowledgeable in the industry.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Pledge on our Website: "At Ditch Witch, we don't just sell equipment. We pledge to be there when you need us. With a promise to help you be more productive. A passion to help you be more profitable. And the simple understanding that time is money." With the complete dealer coverage throughout the United States (93 locations) we are more than able to provide products, and services to Sourcewell entities. Every dealer in the Ditch Witch network participates in the Sourcewell contract and views the Sourcewell contract as a valuable asset to their business and as such will provide the best possible service to all Sourcewell owners.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	With the complete dealer coverage in Canada (46 locations across 9 provinces) we are more than able to provide products, and services to Sourcewell entities. Just like in the U.S. every dealer location in Canada network participates in the Sourcewell contract when the opportunity exists and views the Sourcewell contract as a valuable asset to their business and as such will provide the best possible service to all Sourcewell owners.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will fully service all geographic areas of the United States and Canada. With 150 plus dealer locations across North America we are able to reach every geographic sector.	*
33	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 service all Sourcewell member sectors. As stated in question 32, with 150 plus dealer locations across North America we are able to reach every geographic sector and we are not limited by other cooperative contracts in our ability to service the Sourcewell contract and its members.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Additional freight will be charged on any equipment purchased in the areas mentioned. Quotes for machines being delivered to Alaska and Hawaii will have the freight charges indicated on the quote.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	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.	- Ditch Witch® will promote the Sourcewell partnership on our dealer channel communications web site. The Ditch Witch Dealer Central intranet site provides dealers with all of the information and tools they need to work in concert with the factory on all products, ordering, quoting, product support and more. The Sourcewell program will be consistently communicated to our dealer channel throughout the year via this critical site. This will allow Ditch Witch dealers to inform their sales, parts and service teams to support Sourcewell members in the marketplace. - Ditch Witch is creating a sales flier that will showcase and explain the Sourcewell and Ditch Witch partnership program. This can be made available as a PDF for local printing at all Ditch Witch dealership locations. - Ditch Witch has created an informational PowerPoint presentation that provides all of the important information and details that Ditch Witch dealers need to effectively execute the Sourcewell partnership program. This information is also available 24/7 on the Dealer Central web site for all dealer and factory personnel. - The Ditch Witch factory will distribute the Sourcewell member list by Ditch Witch dealer APR (Area of Primary Responsibility) two times per year which will provide our dealer sales force with the exact members in each of their territories. - We will use the Sourcewell member list in conjunction with the local dealers to actively pursue current members business as well as use the member list to promote other local SLED agencies that may not be a Sourcewell member to become a member. We have found that the member lists are invaluable tool for "helping" an apprehensive entity to become comfortable with Sourcewell when they see their neighboring city is a Sourcewell member. - In addition, we will prepare a press release and then post in our Press Room: http://www.ditchwitch.com/press-room. Other ways we market partnerships are through our website
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We deploy a comprehensive range of digital marketing and media tools to enhance our customers' experience with our brands, to support our new product launches, to sustain existing product leadership and build stronger relationships. These tools include social media, smart display, paid search, marketing automation, social sentiment tracking and more. Facebook, Twitter, Linked In, You Tube and Instagram are examples of social media in which we are active. We also have a very comprehensive web site designed to be not only very informative and educational but, interactive with the customer. Our My Ditch Witch portal allows customers to track their machines and monitor the performance of their fleet.
37	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?	We would expect Sourcewell to be a partner with The Charles Machine works in promoting our newly awarded contract by issuing an email blast to all current Sourcewell members which announces that the award was given to The Charles Machine Works (Ditch Witch). We would also like to see the announcement on all Sourcewell social media outlets. Thought out the course of the contract we would expect that Sourcewell be the leader in promoting the use of procurement contracts and include Ditch Witch in all publications/advertisements that promote Sourcewell available contract holders. We would expect that Sourcewell attend all industry government industry trade shows to promote Sourcewell vendors and processes. We have worked for years to promote Sourcewell in our sales processes with our dealer network and as a result Sourcewell is almost second nature to our dealer salespeople. The Sourcewell sales process is not only documented in our dealer portal but, also supported with new salesperson training and two power point presentations on how to use Sourcewell as a selling tool and the internal sales process. Additionally, all local Sourcewell training opportunities through Sourcewell University and Sourcewell Sales Accelerator are sent to the internal Region Sales Manager and also the local dealer locations encouraging them to enroll dealer salespeople that need such training. This includes both new salespeople and seasoned salespeople as a refresher course.
38	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.	Due to the unique and endless configurations of our products it is very difficult to develop an e procurement system for our products. Each model requires a custom quote. That said we are excited to see the new and upcoming Sourcewell market place which we are anxious to participate. We feel this could help with marketing and developing an e commerce solution to Sourcewell members. Our intent is to be very active in the Sourcewell Marketplace and make it as effective as possible.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	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.	Operator and equipment training are performed at the time of delivery by our dealership organization. Maintenance training is performed on an as-needed basis from our authorized Ditch Witch® dealers or the Ditch Witch factory. This initial training is performed at no charge to the Sourcewell member. Additionally operator and safety training is available in the MY Ditch Witch tab at www.ditchwitch.com.
40	Describe any technological advances that your proposed products or services offer.	We are the only manufacturer in our industry that designs and builds the majority of the components used in our equipment on-site. This is what we refer to as a systems approach; for example, we design and manufacture our directional drills, the drill pipe that is used with the drill, the down hole tools, as well as the electronic guidance system, at our own facilities rather than purchase outside and bring it in for our products. This gives us an advantage by being responsible for our quality and being able to affect change in any of these items in a much shorter time Below is a list of technological advances we build into our machines. SK3000 Compact Utility Loader 3102 lbs rated operating capacity (ROC) 118-inch hinge pin height - Under CDL requirements - Integrated hydraulic controls

	- Self-leveling arms with ride control - Patented throttle control system linked to platform; more fuel efficient - 360-degree visibility - Easy on/off platform
	SK600, SK800, SK900, SK1050, SK1550 Compact Utility Loaders - Patented cruise control on ground drive - Patented hydraulic control system with integrated platform switch - Patented hydraulic auxiliary manifold for dual aux - 360-degree visibility - Easy on/off platform - Up to 1978 lbs rated operating capacity (ROC) - Up to 94.5-inch hinge pin height Zahn - Stand-on Articulating Tool Carrier - Patented stand-on articulation - Patented quick change front end - 360-degree visibility - Easy on/off platform
	410SX Vibratory Plow - 49.6-hp Gas engine, no exhaust cleaning or after treatment - Optional front attachment, such as a trencher - Easy to use, color coded controls, with operator presence system - Install cable and pipe up to 24" deep
	C12X, C14, C16X, C24X, C30X Pedestrian Trenchers - Patented sprocket w/ double mud relief - Patented non-symmetrical tracks for balance - Patented track and guide member - Up to 6" trench width, up to 48" dig depth
	Utiliguard Utility Locators - High-contrast LCD display is visible in all conditions, including direct sunlight. - Remotely control the transmitter with the receiver. - Wireless technology simplifies communication and data transfer to other communication devices. - UtiliGuard 2 locator is direction enabled, i.e., provides the direction of the current to help you identify the target line. - Ambient Interference Measurement (AIM) technology scans the surrounding area for noise and recommends the best frequencies for the fastest, most accurate locates.
	Marksman Plus HDD Guidance - Superior performance in high-noise environments with the industry's widest range of frequencies in a single beacon. - Scans the most-usable frequencies, selecting the best choice to avoid interference. - Stronger communication between tracker and beacon at extended depths (130+ feet) for more productive bores. - Intuitive user interfaces for ease of use; choose Classic View or the new Marksman View. - Advanced locating methods let you use your preferred method of locating. - Drill-To Mode: Extended range enables the drill operator to make real-time corrections further out, improving bore accuracy
	Utility Inspection - High-resolution video with a total zoom of 40:1 (10X optical and 4X digital). - Integrated pan/tilt head with built-in ultra-bright, fully adjustable LEDs. - Remote controlled with full camera head swing/rotation. - Programmable pan and rotate limits with on-screen instructions. - Internal pressure and humidity sensors and internal clock with startup counter. - Home function to return camera head to straight-ahead position. - LED lights with remote-controlled settings.
	JT5, JT10, JT20 Horizontal Directional Drills - JT5/JT10-Optional GPS for theft protection - JT20 -Wireless ground drive-ease of set up and mobiling - Dual stick operation-operator comfort - Drill and pipe loader automation- Ease of operation - Orange Intel-Telematics technology
	JT28 Horizontal Directional Drill - Wireless ground drive-ease of set up and mobiling - Dual stick operation-operator comfort - Drill and pipe loader automation- Ease of operation - Orange Intel-Telematics technology
	JT24 Horizontal Directional Drill - Operator uptime features, including manual overrides for key drilling operations. - Alternate joysticks for Ditch Witch or Vermeer style drill operations. - Ergonomic operator station for hours of comfortable operation. - Consistent user controls with other platform drill family. Helps operators go from one machine to another with seamless operation training. Also allows component sourcing and the use of more common components. - Wireless operator control allows the operator the ability to move to key tight areas, ensuring perfect setup and rod entry points. - Horizontal shuttle pipe loader increases reliability while maintaining lower pipe box positioning. - Wide stance undercarriage makes this the most side slope stable drill on the market! - Heavy duty rotational drive and thrust drive components, providing big drill performance on a small drill. - Patented open sided breakout
	JT32, JT40 Horizontal Directional Drills - Operator uptime features, including manual overrides for key drilling operations. - Alternate joysticks for Ditch Witch or Vermeer style drill operations. - Ergonomic operator station for hours of comfortable operation. - Consistent user controls with other platform drill family. Helps operators go from one machine to another

	with seamless operation training. Also allows component sourcing and the use of more common components. - Wireless operator control allows the operator the ability to move to key tight areas, ensuring perfect setup and rod entry points. - Horizontal shuttle pipe loader increases reliability while maintaining lower pipe box positioning. - Heavy duty rotational drive and thrust drive components, providing big drill performance on a small drill. - Orange Intel- Telematics Technology - Patented open sided breakout - Carriage Thrust Break - Patented Virtual carriage brake - Thrust and Rotation limiter - Patented slide cartridge- reduces downtime AT32, AT40 Horizontal Directional Drill - Patented Dual Pipe system-Production and serviceability - Patented Rockmaster housing- Switchback - All of the call outs in JT version above RT70 Riding Trencher - Centrifugal cooling fan - Single piece advanced composite hood with lift assist - Trench depth meter, providing display and logging of trench depth, distance, profile, and productivity. - Anti-stall technology - Advanced cruise control - Enhanced rear steer with active center, crab & coordinated steering modes - Tier 4 Final/Stage V engine and aftertreatment - 120 degree swivel seat - 3 speed shift-on-the-fly w/ autoshift software - Reconfigurable to tracks for tires as needed - Electric over hydraulic attachments - CAN BUS - Ergonomic operator station, designed for cool operation, comfort, and visibility of attachments & surroundings. - Center & offset trencher, plow, backhoe, reel carrier - Microtrenching Attachments - Optional GPS and Telematics with OrangeIntelTM RT80 Riding Trencher - Tier 4 Final or T4i offerings - Advanced cruise control - Reconfigurable to tracks for tires as needed - Swivel seat - Center & offset trencher, combo, saw, plow, backhoe, reel carrier - Microtrenching Attachments - Optional GPS and Telematics with OrangeIntelTM- RT120, RT120Q Riding Trencher - Advanced cruise control - Swivel seat - Center & offset trencher, combo, saw, plow, backhoe, reel carrier - Optional GPS with OrangeIntelTM RT125, RT125Q Riding Trencher - Tier 4 Final engine and aftertreatment - Advanced cruise control - 3 speed shift-on-the-fly w/ autoshift software - 120 degree swivel seat - Electric over hydraulic attachments - CAN BUS - Center & offset trencher, combo, saw, plow, backhoe, reel carrier - Microtrenching Attachments - Enclosed cab (optional) with heat, A/C & pressurization - OrangeIntelTM Telematics standard M200/300 Reclaimers - Derrick Technology MV Hydrovacs - 31 HP Vanguard Engine - Reverse Flow - Jib Boom - Purpose built vac trailer - 15" Hg lift - 500 CFM - Water system HX Hydrovacs - Reverse Flow - Remote control operation - Power Boom - Water System w/ 3000 PSI - 15" Hg lift - Prospector Digging Lance - 1315 CFM - Purpose built vac trailer Orange Intel Telematics - Standard feature of machine monitoring for larger HD drills and riding trenchers. - Geo-Fencing - Troubleshooting - Optional GPS kits for smaller compact equipment
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41	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.	Ditch Witch has always been very diligent in making sure that we are good stewards of the environment. Those efforts have been ratcheted up to an even greater degree now that we are part of the Toro family. Part of the Toro purpose is "to help our customers enrich the beauty, productivity and sustainability of the land." the full details of our sustainability initiative can be found at https://thetorocompany.com/sustainability/sustainability-endures. The "green" initiatives at our manufacturing facility include the following: - Recycling of cardboard, glass, plastic and scrap metal. -We also capture waste oil and any ethylene glycol for recycling. -Wooden pallets are taken to our city recycling location to be shredded. -Janitorial supplies used for cleaning in our facility are all green products. - Machine coolant in our NC machines and lathes in our machine shop are green. -No petroleum-based products are used for coolant. -Lighting in the plant has been changed over to low consumption florescent lights which save energy. -Our parking lot lights are all LED lights, again to save energy. -We also heat and cool three of our buildings at our manufacturing facility with ground source heat pumps designed to save energy. -Since being purchased by Toro they have implemented a new energy management system to monitor energy consumption and resource efficiency at production facilities. - We have replaced paper manuals with on line digital manuals to reduce paper usage. - Our Hammerhead brand introduced "cure in place pipes" whereby aging and or ruptured pipes are repaired with a revolutionary Blue Light LED system. This system extends the life of existing pipe networks and reduces landfill waste.
42	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.	- 2020 Editor's Choice Award, Green Industry Pros: SK3000 full-size stand-on skid steer - The SK3000 was selected by Green Industry Pros for a 2019 • Editor's Choice Award. - The Toro Company (parent company) was pleased to be recognized as a 2020 Recycling Demand Champion by The Association of Plastic Recyclers (APR). -In 2020, the U.S. Environmental Protection Agency recognized The Toro Company (parent company) with a WaterSense® Excellence Award for the fifth consecutive year. This prestigious award recognizes companies that demonstrate a commitment to promoting water efficiency and reducing waste through education and developing products that are independently certified to use less water.
43	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.	While we do not have any dealers that we are aware of with certifications in these categories we do have two dealers that have a female majority ownership and several others with non-majority female ownership. We also have other dealers that are veterans but are not certified as Veteran owned corporations.
44	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?	Pledge on our Website: "At Ditch Witch, we don't just sell equipment. We pledge to be there when you need us. With a promise to help you be more productive. A passion to help you be more profitable. And the simple understanding that time is money." We are the only manufacturer in our industry that designs and builds the majority of the components used in our equipment on-site. This is what we refer to as a systems approach; for example, we design and manufacture our directional drills, the drill pipe that is used with the drill, the down hole tools, as well as the electronic guidance system, at our own facilities rather than purchase outside and bring it in for our products. This gives us an advantage by being responsible for our quality and being able to affect change in any of these items in a much shorter time frame. We feel that using the approach described above gives us the ability to offer a better quality product, as the components are designed for use in a particular unit, as opposed to a purchased component off the shelf. We have competitors in all of the products that we manufacture at Ditch Witch. What makes a difference is how we manufacture our products vs. our competition. Manufacturing a large portion of our products ourselves gives us advantages that are not the same as our competition. A good example is the fact that we design and manufacture our Directional Drills, the drill pipe that goes with that particular model, and the electronics that go with the drill to track its progress and give accurate location information. Our competitors don't make their own drill pipe or electronics as they depend on other manufacturers to supply them. We have better control and can make necessary changes faster by not having to depend on other companies. We also manufacture our own tanks and trailers for our vac systems. Again, our competitors rely on other manufacturers for these products. Our factory trained technicians make Ditch Witch service stand out in the industry. The Ditch Witch ProTechnician program was developed by the Ditch Witch® organization to provide comprehensive product training for Ditch Witch service technicians. This extensive training program - consisting of bronze, silver, and gold levels - focuses specifically on Ditch Witch products and insures that the technicians that service and repair your machines are among the most knowledgeable in the industry. For all of these reasons Ditch Witch has become synonymous with the underground trenching industry. Much like Kleenex is to facial tissue Ditch Witch is to underground trenching machines. There is a lot of value to a customer to purchase from such a highly recognized manufacturer.

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 *
45	Do your warranties cover all products, parts, and labor?	Yes, our standard factory warranty covers all products for failures in material and workmanship. (Excluding wear items.) All parts and labor for warrantable failures are covered by the standard warranty. The Sourcewell member is responsible for all required maintenance and adjustments as stated in the operating manual for each model. Failure to perform required maintenance may be grounds for denial of warranty for a component negatively affected by failure to perform maintenance. Exclusions from Product Warranty •All incidental or consequential damages. •All defects, damages, or injuries caused by misuse, abuse, improper installation, alteration, neglect, or uses other than those for which products were intended. •All defects, damages, or injuries caused by improper training, operation, or servicing of products in a manner inconsistent with manufacturer's recommendations. •All engines and engine accessories (these are covered by original manufacturer's warranty). •Tires, belts, and other parts which may be subject to another manufacturer's warranty (such warranty will be available to purchaser) A copy of our limited warranty can be found in the Attached Owners Manual. Each machine purchased will come with a copy of the owners manual which contains a copy of our manufacturers limited warranty.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. (see section 45 for any exclusions)
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. For any unit that is over 50hp we pay our dealerships a fee for up to 400 miles if a service truck is dispatched, plus pay for parts and labor for the repairs. Other travel time may be approved on a case by case basis as deemed necessary.
48	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?	No. Our dealer network encompasses the entirety of the United States and Canada. We have 150+ brick and mortar locations with service trucks and over 600 technicians for service and warranty repairs.
49	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?	Yes, excluding the following: Engines, tires, batteries or VanAir Systems which are covered by their respective manufacturers warranties.
50	What are your proposed exchange and return programs and policies?	New, unused, uninstalled parts in their original containers are eligible for return within 90 days of purchase. Return shipment to Ditch Witch will be the responsibility of the customer. All sales of wholegoods are final and not eligible for return. We reserve the right to make good faith customer satisfaction decisions on all customer purchases up to and including returns/exchanges.
51	Describe any service contract options for the items included in your proposal.	The Ditch Witch dealership offers up to a 2000 hour service contract that can be purchased locally from the servicing dealer. If a customer chooses a service contract the price will be included on the Sourcewell quote.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	Payment terms are Net 30. We accept check, and or payment via ACH transfer.
53	Describe any leasing or financing options available for use by educational or governmental entities.	Ditch Witch® Financial Services, our in-house finance group, offers a complete package of leasing and conditional sales programs to meet the needs of our customers. Lease terms and rates are as follows: The 24, 36 & 48 month lease Index rate is determined based on the 3 year, 4 year and 5 year published swap rates on the Board of Governors of the Federal Reserve System and is adjusted quarterly. The Ditch Witch® Financial Services (DWFS) standard lease is a purchase option lease and not considered a fair market value lease. Residuals are determined before contract agreement has been signed. Lease terms are 24,36,48 and 60 months. Ditch Witch® Financial Services (DWFS) is a private label group under Bank of the West, which is a subsidiary bank of BNP Paribas.
54	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.	We will provide the customer with an authorized Sourcewell price quote from Ditch Witch for any product a Sourcewell member wishes to have quoted. We will accept a standard Purchase Order from the customer. Once the unit is delivered by the local servicing dealer the customer will need to sign a delivery receipt. Ditch Witch will then invoice the member on our standard invoice. Sample copies are attached.
55	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?	No, not at this time. We reserve the right to initiate the acceptance of P-Cards at a future date of our choosing should we decide to pursue a P-Card payment method.

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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Our pricing model is a discount from the Manufactures Stated Retail Price MSRP on each product. Attached to the RFP is a list of all products and their MSRP prices. Discounts to Canada will be 2% less than the discounts offered in the US. This will account for all customs fees and other associated costs associated with shipping from the U.S. to Canada. Attached are price lists by model. Note: We have included the price lists in both excel and PDF format in case there are any issues with opening large excel files.	*
57	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.	Ditch Witch is offering discounts up to 10% from our manufacturers stated retail prices on all Ditch Witch, Hammerhead, and Subsite equipment. See attached pricing sheets for specific discounts on each model. Note: We have included the price lists in both excel and PDF format in case there are any issues with opening large excel files.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Since we consider the Sourcwell Contract, and therefore their members, to corporately qualify for high volume discounts or rebates we offer a very attractive discount up front on all machines. Our pricing is best pricing up front and therefore additional volume discounts or rebates are not necessary and therefore not offered in our proposal. Local dealers may, from time to time, may offer special pricing to compete in their local markets. Such pricing will be at dealer discretion and will always be below the Sourcwell contract price.	*
59	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 products will be provided locally through the delivering dealer. The delivering dealer will provide a quote for the non Ditch Witch "sourced" product and the quote will be added onto the quote for the Sourcwell customer. The customer will have the option to accept the quoted price or reject the price and choose to only purchase the approved Sourcwell product from Ditch Witch or its sister companies. Then the customer would be free to purchase a "Sourced" item from the brand of their choosing.	*
60	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.	There are installation charges associated with certain optional features that may need to be installed on the Ditch Witch machines. Installation charges for those items will be clearly listed on the quote for the Sourcwell customer.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All products are shipped from our factory in Perry, OK to the local Ditch Witch dealer that will be making the final delivery of the product to the Sourcwell member. We have attached a freight matrix that details current shipping rates to each geographic area of the country including rates to ship into Canada. The local dealer does not charge freight or a delivery charge for final delivery from the dealer to the local Sourcwell member. Other freight charges per item are included in the pricing lists. In certain instances Sourcwell members may take delivery from dealer inventory however, such inventory will be subject to the same freight charges as new production orders from the factory. Freight to Hawaii and Alaska will be quoted separately as needed. All freight charges will be listed on the final quote provided to all Sourcwell customers prior to their placement of the order to Ditch Witch.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canada rates are listed in the freight matrix as indicated in question #61. Freight to Hawaii and Alaska will be quoted separately as needed. Note: Shipping rates to Alaska and Hawaii have varied drastically over the last 18 months and will continue to vary for the foreseeable future. All freight charges will be listed on the final quote provided to all Sourcwell customers prior to their placement of the order to Ditch Witch.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All of the equipment in this proposal will receive a Pre-Delivery Inspection (PDI) from the Ditch Witch dealer that includes a multi-point inspection of key components to insure everything complies with the Ditch Witch standard operations of the machines. A delivery checklist is reviewed with the customer to insure that key are covered by the dealer. This includes the provision of an operators manual for each machine, explanation of the standard limited warranty and phone numbers and contact information of the dealer service and parts personnel in the event that they would need to be contacted by the member This may also include operator training at time of delivery as needed.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Soucwell is our premier conduit to deliver our product to Government customers and as such we offer premium pricing to Sourcwell members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	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.	1. All Sourcewell quotes will be generated by the Ditch Witch factory and not from the independent dealer network. All quotes will be on an official Ditch Witch Quote (Sample attached) 2. All purchase orders for the purchase of machines on the Sourcewell program will be issued to The Charles Machine Works and not the servicing dealer. This will ensure the PO matches the official quote. 3. Invoicing to the customer will be directly from the Charles Machine Works. 4. Payment will be made to The Charles Machine Works. With this process we remove the dealer from all pricing and guarantees that the Sourcewell contract pricing is compliant. In addition since all invoicing is provided by The Charles Machine Works we track each sale in our system by customer member number in our sales systems. We then run quarterly reports directly from our sales accounting system to insure every sale on the Sourcewell contract is not only priced correctly but also reported to Sourcewell correctly so that the administrative fee will be correct.
66	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 provide monthly sales reports on the Sourcewell contract to our internal stakeholders and executive management. Example attached.
67	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.)	The Charles Machine Works, Inc. will propose to pay Sourcewell a fee of 2% of the contract sales price of the machine less any freight and set up for all products in our proposal.

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering the complete line of Ditch Witch® pedestrian and ride on trenchers, vibratory plows, compact utility products, stand on track loaders and attachments, directional drills, vacuum excavation products, micro trenching products Subsite® pipe and cable locators, tracking electronics, as well as the complete line of HammerHead® pneumatic piercing tools.. All of these products are offered and available through our extensive dealer network. See attached for a list of current models. Ditch Witch Model Summary Pedestrian Trencher line up offer Engines from 12-31 hp and dig depths of 24-48 inches. Ride on Trenchers line up offers Engines from 130hp and trencher dig depths to 97" Stand On Skid Steers have operating capacities from 600lbs to 3,100lbs. Vacuum Excavators Range from 150-gallon to 800-gallon Vacuum tanks. Ditch Witch Directional Drills range from 4,100 lbs. and 70,000 lbs. of Thrust Force. Subsite Electronics offers several models of HDD Guidance locators including Marksman, TK Recan, TK Recon repeater, Commander 7, Field Scout, Scoutview, HDD Beacons, TMS Plus and TSR Mobile. Subsite HDD Guidance systems and our exclusive Green Ops™ process give you a clear plan, more control, and faster reporting for safer, more productive jobs. Subsite Electronics also offers a complete line of utility locators including Utiliguard 2, 830R/T, Locating beacons and 2550GR ground penetrating radars system. Before you dig, trench or bore, you need a clear understanding of the hazards below your jobsite. Without it, you're working blind. Hammerhead offers a complete line of mole piercing tools. Including the Active head, Catamount and Standard tools moles as well as the Moletrac locating kit. HammerHead Mole® piercing tools are some of the most reliable in the industry today. With more than 24 models ranging from 2" to 8" (50 to 200 mm). HammerHead Mole piercing tools feature an industry-leading design that uses the heaviest one-piece striker in the industry. Our body housing design provides better durability and tool life than competitive models.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Ditch Witch Utility trailers purpose built for the transportation of Ditch Witch branded equipment.

Table 14B: Depth and Breadth 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	Category or Type	Offered *	Comments	
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	☐ Yes ☒ No	We do not manufacture these products as we specialize in the underground utility market.	*
71	Digger derricks, and cable placing, pulling, and tensioning equipment	☐ Yes ☒ No	We do not participate in this category.	*
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	☒ Yes ☐ No	The Charles Machine Works, Inc., is a family of companies that offers an entire range of fully integrated products that address the installation of pipe and cable underground. That is the singular purpose of our business. Our family of companies complement and complete each other so that we can be the sole source provider from the beginning to the end of every HDD bore. Subsite® Electronics locate existing pipe and cable underground and track the installation of new pipe and cable being installed so that the HDD equipment operator virtually has "eyes that see underground." Ditch Witch® equipment offers a broad line of equipment ranging from mini skid steer units to trenchers to HDD machines to vacuum excavators. American Augers® and Trencor® offer HDD machines in sizes that exceed Ditch Witch models to accommodate the largest of jobs. DWTXS® offers an HDD line of equipment specifically designed for various segments of the international market. The HammerHead® line of equipment ranges from moles to pipe bursters. The Radius® line of HDD tooling complements those manufactured by Ditch Witch and HammerHead for the most complete line of HDD tooling offered by any manufacturer in the underground construction market today. When pre-owned equipment is the answer, MTI® is the one-stop shop for those needs. The synergy created by The Charles Machine Works, Inc., family of companies is intended to give any contractor assurance that we have the product to complete the most difficult of installations of pipe and cable underground and that we do so with maximum productivity and cost efficiencies in mind.	*
73	Utility locating equipment	☒ Yes ☐ No	Our Subsite products are industry leading in the area of utility locating equipment.	*
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	☒ Yes ☐ No	We offer all of our branded attachments purchased in conjunction with a whole good machine. We are not offering replacement parts or service as a part of this bid. Replacement parts and service will be provided by the local dealer but, not as a part of this RFP.	*

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 .doc, .docx, 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](#) - Pricing.zip - Tuesday November 02, 2021 08:11:59
- [Financial Strength and Stability](#) - Financial Statement Info and Dealer List.zip - Tuesday November 02, 2021 08:11:09
- [Marketing Plan/Samples](#) - Marketing.zip - Wednesday October 27, 2021 15:12:33
- MBE/MBE/SBE or related Certificates (optional)
- [Warranty Information](#) - Ditch Witch Limited Warranty Policy.pdf - Wednesday October 27, 2021 15:01:14
- [Standard Transaction Document Samples](#) - Transaction Documents.zip - Wednesday October 27, 2021 15:01:3
- [Upload Additional Document](#) - Dealer List-Training -Product Technology - Product Lit.zip - Tuesday November 02, 2021 08:11:43

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. - Mike Spillars, Corporate Accounts Manager, The Charles Machine Works

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_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	☒	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	☒	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	☒	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	☒	1



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. L.8

DATE: October 7, 2025

TO: City Council

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

SUBJECT: Multiple Agreements for On-Call Real Property Services and Right of Way Acquisition.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from October 9, 2025 to October 8, 2026, with an option for four consecutive one-year period extensions ending October 8, 2030, for on-call Professional Real Property Services and Right of Way Acquisition:

1. Agreement 32600016 with Beacon Integrated Professional Resources, Inc. DBA Hamner, Jewell & Associates for a total amount not to exceed \$500,000;
2. Agreement 32600017 with Bender Rosenthal, Inc. for a total amount not to exceed \$500,000; and
3. Agreement 32600018 with Clark Land Resources, Inc. for a total amount not to exceed \$500,000.

(Public Works and Transportation Committee approved 3-0 on September 9, 2025)

BACKGROUND

The Public Works Department (PW) utilizes professional consulting firms to provide licensed and/or technical expertise in various disciplines that support the development and implementation of the Capital Improvement Program (CIP) as well as other non-CIP projects. Utilization of these specialized contractors is necessary to provide services that supplement the skills, experience, and sometimes peak workload times of City staff. It is in the City's interest to have a pool of these professional service contractors available on-call for a range of technical disciplines so that services can be procured, and needed work can proceed, in fairly short order.

Pre-approved on-call professional service agreements reduce the amount of time necessary to procure service contractors and thus facilitate the timely completion of certain categories of CIP and other projects. The specific services covered under this request include, but are not limited to, performing preliminary property investigations, obtaining and reviewing preliminary title reports, obtaining and reviewing real property appraisals, and right-of-way consulting services.

There were two previous Real Property Services and Right of Way Acquisition on-call professional service agreements, and these two agreements expired on March 1, 2025, after their three-year contractual term. The total value of these agreements was \$500,000 each; of this amount, approximately \$255,230 of work was ordered as tasks across their three-year contractual terms.

DISCUSSION

On April 3, 2025, the Purchasing Division issued a Request for Proposal (RFP) 25-117 for On-Call Real Property Services and Right of Way Acquisition. Outreach efforts included direct notifications to three potential vendors, publication on www.PublicPurchase.com, and posting on the City's Purchasing website. The deadline for proposal submissions was May 13, 2025, and the City received a total of three proposals from the following vendors:

Clark Land Resources, Inc.	Bender Rosenthal, Inc.	Beacon Integrated Professional Resources, Inc. dba Hamner, Jewell & Associates
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A rating and selection process of the proposals was then performed by a panel that consisted of the Engineering Division Manager, a Senior Construction Project Manager, and a Construction Project Manager. Scoring criteria consisted of company profile, qualifications of proposed staff, relevant professional experience and performance, and overall responsiveness that best met the RFP criteria while being consistent with the City’s municipal code. After a thorough review, the panel selected three firms to recommend for Agreement awards, with a determination that these vendors are the highest-ranked and qualified proposers based on the scoring criteria listed in the RFP and are consistent with the City’s Purchasing Policy.

Following further review by the Purchasing Division, it was determined that these vendors meet all required City contractual requirements, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Therefore, based upon the analysis and research performed to date, staff believes that the three recommended vendors are capable of successfully performing On-Call Professional Services to the City of Oxnard.

Services under these agreements will be acquired on an as-needed basis with individual task orders issued for each identified work requirement (task). These will be issued and managed by the Project Manager (PM) assigned to the project. Once a new requirement is identified, all contractors will be provided the Task Order requirement on which to provide a proposal, if they so choose. The contractors will then submit their respective proposals, which will include a description of the scope of work to be performed, the method by which the consultant plans on completing the work, and a cost and schedule for completion. It is the consultant's responsibility to determine the best and most cost-effective method to complete the work. Once the City has received all proposals, it will review each and make a selection of the firm based on factors that include price, experience, methods, and schedule.

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 each agreement shall not exceed \$500,000 during the five-year term if all extension options are exercised. Funding for individual tasks will be sourced from projects identified in the City Council-approved CIP or, on rare occasions, for City Divisions with non-CIP project requirements (e.g. Facilities Maintenance division). The respective Project Manager will ensure sufficient funding is available in the approved budget for related tasks prior to initiating work orders or services performed. Subsequent fiscal year allocations will be requested during the annual budget process.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on September 9, 2025 to approve the staff recommendation and to forward the item for Council approval.

Please click [here](#) to view the Measure M pre-recorded presentation video.

Please click [here](#) to view the September 9, 2025 Public Works and Transportation Committee Meeting recording.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32600016
2. Agreement 32600017

3. Agreement 32600018
4. Prior Agreement Rate and Exhibits

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND BEACON INTEGRATED PROFESSIONAL RESOURCES,
INC. DBA HAMNER, JEWELL & ASSOCIATES**

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Beacon Integrated Professional Resources, Inc. DBA Hamner, Jewell & Associates ("Consultant"), and Consultant 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 Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. [INTENTIONALLY OMMITED].

2. SUMMARY DESCRIPTION OF SERVICES.

Professional Service Consultant (Consultant) shall provide governmental real estate services, including but not limited to, property investigations and obtaining preliminary title reports; initial contacts with property owners; preparation and processing of easement, right-of-way, and sale agreements; obtaining real property appraisals; relocation services; property disposition; and such other services as may be required by the City of Oxnard (City). The Consultant shall provide services for various projects which include, but not be limited to, public buildings, housing, public work infrastructure and such other facilities as may be required.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Beacon Integrated Professional Resources, Inc. DBA Hamner, Jewell & Associates, a corporation of the State of California, located at 3183 Duncan Road, Suite E, San Luis Obispo, CA 93401.

4. TERM OF AGREEMENT: From: October 9, 2025 To: October 8, 2026

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$500,000.00 ¹

6. 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 and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy

7. 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

¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative Name: KJ May Title: Construction Project Manager Senior Phone: 805-393-3871 Email: kuo.may@oxnard.org Address: 305 West Third Street, East Wing, Second Floor, Oxnard, CA 93030	Consultant Designated Representative Name: J.T. Katavich, RWA Title: Senior Associate Phone: 805-773-1459 Email: jtkatavich@hamner-jewell.com Address: 3183 Duncan Road, Suite E, San Luis Obispo, CA 93401
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8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, 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.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant 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.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.

- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
- B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and 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 Consultant 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.

- A. Payment Request. Consultant 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.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontracted Consultants.

- C. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant 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.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this 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 4(B), then this Agreement shall not be extended.**

13. 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. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. 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 22 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 Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by

law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED].

16. INDEPENDENT CONTRACTOR. Consultant 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 Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, 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. Consultant and its employees are not employees of City. Consultant 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. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, 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.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant 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 Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. 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 Consultant 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.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.

- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. 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.
- D. 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. Consultant 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 Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant 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 Consultant by the City or other information to which the Consultant 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.
- F. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. 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 22.

22. NOTICE. 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 7. 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.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of,

pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

- B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.
- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant 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 Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant 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 Consultant is a material element of this Agreement. Consultant'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, Consultant 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, Consultant 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 Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. 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. For further information regarding Prevailing Wage Requirements please refer to “Exhibit E” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. 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.
- C. 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 Consultant.

27. [RESERVED].

28. 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 or Task Order 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.

29. CONFLICT OF INTEREST. Consultant 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 Consultant’s Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by

completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant 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 Consultant may result in termination of this Agreement by the City.

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 Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant 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. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant 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. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33. CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any

Services, except at Consultant's risk, until written instructions are received from the Project Manager.

- 34. REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in "Exhibit A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.
- 35. AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant 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. Consultant 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant 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.
- 36. ADVERTISING AND PUBLICITY.** Consultant 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.
- 37. NONDISCRIMINATORY EMPLOYMENT.** Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

- 38. COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
- 39. WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant 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 Consultant'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.
- 40. FORCE MAJEURE.** Neither the Consultant 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.
- 41. 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.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and

represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. 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.

47. 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 and 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.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant 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 4 and upon signature of all Parties.

CITY OF OXNARD

**BEACON INTEGRATED
PROFESSIONAL RESOURCES, INC.
DBA HAMNER, JEWELL &
ASSOCIATES**

☐ Luis A. Mc Arthur, Mayor² _____ Date
☐ Jennifer Yates, Purchasing Manager³

Lillian D. Jewell, President _____ Date

J.T. Katavich, Secretary⁴ _____ Date

ATTEST:

Lourdes A. López, City Clerk _____ Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ 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

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Beacon Integrated Professional Resources, Inc. DBA Hamner, Jewell & Associates)

SCOPE OF SERVICES

PROJECT MANAGER: KJ May
TITLE: Construction Project Manager Senior
PHONE: (805) 393-3871
EMAIL: kuo.may@oxnard.org

Professional Service Consultant (Consultant) shall provide governmental real estate services, including but not limited to, property investigations and obtaining preliminary title reports; initial contacts with property owners; preparation and processing of easement, right-of-way, and sale agreements; obtaining real property appraisals; relocation services; property disposition; and such other services as may be required by the City of Oxnard (City). The Consultant shall provide services for various projects which include, but not be limited to, public buildings, housing, public work infrastructure and such other facilities as may be required.

Services shall be provided by the Consultant on projects as authorized and directed by the City under a duly executed and approved Task Order. The task order proposal shall identify a concise schedule for completion of the Work. It is the Consultant's responsibility to determine the best and most cost-effective method to complete the task so that the assigned task order can be completed to the satisfaction of the City. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to the City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated.

Project under this Agreement may involve one or more of the following Municipal Infrastructure Improvements:

- Domestic water distribution system;
- Sanitary sewer collection system;
- Storm drainage collection system;
- Arterial, collector and local streets;
- Transportation system;
- Building and other types of facilities;
- Public park improvements;
- Beach maintenance;

- Seawall and dredge maintenance;
- Railway platform maintenance.

The Scope of Work shall include, but not be limited to the following:

Subcategory 1.1 - Real Property Services

- Perform preliminary property investigations, including obtaining County Assessor information and review of previous correspondence and contacts with the Owner. Review project plans and visit sites with City Staff.
- Obtain and review preliminary title reports.
- Lead good faith negotiations to reach timely, amicable agreements. Be proactive in initial and follow-up contacts with property owners. Respond to the owner's requests for information and others follow through. Receive, review, and transmit information from property owners to the City.
- Obtain and review real property appraisals. Report format will comply with the standards of the Appraisal Institute.
- Perform other real estate consulting services and related matters as requested by the City.

Subcategory 1.2 - Right of Way Acquisition

- Prepare correspondence, diaries, forms, easement, right-of-entry, and/or right-of-way agreements, purchase offers, and deeds.
- Process documents for recordation of easements, agreements, and deeds. Close out files to support State, County, and/or Federal right-of-way certification. Assist with Caltrans certification as necessary.
- Contact and negotiate with lessees and handle any necessary subordination.
- Attend periodic coordination and other project meetings as necessary.
- Assure compliance with agreements during construction.
- Perform other right-of-way consulting services and related matters as requested by the City.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy
of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Agreement Expiration Date:	
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	Example 1011234-53200-CXXXX
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EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Beacon Integrated Professional Resources, Inc. DBA Hamner, Jewell & Associates)

SCHEDULE OF COMPENSATION

Senior Associate – Lillian Jewell	\$288 an hour
Senior Associates II	\$145-210 an hour
Senior Associate I	\$140-190 an hour
Associates II (Acquisition/Relocation)	\$120-155 an hour
Associates I (Acquisition/Relocation)	\$95-140 an hour
Contract Administrators	\$120-180 an hour
Project Coordinators	\$95-135 an hour
Transaction/Escrow Coordinators	\$85-130 an hour
Transaction Assistants	\$85 an hour
Assistants/Clerical Support	\$75 an hour
Appraisers	Lump Sum Fee per Appraisal Assignment

These rates are inclusive of general office expenses, overhead, and profit. Reimbursable costs that may be passed through to the client as additional expenses include travel expenses (based upon the standard IRS mileage reimbursement rate for automobile travel, or actual expenses for rail or air travel), special handling fees such as certified, express mail, and courier delivery charges, postage, photography, copy and printing, certain project/client-specific telephone expenses, and other charges made by third parties in connection with performing the scope of services. Such third-party expenses may include, but are not limited to, such costs as moving bid fees, title and escrow company charges, notary fees, and appraisal fees. Fees charged by insurance companies for issuing insurance certificates for client per contract requirements will also be billed through to client for reimbursement. Per diem charges may apply in cases where the project area is more than two hours auto commuting time away from a Hamner, Jewell & Associates (HJA) office location.

All reimbursable and third-party expenses, mileage and travel costs will be passed through without mark-up. Statements for work shall be rendered monthly.

If HJA is called upon or compelled to provide support for litigation or other proceedings, or respond to subpoenas in any way whatsoever related to the work HJA has completed on client's behalf, client shall pay HJA for required time in accordance with the hourly rates and fees specified in this Fee Schedule, except, however, any time for court testimony and depositions shall be paid at a rate of \$500/hour for HJA Senior Associates, \$325/hour for HJA Associates, and \$200/hour for HJA support staff.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Beacon Integrated Professional Resources, Inc. DBA Hamner, Jewell & Associates)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant 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.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant 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 performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants 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. Consultant 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-A. 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 commencement of services. 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. Consultant 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, 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. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants 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 commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

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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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				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		

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EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Beacon Integrated Professional Resources, Inc. DBA Hamner, Jewell & Associates)

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 Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant 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, Consultant shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant 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 Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025**

Consultant shall compensate any employee of Consultant 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, Consultant shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, 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, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. Consultant 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 Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Beacon Integrated Professional Resources, Inc. DBA Hamner, Jewell & Associates)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant 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. Consultant shall perform the Project as a public work. Consultant 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. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant 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. Consultant 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 Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant 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. Consultant 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, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a

verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant 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, Consultant must immediately notify City.

8. Consultant 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. Consultant 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. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant 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 Consultant'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. Consultant 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. Consultant 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. Consultant 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, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant 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 Consultant, 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 Consultant under this Section shall survive Agreement termination.

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND BENDER ROSENTHAL, INC.**

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Bender Rosenthal, Inc. ("Consultant"), and Consultant 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 Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. [INTENTIONALLY OMMITED].

2. SUMMARY DESCRIPTION OF SERVICES.

Professional Service Consultant (Consultant) shall provide governmental real estate services, including but not limited to, property investigations and obtaining preliminary title reports; initial contacts with property owners; preparation and processing of easement, right-of-way, and sale agreements; obtaining real property appraisals; relocation services; property disposition; and such other services as may be required by the City of Oxnard (City). The Consultant shall provide services for various projects which include, but not be limited to, public buildings, housing, public work infrastructure and such other facilities as may be required.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Bender Rosenthal, Inc. a corporation of the State of California, located at 2825 Watt Avenue, Suite 200, Sacramento, CA 95821.

4. TERM OF AGREEMENT: From: October 9, 2025 To: October 8, 2026

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$500,000.00 ¹

6. 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 and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy

7. 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, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

City Designated Representative Name: KJ May Title: Construction Project Manager Senior Phone: 805-393-3871 Email: kuo.may@oxnard.org Address: 305 West Third Street, East Wing, Second Floor, Oxnard, CA 93030	Consultant Designated Representative Name: Renee Baur, PMP, CA RE Broker Title: Principal in Charge & Primary Contact Phone: (916) 978-4900 Ext. 2005 Email: r.baur@benderrosenthal.com Address: 2825 Watt Avenue, Suite 200, Sacramento, CA 95821
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8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, 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.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant 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.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
- B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and 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 Consultant 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.

- A. Payment Request. Consultant 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.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant 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 Consultant or

materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

- D. **Non-Appropriation of Funds.** Payments to be made to Consultant 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.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this 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 4(B), then this Agreement shall not be extended.**

13. 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. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. 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 22 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 Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED].

16. INDEPENDENT CONTRACTOR. Consultant 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 Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, 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. Consultant and its employees are not employees of City. Consultant 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. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, 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.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant 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 Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work

by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. 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 Consultant 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.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the

status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. 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.
- D. 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. Consultant 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 Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant 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 Consultant by the City or other information to which the Consultant 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.
- F. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. 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 22.

22. NOTICE. 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 7. 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.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth

in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

- B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.
- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24.INSURANCE. Consultant 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 Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant 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 Consultant is a material element of this Agreement. Consultant’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, Consultant 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, Consultant 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 Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26.PREVAILING WAGE REQUIREMENTS. 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. For further information regarding Prevailing Wage Requirements please refer to “Exhibit E” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. 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.
- C. 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 Consultant.

27. [RESERVED].

28. 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 or Task Order 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.

29. CONFLICT OF INTEREST. Consultant 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 Consultant’s Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant 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 Consultant may result in termination of this Agreement by the City.

- 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 Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant 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. ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant 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. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.
- 33. CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.
- 34. REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth

in "Exhibit A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant 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. Consultant 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant 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.

36. ADVERTISING AND PUBLICITY. Consultant 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.

37. NONDISCRIMINATORY EMPLOYMENT. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant 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 Consultant'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.

- 40. FORCE MAJEURE.** Neither the Consultant 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.
- 41. 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.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.
- 46. 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.

47. 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 and 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.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant 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 4 and upon signature of all Parties.

CITY OF OXNARD

BENDER ROSENTHAL, INC.

☐ Luis A. Mc Arthur, Mayor¹ _____ Date
☐ Jennifer Yates, Purchasing Manager²

Renee Baur, CEO _____ Date

Sheila Bozin, _____ Date
Controller/Board Secretary ³

ATTEST:

Lourdes A. López, City Clerk _____ Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$220,000.

² The Purchasing Agent may execute any authorized agreement up to \$220,000.

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

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Bender Rosenthal, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER: KJ May
TITLE: Construction Project Manager Senior
PHONE: (805) 393-3871
EMAIL: kuo.may@oxnard.org

Professional Service Consultant (Consultant) shall provide governmental real estate services, including but not limited to, property investigations and obtaining preliminary title reports; initial contacts with property owners; preparation and processing of easement, right-of-way, and sale agreements; obtaining real property appraisals; relocation services; property disposition; and such other services as may be required by the City of Oxnard (City). The Consultant shall provide services for various projects which include, but not be limited to, public buildings, housing, public work infrastructure and such other facilities as may be required.

Services shall be provided by the Consultant on projects as authorized and directed by the City under a duly executed and approved Task Order. The task order proposal shall identify a concise schedule for completion of the Work. It is the Consultant's responsibility to determine the best and most cost-effective method to complete the task so that the assigned task order can be completed to the satisfaction of the City. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to the City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated.

Project under this Agreement may involve one or more of the following Municipal Infrastructure Improvements:

- Domestic water distribution system;
- Sanitary sewer collection system;
- Storm drainage collection system;
- Arterial, collector and local streets;
- Transportation system;
- Building and other types of facilities;
- Public park improvements;
- Beach maintenance;
- Seawall and dredge maintenance;

- Railway platform maintenance.

The Scope of Work shall include, but not be limited to the following:

Subcategory 1.1 - Real Property Services

- Perform preliminary property investigations, including obtaining County Assessor information and review of previous correspondence and contacts with the Owner. Review project plans and visit sites with City Staff.
- Obtain and review preliminary title reports.
- Lead good faith negotiations to reach timely, amicable agreements. Be proactive in initial and follow-up contacts with property owners. Respond to the owner's requests for information and others follow through. Receive, review, and transmit information from property owners to the City.
- Obtain and review real property appraisals. Report format will comply with the standards of the Appraisal Institute.
- Perform other real estate consulting services and related matters as requested by the City.

Subcategory 1.2 - Right of Way Acquisition

- Prepare correspondence, diaries, forms, easement, right-of-entry, and/or right-of-way agreements, purchase offers, and deeds.
- Process documents for recordation of easements, agreements, and deeds. Close out files to support State, County, and/or Federal right-of-way certification. Assist with Caltrans certification as necessary.
- Contact and negotiate with lessees and handle any necessary subordination.
- Attend periodic coordination and other project meetings as necessary.
- Assure compliance with agreements during construction.
- Perform other right-of-way consulting services and related matters as requested by the City.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy
of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Agreement Expiration Date:	
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	Example 1011234-53200-CXXXX
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EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Bender Rosenthal, Inc.)

SCHEDULE OF COMPENSATION

Principal Project Manager	\$258/hr.
Senior Project Manager	\$232/hr.
Project Manager	\$196/hr.
Assistant Project Manager	\$155/hr.
Sr. Designated Member (MAI/SRA/AI-GRS/ARA)	\$227/hr.*
Designated Member (MAI/SRA/AI-GRS/ARA)	\$201/hr.*
Senior Appraiser	\$181/hr.
Appraiser	\$155/hr.
Senior Right of Way Specialist	\$181/hr.
Senior Acquisition Agent	\$155/hr.
Acquisition Agent	\$124/hr.
Senior Project Coordinator	\$140/hr.
Project Coordinator	\$103/hr.
Senior Land Agent	\$129/hr.
Land Agent	\$103/hr.
Researcher	\$ 93/hr.
Administrative Support II	\$ 88/hr.
Administrative Support I	\$ 73/hr.

***NOTE:** For court or briefing preparation, depositions, any pre-trial conferences, court appearances, and related activities, the hourly rate is \$450.

Valuation Services, including appraisals, appraisal reviews, and waiver valuations will be billed as lump sum services with the fee determined upon receipt of the scope of work.

Subconsultant Invoices will be marked up by 5% for processing services.

Mileage/Postage at cost.

APPRAISAL UNIT FEES - INCLUDES ALL ODC		
Property Type	Low Cost	High Cost
Single Family Property	\$3,500	\$4,800
Multi Family Property	\$4,500	\$5,500
Commercial Property	\$4,500	\$5,500
Industrial Property	\$4,500	\$5,500
Agricultural Land	\$4,000	\$5,500
Vacant Property	\$3,200	\$5,000
Special Use Property	\$4,500	\$6,500
Railroad Property	\$6,000	\$7,500
Restricted Appraisal	\$2,800	\$4,000
Waiver Valuation	\$2,000	\$2,400
Independent Appraisal Review (Subconsultant)	\$1,500	\$2,500

NOTE: The above ranges represent an average. Should an appraisal assignment be exceptionally complex, or require extensive damage analysis, BRI would negotiate a separate fee for services.

ACQUISITION UNIT FEES	
Item Description	Cost
Permit to Enter / Right of Entry	\$1,200
Permit to Enter and Construct	\$1,800
Lease / License	\$2,000
Joint Use Agreement	\$2,000
Temporary Construction Easement	\$3,200
Partial Acquisition	\$3,500
Full Acquisition	\$3,500

OTHER ROW SERVICES - BASE UNIT FEES	
Item Description	Cost
Preliminary Title Report	\$900
Right of Way Estimate / Data Sheet	\$5,000
Escrow	\$1,200
Right of Way Certification	\$2,500

MILESTONE BILLING - TCE	
Item Description	Cost
Offer Package Sent	\$1,350
Sixty (60) days or when an agreement is reached, whichever is sooner	\$1,350
Final project closeout; files transmitted	\$500

MILESTONE BILLING - ACQUISITION	
Item Description	Cost
Offer Package Sent	\$1,500
Sixty (60) days or when an agreement is reached, whichever is sooner	\$1,500
Final project closeout; files transmitted	\$500

Project Management, Condemnation Support or Extended Escrow will be billed as Time & Materials. Subconsultant Invoices will be marked up by 5% for processing services. Those added fees are included here.
--

MILESTONE BILLING - ESCROW	
Item Description	Cost
Funds deposited into escrow	\$600
Escrow Closes	\$600

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Bender Rosenthal, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant 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.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant 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 performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants 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. Consultant 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-A. 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 commencement of services. 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. Consultant 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, 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. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants 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 commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.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 [] 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				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 46250-4299 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		

Rev 1/23

INS-A doc

INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Bender Rosenthal, 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 Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

- A. Consultant shall compensate any employee of Consultant 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, Consultant shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Consultant 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 Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025**

Consultant shall compensate any employee of Consultant 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, Consultant shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, 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, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant 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 Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Bender Rosenthal, Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant 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. Consultant shall perform the Project as a public work. Consultant 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. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant 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. Consultant 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 Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant 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. Consultant 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, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant 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, Consultant must immediately notify City.
8. Consultant 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. Consultant 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. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.
10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant 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 Consultant'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. Consultant 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. Consultant 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. Consultant 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, Consultant shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Consultant 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 Consultant, 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 Consultant under this Section shall survive Agreement termination.

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND CLARK LAND RESOURCES, INC.**

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Clark Land Resources, Inc. ("Consultant"), and Consultant 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 Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. [INTENTIONALLY OMMITED].

2. SUMMARY DESCRIPTION OF SERVICES.

Professional Service Consultant (Consultant) shall provide governmental real estate services, including but not limited to, property investigations and obtaining preliminary title reports; initial contacts with property owners; preparation and processing of easement, right-of-way, and sale agreements; obtaining real property appraisals; relocation services; property disposition; and such other services as may be required by the City of Oxnard (City). The Consultant shall provide services for various projects which include, but not be limited to, public buildings, housing, public work infrastructure and such other facilities as may be required.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Clark Land Resources, Inc. a corporation of the State of California, located at 10065 Old Grove Rd, Suite 200, San Diego, CA 92131.

4. TERM OF AGREEMENT: From: October 9, 2025 To: October 8, 2026

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$500,000.00 ¹

6. 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 and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy

7. 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, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

City Designated Representative Name: KJ May Title: Construction Project Manager Senior Phone: 805-393-3871 Email: kuo.may@oxnard.org Address: 305 West Third Street, East Wing, Second Floor, Oxnard, CA 93030	Consultant Designated Representative Name: Shad Thielman Title: Project Manager Phone: (858) 349-6664 Email: shad.thielman@clarklandresources.com Address: 10065 Old Grove Rd, Suite 200, San Diego, CA 92131
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8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, 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.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant 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.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
- B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and 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 Consultant 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.

- A. Payment Request. Consultant 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.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant 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 Consultant or

materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

- D. **Non-Appropriation of Funds.** Payments to be made to Consultant 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.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this 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 4(B), then this Agreement shall not be extended.**

13. 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. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. 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 22 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 Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED].

16. INDEPENDENT CONTRACTOR. Consultant 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 Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, 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. Consultant and its employees are not employees of City. Consultant 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. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, 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.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant 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 Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work

by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. 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 Consultant 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.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the

status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. 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.
- D. 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. Consultant 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 Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant 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 Consultant by the City or other information to which the Consultant 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.
- F. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. 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 22.

22. NOTICE. 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 7. 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.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth

in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

- B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.
- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24.INSURANCE. Consultant 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 Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant 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 Consultant is a material element of this Agreement. Consultant’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, Consultant 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, Consultant 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 Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26.PREVAILING WAGE REQUIREMENTS. 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. For further information regarding Prevailing Wage Requirements please refer to “Exhibit E” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. 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.
- C. 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 Consultant.

27. [RESERVED].

28. 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 or Task Order 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.

29. CONFLICT OF INTEREST. Consultant 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 Consultant’s Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant 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 Consultant may result in termination of this Agreement by the City.

- 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 Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant 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. ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant 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. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.
- 33. CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.
- 34. REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth

in "Exhibit A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant 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. Consultant 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant 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.

36. ADVERTISING AND PUBLICITY. Consultant 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.

37. NONDISCRIMINATORY EMPLOYMENT. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant 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 Consultant'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.

40. FORCE MAJEURE. Neither the Consultant 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. AUTHORITY TO EXECUTE. Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. 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.

47. 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 and 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.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant 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 4 and upon signature of all Parties.

CITY OF OXNARD

CLARK LAND RESOURCES, INC.

☐ Luis A. Mc Arthur, Mayor¹ _____ Date
☐ Jennifer Yates, Purchasing Manager²

Linda L. Clark, _____ Date
CEO and Board President

Sue Cope, _____ Date
Corporate Secretary,³

ATTEST:

Lourdes A. López, City Clerk _____ Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$220,000.

² The Purchasing Agent may execute any authorized agreement up to \$220,000.

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

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Clark Land Resources, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER: KJ May
TITLE: Construction Project Manager Senior
PHONE: (805) 393-3871
EMAIL: kuo.may@oxnard.org

Professional Service Consultant (Consultant) shall provide governmental real estate services, including but not limited to, property investigations and obtaining preliminary title reports; initial contacts with property owners; preparation and processing of easement, right-of-way, and sale agreements; obtaining real property appraisals; relocation services; property disposition; and such other services as may be required by the City of Oxnard (City). The Consultant shall provide services for various projects which include, but not be limited to, public buildings, housing, public work infrastructure and such other facilities as may be required.

Services shall be provided by the Consultant on projects as authorized and directed by the City under a duly executed and approved Task Order. The task order proposal shall identify a concise schedule for completion of the Work. It is the Consultant's responsibility to determine the best and most cost-effective method to complete the task so that the assigned task order can be completed to the satisfaction of the City. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to the City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated.

Project under this Agreement may involve one or more of the following Municipal Infrastructure Improvements:

- Domestic water distribution system;
- Sanitary sewer collection system;
- Storm drainage collection system;
- Arterial, collector and local streets;
- Transportation system;
- Building and other types of facilities;
- Public park improvements;
- Beach maintenance;
- Seawall and dredge maintenance;

- Railway platform maintenance.

The Scope of Work shall include, but not be limited to the following:

Subcategory 1.1 - Real Property Services

- Perform preliminary property investigations, including obtaining County Assessor information and review of previous correspondence and contacts with the Owner. Review project plans and visit sites with City Staff.
- Obtain and review preliminary title reports.
- Lead good faith negotiations to reach timely, amicable agreements. Be proactive in initial and follow-up contacts with property owners. Respond to the owner's requests for information and others follow through. Receive, review, and transmit information from property owners to the City.
- Obtain and review real property appraisals. Report format will comply with the standards of the Appraisal Institute.
- Perform other real estate consulting services and related matters as requested by the City.

Subcategory 1.2 - Right of Way Acquisition

- Prepare correspondence, diaries, forms, easement, right-of-entry, and/or right-of-way agreements, purchase offers, and deeds.
- Process documents for recordation of easements, agreements, and deeds. Close out files to support State, County, and/or Federal right-of-way certification. Assist with Caltrans certification as necessary.
- Contact and negotiate with lessees and handle any necessary subordination.
- Attend periodic coordination and other project meetings as necessary.
- Assure compliance with agreements during construction.
- Perform other right-of-way consulting services and related matters as requested by the City.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy
of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Agreement Expiration Date:	
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	Example 1011234-53200-CXXXX
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EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Clark Land Resources, Inc.)

SCHEDULE OF COMPENSATION

Clark Land Resources, Inc.	
Position/Title	Suggested Rate
Principal in Charge	\$245
Broker, Technical Advisor/QA/QC	\$230
Program Manager	\$220
Sr. Project Manager	\$211
Project Manager	\$191
Assistant Project Manager/Senior Right of Way or Sr. Relocation Agent	\$185
Task Lead/Supervisors	\$160
Right of Way or Relocation Agent or GIS Specialist	\$140
Jr. Right of Way Agent/Relocation Specialist	\$113
Right of Way Assistant/Technician	\$100
Contract Administrator	\$150
Title Researcher	\$118
Clerical	\$98
Direct Costs	
Mileage	@ IRS allowable rate and time of mileage accrued
Outside Data Services	\$100 per month during length of executed task order.
Copies	8.5x11 @ .15 cents per copy. Larger sizes at cost.
Appraisals	\$2,500 (typical appraisal reviews) \$4,500 (typical non-complex) \$8,000 (typical moderately complex) \$15,000 (typical complex)

All above rates do not include title reports, litigation guarantees, or expert witness for Eminent Domain court cases. These rates can be provided when those services are needed.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Clark Land Resources, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant 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.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant 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 performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants 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. Consultant 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-A. 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 commencement of services. 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. Consultant 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, 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. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants 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 commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.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 [] 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				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 46250-4299 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			

Rev 1/23

INS-A doc

INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Clark Land Resources, 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 Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant 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, Consultant shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant 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 Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025**

Consultant shall compensate any employee of Consultant 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, Consultant shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, 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, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. Consultant 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 Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Clark Land Resources, Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant 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. Consultant shall perform the Project as a public work. Consultant 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. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant 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. Consultant 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 Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant 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. Consultant 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, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant 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, Consultant must immediately notify City.
8. Consultant 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. Consultant 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. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.
10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant 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 Consultant'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. Consultant 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. Consultant 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. Consultant 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, Consultant shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Consultant 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 Consultant, 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 Consultant under this Section shall survive Agreement termination.

RATES AND COSTS EXHIBIT

Hamner, Jewell & Associates is committed to providing the most cost effective, quality real estate services available. At all times, by pre-directive, our clients may structure and direct our efforts and general time expenditures so as to maintain control of the course of our scope of work and the cost of our services. We will bill only for time and costs actually expended in accomplishing the project goals in the most efficient and professional manner.

Our Fiscal Year 2021-2022 Rate Schedule, effective July 1, 2021, fixed for each position title through the fiscal year, is as follows:

Managing Senior Associate	\$288 an hour
Senior Associates II/Project Managers	\$175 an hour
Senior Associates I	\$155 an hour
Associates II (Acquisition/Relocation)	\$135 an hour
Associates I (Acquisition/Relocation)	\$120 an hour
Contract Administrators	\$175 an hour
Project Coordinators	\$135 an hour
Transaction/Escrow Coordinators	\$110 an hour
Transaction Assistants	\$ 75 an hour
Assistants/Clerical Support	\$ 52 an hour
Appraisers	Lump Sum Fee per Appraisal Assignment

These rates are inclusive of general office expenses, overhead, and profit. Reimbursable costs that may be passed through to the client as additional expenses include special handling fees such as certified, express mail, and courier delivery charges, postage, photography, copy and printing, certain project/client-specific telephone expenses, and other charges made by third parties in connection with performing the scope of services. Such third party expenses may include, but are not limited to, such costs as moving bid fees, title and escrow company charges, notary fees, and appraisal fees. Fees charged by insurance companies for issuing insurance certificates for client per contract requirements will also be billed through to client for reimbursement. No Per Diem charges will apply in cases where the project area is within two hours auto commuting time away from a Hamner, Jewell & Associates ("HJA") office location.

All reimbursable and third party expenses will be billed to the client at cost plus 10%, with appropriate invoices or other appropriate documentation provided for reference, unless mark-up is contractually restricted. Mileage and travel costs will be passed through without mark-up.

Statements for work shall be rendered monthly. Payments are due within 30 days.

If HJA is called upon or compelled to provide support for litigation or other proceedings, or respond to subpoenas in any way whatsoever related to the work HJA has completed on client's behalf, client shall pay HJA for required time in accordance with the hourly rates and fees specified in this Fee Schedule, except, however, any time for court testimony and depositions shall be paid at a rate of \$400/hour for HJA Senior Associates, \$250/hour for HJA Associates, and \$150/hour for HJA support staff. HJA shall additionally be reimbursed for all out-of-pocket and overhead expenses in connection with such proceedings. This provision shall survive the term of the contract and shall be binding without restriction or otherwise stated contract budget limitations.

Rates may be adjusted. Publication and distribution of this rate schedule shall be deemed such annual notice with regard to annual rate adjustment contractual provisions.



EXHIBIT A -1
BILLING RATES EFFECTIVE JANUARY 1, 2023

Engineering

Designer	\$95
Senior Designer.....	\$135
Assistant Engineer I	\$120
Assistant Engineer II	\$135
Associate Engineer	\$160
Senior Engineer I.....	\$175
Senior Engineer II.....	\$190
Principal Engineer I	\$210
Principal Engineer II	\$230

General

Technical/Clerical Support	\$80
Testimony (Trial or Deposition) .. 2.5 x Hourly Rate	
Special Consultant	\$250
<i>(Principal with specialized skills in engineering, geomatics or planning)</i>	
Outside Consultant.....	Cost + 10%
Reimbursable Expenses	Cost + 10%

Geomatics (Surveying & Mapping)

Surveying Technician	\$95
Assistant Surveyor I.....	\$120
Assistant Surveyor II.....	\$135
Associate Surveyor.....	\$160
Senior Surveyor I.....	\$175
Senior Surveyor II.....	\$190
Principal Surveyor I	\$210
Principal Surveyor II	\$230
One-Man Survey Crew	\$175
Two-Man Survey Crew	\$255
Three-Man Survey Crew	\$360
One-Man Survey Crew (Prevailing Wage)	\$185
Two-Man Survey Crew (Prevailing Wage)	\$280
Three-Man Survey Crew (Prevailing Wage) ..	\$420

- * The above billing rates are for straight time (non-overtime) work. Overtime and Saturdays will be charged at 150% of the standard hourly rates. Sundays and holidays will be charged at 200% of the standard hourly rates.
- * 'Prevailing Wage' rates are used for field work on projects subject to federal or state prevailing wage law and are subject to increases in accordance with the CA Dept of Industrial Relations.
- * The above billing rates are subject to change annually for multiple-year contracts in conjunction with labor cost increases.

An Employee Owned Company



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.9

DATE: October 7, 2025

TO: City Council

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

SUBJECT: Multiple Agreements for On-Call Landscape Architect Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of three years from October 8, 2025, to October 7, 2028, with an option for two consecutive one-year period extensions ending October 7, 2030, for on-call Professional Landscape Architect Services:

1. Agreement 32600006 with David Volz Design Landscape Architects, Inc. DBA David Volz Design for a total amount not to exceed \$750,000;
2. Agreement 32600007 with IDS Group, Inc. for a total amount not to exceed \$750,000;
3. Agreement 32600008 with Pacific Coast Land Design, Inc. for a total amount not to exceed \$750,000; and
4. Agreement 32600009 with RJM Design Group, Inc. for a total amount not to exceed \$750,000.

(Public Works and Transportation Committee approved 3-0 on September 9, 2025)

BACKGROUND

The Public Works Department (PW) utilizes professional consulting firms to provide licensed and/or technical expertise in various disciplines that support the development and implementation of the Capital Improvement Program (CIP) as well as other non-CIP projects. Utilization of these specialized contractors is necessary to provide services that supplement the skills, experience, and sometimes peak workload times of City staff. It is in the City's interest to have a pool of these professional service contractors available on-call for a range of technical disciplines so that services can be procured, and needed work can proceed, in fairly short order.

Pre-approved on-call professional service agreements reduce the amount of time necessary to procure service contractors and thus facilitate the timely completion of certain categories of CIP and other projects. The specific services covered under this request include but are not limited to, general architectural design services, landscape & parks design; producing reports, studies, master plans, conceptual designs, permitting requirements, budget estimates, preliminary studies, public outreach, renderings, drawings, specifications, estimates, scopes of work, and other professional architectural services including utility coordination and design services.

This is the first instance Oxnard has issued landscape architect-specific professional on-call agreements. As such, the historical usage costs for these services is difficult to separate out from previous general architectural contract expenditures. Over the next several years, it is anticipated that an increasing amount of landscape architecture services will be needed to support CIP projects (e.g. Citywide Playground Replacement). The projected agreement amount per vendor, \$750k, should conservatively be sufficient to cover the anticipated needs in the current and near-future CIP; the actual amounts used may be less, and the next year or two will provide usage data so future agreement values may be adjusted.

DISCUSSION

On March 24, 2025, the Purchasing Division issued a Request for Proposal (RFP) 25-106 for On-Call Landscape Architect Services. Outreach efforts included direct notifications to three potential vendors, publication on www.PublicPurchase.com, and posting on the City's Purchasing website. The deadline for proposal submissions was April 15, 2025, and the City received a total of 14 proposals, which included the four awarded vendors:

A rating and selection process of the proposals was then performed by a panel that consisted of the Engineering Division Manager, a Senior Construction Project Manager, and a Construction Project Manager. Scoring criteria consisted of company profile, qualifications of proposed staff, relevant professional experience and performance, and overall responsiveness that best met the RFP criteria while being consistent with the City's municipal code. After a thorough review, the panel selected four firms to recommend for Agreement awards, with a determination that these vendors are the highest-ranked proposers based on the scoring criteria listed in the RFP and are consistent with the City's Purchasing Policy. The four recommended firms are:

David Volz Design Landscape Architect, Inc. DBA David Volz Design
IDS Group
Pacific Coast Land Design, Inc.
RJM Design Group, Inc.

Following further review by the Purchasing Division, it was determined that these vendors meet all required City contractual requirements, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Therefore, based upon the analysis and research performed to date, staff believes that the four recommended vendors are capable of successfully performing On-Call Professional Services to the City of Oxnard.

Services under these agreements will be acquired on an as-needed basis with individual task orders issued for each identified work requirement (task). These will be issued and managed by the Project Manager (PM) assigned to the project. Once a new requirement is identified, all contractors will be provided the Task Order requirement on which to provide a proposal, if they so choose. The contractors will then submit their respective proposals, which will include a description of the scope of work to be performed, the method by which the consultant plans on completing the work, and a cost and schedule for completion. It is the consultant's responsibility to determine the best and most cost-effective method to complete the work. Once the City has received all proposals, they will review each and make a selection of the firm based on factors that include price, experience, methods, and schedule.

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 each agreement shall not exceed \$750,000 in total for up to five years if all extension options are exercised. Funding for individual tasks will be sourced from projects identified in the City Council-approved CIP or, on rare occasions, for City Divisions with non-CIP project requirements (e.g., Parks division). The respective Project Manager will ensure sufficient funding is available in the approved budget for related tasks prior to initiating work orders or services performed. Subsequent fiscal year allocations will be requested during the annual budget process.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on September 9, 2025 to approve the staff recommendation and to forward the item for Council approval.

Please click [here](#) to view the Measure M pre-recorded presentation video.

Please click [here](#) to view the September 9, 2025 Public Works and Transportation Committee Meeting recording.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32600006
2. Agreement 32600007
3. Agreement 32600008
4. Agreement 32600009
5. Prior Agreements Rate and Exhibits

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.
DBA DAVID VOLZ DESIGN**

By This On-Call Professional Services Agreement (“Agreement”), the City of Oxnard (“City”) agrees to engage the Services of David Volz Design Landscape Architects, Inc. DBA David Volz Design (“Consultant”), and Consultant 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 Consultant may be individually referred to as “Party” or collectively as the “Parties.”

1. [INTENTIONALLY OMITTED].

2. SUMMARY DESCRIPTION OF SERVICES.

Landscape Architectural Consultant shall provide landscape architectural design services, including but not limited to, the design of parkway and median landscapes, design of landscapes around public buildings, design of public parks, design for playgrounds including surfaces and playground equipment layout, conduct public engagement to communicate the project proposals to neighborhood council and residents, review and provide recommendations for landscape standards, feasibility/concept plan studies and recommendations; preliminary design reports; hiring and managing applicable subconsultants and engineering disciplines as required; preparation of construction plans, specifications and estimates (opinions of construction cost); research of utilities and other records; and such other services as may be required by the CITY.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City’s Project Manager.

Consultant is not the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

David Volz Design Landscape Architects, Inc. DBA David Volz Design, a corporation of the State of California, located at 151 Kalmus Drive, M8, Costa Mesa, CA 92626.

4. TERM OF AGREEMENT: From: October 8, 2025 To: October 7, 2028

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (2) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$750,000.00 ¹

6. 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 and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy

7. 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, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

City Designated Representative Name: Petros Gazazyan Title: Construction Project Manager Phone: 805-509-9110 Email: petros.gazazyan@oxnard.org Address: 305 West Third Street, East Wing, Second Floor, Oxnard, CA 93030	Consultant Designated Representative Name: Eric Sterling Title: President, RLA Phone: (714) 641-1300 Email: esterling@dvolzdesign.com Address: 151 Kalmus Drive, M8 Costa Mesa, CA 92626
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8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, 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.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant 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.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as

“Exhibit B.” Consultant’s compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
- B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and 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 Consultant 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.

- A. Payment Request. Consultant 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.
- B. Consultant’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant 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.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this 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 4(B), then this Agreement shall not be extended.**

13. 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. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. 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 22 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 Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED].

16. INDEPENDENT CONTRACTOR. Consultant 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 Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, 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. Consultant and its employees are not employees of City. Consultant 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. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, 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.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant 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 Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by

reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. 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 Consultant 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.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. 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.

- D. 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. Consultant 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 Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant 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 Consultant by the City or other information to which the Consultant 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.
- F. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. 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 22.

22. NOTICE. 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 7. 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.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24.INSURANCE. Consultant 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 Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant 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 Consultant is a material element of this Agreement. Consultant’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, Consultant 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, Consultant 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 Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26.PREVAILING WAGE REQUIREMENTS. 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. For further information regarding Prevailing Wage Requirements please refer to Exhibit “E” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. 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.
- C. 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 Consultant.

27. [RESERVED].

28. 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 or Task Order 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.

29. CONFLICT OF INTEREST. Consultant 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 Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant 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 Consultant may result in termination of this Agreement by the City.

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 Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant 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.ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant 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. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33.CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34.REPORTS. Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35.AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant 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. Consultant 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant 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.

36. ADVERTISING AND PUBLICITY. Consultant 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.

37. NONDISCRIMINATORY EMPLOYMENT. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant 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 Consultant'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.

40. FORCE MAJEURE. Neither the Consultant 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. AUTHORITY TO EXECUTE. Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. 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.

47. 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 and 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.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49.ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant 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 4 and upon signature of all Parties.

CITY OF OXNARD

**DAVID VOLZ DESIGN LANDSCAPE
ARCHITECTS, INC. DBA DAVID
VOLZ DESIGN**

☐ Luis A. Mc Arthur, Mayor ² _____ Date
☐ Jennifer Hiraoka, Purchasing Manager ³

Eric Sterling, President _____ Date

Jamie Graham, Secretary, ⁴ _____ Date

ATTEST:

Lourdes A. López, City Clerk _____ Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ 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

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and David Volz Design Landscape Architects, Inc. DBA David Volz Design)

SCOPE OF SERVICES

PROJECT MANAGER:
Petros Gazazyan
petros.gazazyan@oxnard.org
805-509-9110

General Scope of Work:

The Landscape Architectural Consultant (Consultant) shall provide landscape architectural design services, including but not limited to, the design of parkway and median landscapes, design of landscapes around public buildings, design of public parks, design for playgrounds including surfaces and playground equipment layout, conduct public engagement to communicate the project proposals to neighborhood council and residents, review and provide recommendations for landscape standards, feasibility/concept plan studies and recommendations; preliminary design reports; hiring and managing applicable subconsultants and engineering disciplines as required; preparation of construction plans, specifications and estimates (opinions of construction cost); research of utilities and other records; and such other services as may be required by the CITY. Consultant shall provide services on projects as authorized and directed by CITY under a duly executed and approved Task Order. Consultant shall, in the performance of this Agreement, maintain close communications with the City Project Manager or his/her representative. No services shall be performed on any specific project until the CITY has issued a signed Task Order to Consultant for that particular project.

Work Tasks:

Upon request by CITY, Consultant will perform the following tasks for needed improvements to municipal infrastructure facilities, as applicable for individual projects:

1. The Consultant shall be a State of California Licensed Landscape Architect, experienced in public agency landscape and irrigation improvements and maintenance operations.
2. The Consultant shall provide on-call services to consult with City Staff to address a variety of technical issues including but not limited to field reviews, landscape evaluations, irrigation system evaluation, plant material quality reviews, budgeting,

and conceptual design of potential solutions and costs

3. The Consultant shall provide design services (Schematic Design, Design Development, and Construction Documents) for the preparation of plans, specifications, and estimates for landscape improvements, renovations, and Capital Improvement Projects including, but not limited to, landscaping, irrigation (including conversion of potable to recycled water irrigation), site amenities, public art, and landscape and water quality improvements for such facilities as parks, median islands, parkways, sports fields, open spaces, trails, habitat areas and related facilities.

4. The Consultant shall provide design services during construction, including periodic site visits, review of shop drawings, and preparing responses to contractor's RFIs, provide drafting and computer-aided drafting support, perform record drawing, utility, or other searches, perform field investigations and design surveying, prepare record ("as built") drawing, and attend project meetings as necessary.

5. The Consultant shall assist Staff with the review and improvement of the City Code requirements for landscaping and irrigation-related water conservation and water quality, the Landscape Maintenance Specifications, the Tree Maintenance Specifications, the Rodent Control Specifications, and other similar work efforts.

Projects under this Agreement may involve one or more of the following Municipal Infrastructure Improvements:

- Storm drainage collection systems including WQMP and Drainage Reports;
- Post-construction stormwater mitigation systems;
- Arterial, collector, and local streets;
- Transportation system;
- Buildings and other types of facilities;
- Public Park improvements;
- Beach maintenance;
- Other undertakings to be determined.

Individual Project Task Order:

Upon request by CITY, Consultant shall submit for CITY review an individual project proposal including all information required to complete a Task Order for the individual project.

Task Order proposal shall identify the specific tasks to be performed by the Consultant. Tasks shall be listed in chronological order reflecting the entire scope of work as requested by the CITY, along with an estimated cost per task and a combined total Not-to-Exceed cost.

Proposals shall contain the names and titles of Consultant's personnel assigned to perform the work and specifically identify the individual who will be the Project Manager.

Proposals shall contain a project schedule indicating the various tasks and estimated time required to complete each task. Consultant's project schedule shall reflect all work to be

performed by the Consultant from initial execution through completion.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy
of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Agreement Expiration Date:	
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	Example 1011234-53200-CXXXX
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EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and David Volz Design Landscape Architects, Inc. DBA David Volz Design)

SCHEDULE OF COMPENSATION

HOURLY RATES SCHEDULE

Principals	\$230/hr
Director of Design	\$200/hr
Senior Landscape Architects	\$175/hr
Director of GIS	\$165/hr
Landscape Architect	\$160/hr
Plan Check	\$160/hr
Senior Landscape Designer	\$155/hr
Senior GIS Analyst	\$155/hr
Landscape Designer	\$140/hr
GIS Analyst	\$140/hr
Project Designer/CADD Technicians I, II, III	\$110, 120, 130/hr
GIS Technicians I, II, III	\$110, 120, 130/hr
Administration	\$110/hr

1. Only services specifically noted in the scope of services are included in the fee schedule. Services such as construction survey, utility potholing, etc. are not included.
2. See the subconsultant proposals attached for proposed services and additional excluded services.
3. Addition to the above the services and fees will be required if construction exceeds the twelve consecutive calendar months. Construction period service will require more fees if construction exceed the length of construction previously mentioned.
4. The following project expenses will be billed at cost in addition to the professional fees listed above:
 - Printing, copying, scanning, graphic, photography and reproduction services
 - Delivery, shipping and courier charges
 - Subconsultant fees and expenses
 - Agency fees, permits, plan check and inspection fees
5. The reimbursable allowance will only be billed as-needed.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and David Volz Design Landscape Architects, Inc. DBA David Volz Design)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant 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.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant 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 performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants 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. Consultant 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-A. 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 commencement of services. 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. Consultant 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, 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. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants 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 commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

Exhibit INS-A

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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$		
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$		
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$		
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000		
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				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 46250-4299 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							

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EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and David Volz Design Landscape Architects, Inc. DBA David Volz Design)

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 Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

- A. Consultant shall compensate any employee of Consultant 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, Consultant shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Consultant 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 Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025**

Consultant shall compensate any employee of Consultant 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, Consultant shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, 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, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. Consultant 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 Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and David Volz Design Landscape Architects, Inc. DBA David Volz Design)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant 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. Consultant shall perform the Project as a public work. Consultant 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. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant 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. Consultant 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 Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant 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. Consultant 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, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant 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, Consultant must immediately notify City.

8. Consultant 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. Consultant 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. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant 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 Consultant'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. Consultant 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. Consultant 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. Consultant 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, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant 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 Consultant, 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 Consultant under this Section shall survive Agreement termination.

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND IDS GROUP, INC.**

By This On-Call Professional Services Agreement (“Agreement”), the City of Oxnard (“City”) agrees to engage the Services of IDS Group, Inc. (“Consultant”), and Consultant 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 Consultant may be individually referred to as “Party” or collectively as the “Parties.”

1. [INTENTIONALLY OMITTED].

2. SUMMARY DESCRIPTION OF SERVICES.

Landscape Architectural Consultant shall provide landscape architectural design services, including but not limited to, the design of parkway and median landscapes, design of landscapes around public buildings, design of public parks, design for playgrounds including surfaces and playground equipment layout, conduct public engagement to communicate the project proposals to neighborhood council and residents, review and provide recommendations for landscape standards, feasibility/concept plan studies and recommendations; preliminary design reports; hiring and managing applicable subconsultants and engineering disciplines as required; preparation of construction plans, specifications and estimates (opinions of construction cost); research of utilities and other records; and such other services as may be required by the CITY.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City’s Project Manager.

Consultant is not the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

IDS Group, Inc., a corporation of the State of California, located at 1 Peters Canyon Rd., Suite 130, Irvine, CA 92606.

4. TERM OF AGREEMENT: From: October 8, 2025 To: October 7, 2028

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (2) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$750,000.00 ¹

6. 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 and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy

7. 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, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

City Designated Representative Name: Petros Gazazyan Title: Construction Project Manager Phone: 805-509-9110 Email: petros.gazazyan@oxnard.org Address: 305 West Third Street, East Wing, Second Floor, Oxnard, CA 93030	Consultant Designated Representative Name: Said Hilmy, PhD, PE, SE, LEED AP Title: Principal/Contract Administrator Phone: (949) 387-8500 x116 Email: said.hilmy@idsgi.com Address: 1 Peters Canyon Road, Suite 130, Irvine, CA 92606
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8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, 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.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant 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.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the

“Schedule of Compensation,” attached to and incorporated into this Agreement as “Exhibit B.” Consultant’s compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
- B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and 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 Consultant 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.

- A. Payment Request. Consultant 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.
- B. Consultant’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay

the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

- D. **Non-Appropriation of Funds.** Payments to be made to Consultant 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.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this 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 4(B), then this Agreement shall not be extended.**

13. 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. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. 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 22 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 Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED].

16. INDEPENDENT CONTRACTOR. Consultant 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 Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, 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. Consultant and its employees are not employees of City. Consultant 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. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, 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.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant 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 Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work

by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. 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 Consultant 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.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon

request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. 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.
- D. 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. Consultant 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 Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant 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 Consultant by the City or other information to which the Consultant 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.
- F. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. 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 22.

22. NOTICE. 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 7. 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.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be

construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

- B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.
- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24.INSURANCE. Consultant 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 Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant 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 Consultant is a material element of this Agreement. Consultant’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, Consultant 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, Consultant 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 Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26.PREVAILING WAGE REQUIREMENTS. 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. For further information regarding Prevailing Wage Requirements please refer to Exhibit “E” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. 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.
- C. 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 Consultant.

27. [RESERVED].

28. 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 or Task Order 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.

29. CONFLICT OF INTEREST. Consultant 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 Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant 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 Consultant may result in termination of this Agreement by the City.

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 Consultant. The decision of the City's Designated Representative shall be final and

conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant 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. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant 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. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33. CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. REPORTS. Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the

Agreement. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant 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. Consultant 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant 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.

36. ADVERTISING AND PUBLICITY. Consultant 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.

37. NONDISCRIMINATORY EMPLOYMENT. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant 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 Consultant'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.

- 40. FORCE MAJEURE.** Neither the Consultant 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.
- 41. 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.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.
- 46. 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.
- 47. 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 and 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.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant 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 4 and upon signature of all Parties.

CITY OF OXNARD

IDS GROUP, INC.

☐ Luis A. Mc Arthur, Mayor ² _____ Date
☐ Jennifer Hiraoka, Purchasing Manager ³

 Said Hilmy, President _____ Date

 Rami Elhassan,
 Secretary,⁴ _____ Date

ATTEST:

 Lourdes A. López, City Clerk _____ Date
 (only if Mayor authorizes)

APPROVED AS TO FORM:

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

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ 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

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and IDS Group, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER:

Petros Gazazyan
petros.gazazyan@oxnard.org
805-509-9110

General Scope of Work:

The Landscape Architectural Consultant (Consultant) shall provide landscape architectural design services, including but not limited to, the design of parkway and median landscapes, design of landscapes around public buildings, design of public parks, design for playgrounds including surfaces and playground equipment layout, conduct public engagement to communicate the project proposals to neighborhood council and residents, review and provide recommendations for landscape standards, feasibility/concept plan studies and recommendations; preliminary design reports; hiring and managing applicable subconsultants and engineering disciplines as required; preparation of construction plans, specifications and estimates (opinions of construction cost); research of utilities and other records; and such other services as may be required by the CITY. Consultant shall provide services on projects as authorized and directed by CITY under a duly executed and approved Task Order. Consultant shall, in the performance of this Agreement, maintain close communications with the City Project Manager or his/her representative. No services shall be performed on any specific project until the CITY has issued a signed Task Order to Consultant for that particular project.

Work Tasks:

Upon request by CITY, Consultant will perform the following tasks for needed improvements to municipal infrastructure facilities, as applicable for individual projects:

1. The Consultant shall be a State of California Licensed Landscape Architect, experienced in public agency landscape and irrigation improvements and maintenance operations.
2. The Consultant shall provide on-call services to consult with City Staff to address a variety of technical issues including but not limited to field reviews, landscape evaluations, irrigation system evaluation, plant material quality reviews, budgeting, and conceptual design of potential solutions and costs

3. The Consultant shall provide design services (Schematic Design, Design Development, and Construction Documents) for the preparation of plans, specifications, and estimates for landscape improvements, renovations, and Capital Improvement Projects including, but not limited to, landscaping, irrigation (including conversion of potable to recycled water irrigation), site amenities, public art, and landscape and water quality improvements for such facilities as parks, median islands, parkways, sports fields, open spaces, trails, habitat areas and related facilities.

4. The Consultant shall provide design services during construction, including periodic site visits, review of shop drawings, and preparing responses to contractor's RFIs, provide drafting and computer-aided drafting support, perform record drawing, utility, or other searches, perform field investigations and design surveying, prepare record ("as built") drawing, and attend project meetings as necessary.

5. The Consultant shall assist Staff with the review and improvement of the City Code requirements for landscaping and irrigation-related water conservation and water quality, the Landscape Maintenance Specifications, the Tree Maintenance Specifications, the Rodent Control Specifications, and other similar work efforts.

Projects under this Agreement may involve one or more of the following Municipal Infrastructure Improvements:

- Storm drainage collection systems including WQMP and Drainage Reports;
- Post-construction stormwater mitigation systems;
- Arterial, collector, and local streets;
- Transportation system;
- Buildings and other types of facilities;
- Public Park improvements;
- Beach maintenance;
- Other undertakings to be determined.

Individual Project Task Order:

Upon request by CITY, Consultant shall submit for CITY review an individual project proposal including all information required to complete a Task Order for the individual project.

Task Order proposal shall identify the specific tasks to be performed by the Consultant. Tasks shall be listed in chronological order reflecting the entire scope of work as requested by the CITY, along with an estimated cost per task and a combined total Not-to-Exceed cost.

Proposals shall contain the names and titles of Consultant's personnel assigned to perform the work and specifically identify the individual who will be the Project Manager.

Proposals shall contain a project schedule indicating the various tasks and estimated time required to complete each task. Consultant's project schedule shall reflect all work to be

performed by the Consultant from initial execution through completion.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy
of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Agreement Expiration Date:	
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	Example 1011234-53200-CXXXX
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EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and IDS Group, Inc.)

SCHEDULE OF COMPENSATION

Architectural		Engineering	
Title	Hourly Rate	Title	Hourly Rate
Principal	\$235.00	Principal	\$235.00
Associate Principal	\$225.00	Associate Principal	\$223.00
Senior Project Manager	\$215.00	Senior Project Manager	\$215.00
Project Manager	\$200.00	Project Manager	\$200.00
Senior Architect (RA)	\$195.00	Senior Project Engineer (SE)	\$195.00
Architect (RA)	\$175.00	Senior Project Engineer (PE)	\$190.00
Senior Designer	\$170.00	Engineer (SE)	\$190.00
Designer	\$160.00	Engineer (PE)	\$175.00
Job Captain	\$140.00	Senior Designer	\$170.00
BIM Designer	\$139.00	Designer	\$160.00
CAD Drafting	\$120.00	BIM Designer	\$139.00
Senior Planner	\$211.00	CAD Drafting	\$120.00
Planner	\$175.00	QA/QC Manager	\$214.00
Sr. Landscape Architect (RA)	\$150.00	Senior Office Administration	\$75.00
Landscape Architect (RA)	\$125.00	Administration and Accounting	\$70.00
QA/QC Manager	\$214.00		
Senior Office Administration	\$75.00		
Administration and Accounting	\$70.00		

Surveying		Preconstruction/Cost Estimation	
Title	Hourly Rate	Title	Hourly Rate
Two-Person Survey Crew	\$310.00	Senior Cost Estimator	\$175.00
Senior Surveyor (In house)	\$200.00	Cost Estimator	\$170.00
Lead Surveyor (In house)	\$110.00		

Expenses such as, but not limited to, plan check fees, permits, inspections, testing services, title company fees, special delivery charges, plotting/ presentation boards, maps, aerial photographs, and reprographics/ illustrations that may be required for community or other stakeholder presentations shall be billed to the owner at the Consultant's direct cost.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and IDS Group, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant 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.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant 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 performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants 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. Consultant 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-A. 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 commencement of services. 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. Consultant 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, 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. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants 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 commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

Exhibit INS-A

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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$		
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$		
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$		
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000		
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				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 46250-4299 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							

Rev. 1/23

INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and IDS Group, 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 Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

- A. Consultant shall compensate any employee of Consultant 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, Consultant shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Consultant 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 Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025**

Consultant shall compensate any employee of Consultant 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, Consultant shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, 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, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant 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 Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and IDS Group, Inc.) PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant 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. Consultant shall perform the Project as a public work. Consultant 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. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant 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. Consultant 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 Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant 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. Consultant 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, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant 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, Consultant must immediately notify City.

8. Consultant 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. Consultant 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. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant 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 Consultant'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. Consultant 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. Consultant 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. Consultant 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, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant 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 Consultant, 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 Consultant under this Section shall survive Agreement termination.

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND PACIFIC COAST LAND DESIGN, INC.**

By This On-Call Professional Services Agreement (“Agreement”), the City of Oxnard (“City”) agrees to engage the Services of Pacific Coast Land Design, Inc. (“Consultant”), and Consultant 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 Consultant may be individually referred to as “Party” or collectively as the “Parties.”

1. [INTENTIONALLY OMITTED].

2. SUMMARY DESCRIPTION OF SERVICES.

Landscape Architectural Consultant shall provide landscape architectural design services, including but not limited to, the design of parkway and median landscapes, design of landscapes around public buildings, design of public parks, design for playgrounds including surfaces and playground equipment layout, conduct public engagement to communicate the project proposals to neighborhood council and residents, review and provide recommendations for landscape standards, feasibility/concept plan studies and recommendations; preliminary design reports; hiring and managing applicable subconsultants and engineering disciplines as required; preparation of construction plans, specifications and estimates (opinions of construction cost); research of utilities and other records; and such other services as may be required by the CITY.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City’s Project Manager.

Consultant is not the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Pacific Coast Land Design, Inc., a corporation of the State of California, located at 461 E. Main Street, Ventura, CA 93001.

4. TERM OF AGREEMENT: From: October 8, 2025 To: October 7, 2028

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (2) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$750,000.00 ¹

6. 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 and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy

7. 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, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

City Designated Representative Name: Petros Gazazyan Title: Construction Project Manager Phone: 805-509-9110 Email: petros.gazazyan@oxnard.org Address: 305 West Third Street, East Wing, Second Floor, Oxnard, CA 93030	Consultant Designated Representative Name: Mike Zielsdorf Title: Managing Principal/CEO/CFO Phone: (805) 715-4204 Email: mike@pc-ld.com Address: 461 E. Main Street, Ventura, CA 93001
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8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, 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.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant 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.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as

“Exhibit B.” Consultant’s compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
- B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and 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 Consultant 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.

- A. Payment Request. Consultant 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.
- B. Consultant’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant 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.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this 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 4(B), then this Agreement shall not be extended.**

13. 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. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. 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 22 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 Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED].

16. INDEPENDENT CONTRACTOR. Consultant 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 Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, 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. Consultant and its employees are not employees of City. Consultant 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. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, 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.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant 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 Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by

reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. 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 Consultant 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.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. 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.

- D. 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. Consultant 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 Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant 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 Consultant by the City or other information to which the Consultant 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.
- F. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. 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 22.

22. NOTICE. 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 7. 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.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24.INSURANCE. Consultant 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 Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant 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 Consultant is a material element of this Agreement. Consultant’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, Consultant 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, Consultant 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 Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26.PREVAILING WAGE REQUIREMENTS. 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. For further information regarding Prevailing Wage Requirements please refer to Exhibit “E” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. 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.
- C. 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 Consultant.

27. [RESERVED].

28. 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 or Task Order 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.

29. CONFLICT OF INTEREST. Consultant 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 Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant 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 Consultant may result in termination of this Agreement by the City.

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 Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant 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.ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant 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. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33.CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34.REPORTS. Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35.AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant 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. Consultant 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant 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.

- 36. ADVERTISING AND PUBLICITY.** Consultant 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.
- 37. NONDISCRIMINATORY EMPLOYMENT.** Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.
- 38. COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
- 39. WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant 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 Consultant'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.
- 40. FORCE MAJEURE.** Neither the Consultant 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.
- 41. 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.
- 42. 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.

- 43. 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.
- 44. 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.
- 45. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.
- 46. 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.
- 47. 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 and 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.
- 48. CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49.ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant 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 4 and upon signature of all Parties.

CITY OF OXNARD

PACIFIC COAST LAND DESIGN, INC.

☐ Luis A. Mc Arthur, Mayor² _____ Date
☐ Jennifer Hiraoka, Purchasing Manager³

Mike Zielsdorf, CEO _____ Date

Mike Zielsdorf, CFO,⁴ _____ Date

ATTEST:

Lourdes A. López, City Clerk _____ Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ 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

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Pacific Coast Land Design, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER:

Petros Gazazyan
petros.gazazyan@oxnard.org
805-509-9110

General Scope of Work:

The Landscape Architectural Consultant (Consultant) shall provide landscape architectural design services, including but not limited to, the design of parkway and median landscapes, design of landscapes around public buildings, design of public parks, design for playgrounds including surfaces and playground equipment layout, conduct public engagement to communicate the project proposals to neighborhood council and residents, review and provide recommendations for landscape standards, feasibility/concept plan studies and recommendations; preliminary design reports; hiring and managing applicable subconsultants and engineering disciplines as required; preparation of construction plans, specifications and estimates (opinions of construction cost); research of utilities and other records; and such other services as may be required by the CITY. Consultant shall provide services on projects as authorized and directed by CITY under a duly executed and approved Task Order. Consultant shall, in the performance of this Agreement, maintain close communications with the City Project Manager or his/her representative. No services shall be performed on any specific project until the CITY has issued a signed Task Order to Consultant for that particular project.

Work Tasks:

Upon request by CITY, Consultant will perform the following tasks for needed improvements to municipal infrastructure facilities, as applicable for individual projects:

1. The Consultant shall be a State of California Licensed Landscape Architect, experienced in public agency landscape and irrigation improvements and maintenance operations.
2. The Consultant shall provide on-call services to consult with City Staff to address a variety of technical issues including but not limited to field reviews, landscape evaluations, irrigation system evaluation, plant material quality reviews, budgeting, and conceptual design of potential solutions and costs

3. The Consultant shall provide design services (Schematic Design, Design Development, and Construction Documents) for the preparation of plans, specifications, and estimates for landscape improvements, renovations, and Capital Improvement Projects including, but not limited to, landscaping, irrigation (including conversion of potable to recycled water irrigation), site amenities, public art, and landscape and water quality improvements for such facilities as parks, median islands, parkways, sports fields, open spaces, trails, habitat areas and related facilities.

4. The Consultant shall provide design services during construction, including periodic site visits, review of shop drawings, and preparing responses to contractor's RFIs, provide drafting and computer-aided drafting support, perform record drawing, utility, or other searches, perform field investigations and design surveying, prepare record ("as built") drawing, and attend project meetings as necessary.

5. The Consultant shall assist Staff with the review and improvement of the City Code requirements for landscaping and irrigation-related water conservation and water quality, the Landscape Maintenance Specifications, the Tree Maintenance Specifications, the Rodent Control Specifications, and other similar work efforts.

Projects under this Agreement may involve one or more of the following Municipal Infrastructure Improvements:

- Storm drainage collection systems including WQMP and Drainage Reports;
- Post-construction stormwater mitigation systems;
- Arterial, collector, and local streets;
- Transportation system;
- Buildings and other types of facilities;
- Public Park improvements;
- Beach maintenance;
- Other undertakings to be determined.

Individual Project Task Order:

Upon request by CITY, Consultant shall submit for CITY review an individual project proposal including all information required to complete a Task Order for the individual project.

Task Order proposal shall identify the specific tasks to be performed by the Consultant. Tasks shall be listed in chronological order reflecting the entire scope of work as requested by the CITY, along with an estimated cost per task and a combined total Not-to-Exceed cost.

Proposals shall contain the names and titles of Consultant's personnel assigned to perform the work and specifically identify the individual who will be the Project Manager.

Proposals shall contain a project schedule indicating the various tasks and estimated time required to complete each task. Consultant's project schedule shall reflect all work to be performed by the Consultant from initial execution through completion.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy
of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Agreement Expiration Date:	
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	Example 1011234-53200-CXXXX
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EXHIBIT B
PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Pacific Coast Land Design, Inc.)

SCHEDULE OF COMPENSATION

**HOURLY BILLING
RATES**

Listed below is the current schedule of hourly rates for work to be carried out under the On-Call Landscape Architect Services agreement. The listed hourly rates are defined by billing classification and staff labor rate and include all direct and indirect expenses and fees. This rate schedule will be honored for the duration of the On-Call Landscape Architect Services agreement. (Audited total billing rates including direct labor, fringe, indirect costs, fee/profit, and overhead expenses can be provided for review upon request.)

Pacific Coast Land Design, Inc. (PCLD)

Principal.....	\$195.00/hr
Senior Associate	\$170.00/hr
Associate.....	\$135.00/hr
Landscape Designer	\$115.00/hr
Administrative	\$75.00/hr

Encompass Consultant Group (ECG)

Billing rates for Civil and/or Survey to be per separately awarded ECG on-call contract.

Oaktopia

ISA-Certified Arborist	\$200.00/hr
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**PROJECT RELATED
REIMBURSABLE EXPENSES**

Listed below are expenses that PCLD typically bills to a project if incurred during the course of a project that is initiated from the On-Call Landscape Architecture Services agreement. PCLD will provide estimates of reimbursable expenses as part of the proposed scope of work for a given project. Reimbursable project costs will not be accrued until authorized by the City of Oxnard contract administrator.

- Reproduction of all documents, including postage and shipping charges, shall be paid for at cost.
- Special tests required due to site conditions.
- Sub-consultant services for work which the landscape architect is not licensed to provide (Reimbursable costs shall not include any costs arising from the administration or supervision of performance of the sub-consultant).

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Pacific Coast Land Design, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant 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.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant 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 performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants 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. Consultant 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-A. 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 commencement of services. 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. Consultant 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, 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. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants 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 commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

Exhibit INS-A

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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$		
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$		
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$		
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000		
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				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 46250-4299 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							

Rev. 1/23

INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Pacific Coast Land Design, 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 Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

- A. Consultant shall compensate any employee of Consultant 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, Consultant shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Consultant 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 Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025**

Consultant shall compensate any employee of Consultant 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, Consultant shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, 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, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant 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 Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Pacific Coast Land Design, Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant 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. Consultant shall perform the Project as a public work. Consultant 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. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant 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. Consultant 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 Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant 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. Consultant 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, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant 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, Consultant must immediately notify City.

8. Consultant 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. Consultant 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. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant 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 Consultant'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. Consultant 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. Consultant 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. Consultant 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, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant 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 Consultant, 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 Consultant under this Section shall survive Agreement termination.

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND RJM DESIGN GROUP, INC.**

By This On-Call Professional Services Agreement (“Agreement”), the City of Oxnard (“City”) agrees to engage the Services of RJM Design Group, Inc. (“Consultant”), and Consultant 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 Consultant may be individually referred to as “Party” or collectively as the “Parties.”

1. [INTENTIONALLY OMITTED].

2. SUMMARY DESCRIPTION OF SERVICES.

Landscape Architectural Consultant shall provide landscape architectural design services, including but not limited to, the design of parkway and median landscapes, design of landscapes around public buildings, design of public parks, design for playgrounds including surfaces and playground equipment layout, conduct public engagement to communicate the project proposals to neighborhood council and residents, review and provide recommendations for landscape standards, feasibility/concept plan studies and recommendations; preliminary design reports; hiring and managing applicable subconsultants and engineering disciplines as required; preparation of construction plans, specifications and estimates (opinions of construction cost); research of utilities and other records; and such other services as may be required by the CITY.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City’s Project Manager.

Consultant is not the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

RJM Design Group, Inc., a corporation of the State of California, located at 31591 Camino Capistrano, San Juan Capistrano, CA 92675.

4. TERM OF AGREEMENT: From: October 8, 2025 To: October 7, 2028

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (2) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$750,000.00 ¹

6. 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 and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy

7. 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, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

City Designated Representative Name: Petros Gazazyan Title: Construction Project Manager Phone: 805-509-9110 Email: petros.gazazyan@oxnard.org Address: 305 West Third Street, East Wing, Second Floor, Oxnard, CA 93030	Consultant Designated Representative Name: Larry P. Ryan Title: President Phone: (949) 493-2600 Email: larryr@rjmdesigngroup.com Address: 31591 Camino Capistrano, San Juan Capistrano, CA 92675
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8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, 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.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant 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.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as

“Exhibit B.” Consultant’s compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
- B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and 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 Consultant 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.

- A. Payment Request. Consultant 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.
- B. Consultant’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant 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 Consultant 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 Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant 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 Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant 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.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this 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 4(B), then this Agreement shall not be extended.**

13. 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. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. 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 22 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 Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED].

16. INDEPENDENT CONTRACTOR. Consultant 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 Consultant or any of its employees, except as stated in this Agreement. Consultant 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 Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, 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. Consultant and its employees are not employees of City. Consultant 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. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, 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.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant 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 Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by

reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. 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 Consultant 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.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. 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.

- D. 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. Consultant 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 Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant 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 Consultant by the City or other information to which the Consultant 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.
- F. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. 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 22.

22. NOTICE. 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 7. 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.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24.INSURANCE. Consultant 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 Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant 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 Consultant is a material element of this Agreement. Consultant’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, Consultant 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, Consultant 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 Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26.PREVAILING WAGE REQUIREMENTS. 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. For further information regarding Prevailing Wage Requirements please refer to Exhibit “E” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. 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.
- C. 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 Consultant.

27. [RESERVED].

28. 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 or Task Order 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.

29. CONFLICT OF INTEREST. Consultant 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 Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant 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 Consultant may result in termination of this Agreement by the City.

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 Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant 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.ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant 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. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33.CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34.REPORTS. Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35.AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant 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. Consultant 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant 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.

36. ADVERTISING AND PUBLICITY. Consultant 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.

37. NONDISCRIMINATORY EMPLOYMENT. Consultant 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. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant 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 Consultant'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.

40. FORCE MAJEURE. Neither the Consultant 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. AUTHORITY TO EXECUTE. Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. 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.

47. 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 and 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.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49.ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant 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 4 and upon signature of all Parties.

CITY OF OXNARD

RJM DESIGN GROUP, INC.

☐ Luis A. Mc Arthur, Mayor ² _____ Date
☐ Jennifer Hiraoka, Purchasing Manager ³

Larry P. Ryan, President _____ Date

Zachary Mueeting,
Secretary,⁴ _____ Date

ATTEST:

Lourdes A. López, City Clerk _____ Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ 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

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and RJM Design Group, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER:

Petros Gazazyan
petros.gazazyan@oxnard.org
805-509-9110

General Scope of Work:

The Landscape Architectural Consultant (Consultant) shall provide landscape architectural design services, including but not limited to, the design of parkway and median landscapes, design of landscapes around public buildings, design of public parks, design for playgrounds including surfaces and playground equipment layout, conduct public engagement to communicate the project proposals to neighborhood council and residents, review and provide recommendations for landscape standards, feasibility/concept plan studies and recommendations; preliminary design reports; hiring and managing applicable subconsultants and engineering disciplines as required; preparation of construction plans, specifications and estimates (opinions of construction cost); research of utilities and other records; and such other services as may be required by the CITY. Consultant shall provide services on projects as authorized and directed by CITY under a duly executed and approved Task Order. Consultant shall, in the performance of this Agreement, maintain close communications with the City Project Manager or his/her representative. No services shall be performed on any specific project until the CITY has issued a signed Task Order to Consultant for that particular project.

Work Tasks:

Upon request by CITY, Consultant will perform the following tasks for needed improvements to municipal infrastructure facilities, as applicable for individual projects:

1. The Consultant shall be a State of California Licensed Landscape Architect, experienced in public agency landscape and irrigation improvements and maintenance operations.
2. The Consultant shall provide on-call services to consult with City Staff to address a variety of technical issues including but not limited to field reviews, landscape evaluations, irrigation system evaluation, plant material quality reviews, budgeting, and conceptual design of potential solutions and costs

3. The Consultant shall provide design services (Schematic Design, Design Development, and Construction Documents) for the preparation of plans, specifications, and estimates for landscape improvements, renovations, and Capital Improvement Projects including, but not limited to, landscaping, irrigation (including conversion of potable to recycled water irrigation), site amenities, public art, and landscape and water quality improvements for such facilities as parks, median islands, parkways, sports fields, open spaces, trails, habitat areas and related facilities.

4. The Consultant shall provide design services during construction, including periodic site visits, review of shop drawings, and preparing responses to contractor's RFIs, provide drafting and computer-aided drafting support, perform record drawing, utility, or other searches, perform field investigations and design surveying, prepare record ("as built") drawing, and attend project meetings as necessary.

5. The Consultant shall assist Staff with the review and improvement of the City Code requirements for landscaping and irrigation-related water conservation and water quality, the Landscape Maintenance Specifications, the Tree Maintenance Specifications, the Rodent Control Specifications, and other similar work efforts.

Projects under this Agreement may involve one or more of the following Municipal Infrastructure Improvements:

- Storm drainage collection systems including WQMP and Drainage Reports;
- Post-construction stormwater mitigation systems;
- Arterial, collector, and local streets;
- Transportation system;
- Buildings and other types of facilities;
- Public Park improvements;
- Beach maintenance;
- Other undertakings to be determined.

Individual Project Task Order:

Upon request by CITY, Consultant shall submit for CITY review an individual project proposal including all information required to complete a Task Order for the individual project.

Task Order proposal shall identify the specific tasks to be performed by the Consultant. Tasks shall be listed in chronological order reflecting the entire scope of work as requested by the CITY, along with an estimated cost per task and a combined total Not-to-Exceed cost.

Proposals shall contain the names and titles of Consultant's personnel assigned to perform the work and specifically identify the individual who will be the Project Manager.

Proposals shall contain a project schedule indicating the various tasks and estimated time required to complete each task. Consultant's project schedule shall reflect all work to be performed by the Consultant from initial execution through completion.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy
of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Agreement Expiration Date:	
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	Example 1011234-53200-CXXXX
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EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and RJM Design Group, Inc.)

SCHEDULE OF COMPENSATION

RJM DESIGN GROUP, INC.	
Principal Landscape Architect	\$240 per hour
Associate Landscape Architect	\$215 per hour
Landscape Architect	\$200 per hour
Job Captain / Landscape Designer	\$185 per hour
CADD Technician / Graphics	\$170 per hour
Word Processor	\$125 per hour
CIVTEC (CIVIL ENGINEER)	
Principal	\$235 per hour
Project Manager	\$185 per hour
Project Engineer	\$165 per hour
Project Surveyor	\$185 per hour
Design Engineer	\$135 per hour
Draftsperson	\$105 per hour
Project Assistant	\$90 per hour
2-Man Survey Crew	\$375 per hour
3-Man Survey Crew	\$550 per hour
GLASIR (IRRIGATION)	
On-Site Consulting / Public Agency Coordination	\$150 per hour
Irrigation Designer	\$125 per hour
Plan Check	\$125 per hour
FBA ENGINEERING (ELECTRICAL ENGINEERING)	
Principal / Project Director	\$250 per hour
Associate / Project Manager	\$175 per hour
Construction Support	\$150 per hour
Electrical Designer	\$120 per hour
CAD / BIM Designer	\$100 per hour
Technical Typist	\$60 per hour

Charges for sub-consultant services are billed at cost plus a 15% coordination fee.

REIMBURSABLE EXPENSES

When incurred, the following project expenses will be billed at cost in addition to the above professional services fee:

- Printing, plotting, copying, scanning, photography, graphic expenses
- Delivery, shipping, and handling of documents
- Permits, plan check, and inspection fees
- City business license
- Soils testing

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed based on the categories listed above.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and RJM Design Group, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant 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.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant 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 performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants 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. Consultant 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-A. 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 commencement of services. 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. Consultant 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, 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. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants 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 commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

Exhibit INS-A

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 [] 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 \$1,000,000 LIMIT 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				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 46250-4299 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		

Rev. 1/23

INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and RJM Design Group, 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 Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

- A. Consultant shall compensate any employee of Consultant 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, Consultant shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Consultant 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 Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025**

Consultant shall compensate any employee of Consultant 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, Consultant shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, 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, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant 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 Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and RJM Design Group, Inc.) PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant 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. Consultant shall perform the Project as a public work. Consultant 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. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant 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. Consultant 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 Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant 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. Consultant 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, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant 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, Consultant must immediately notify City.

8. Consultant 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. Consultant 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. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant 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 Consultant'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. Consultant 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. Consultant 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. Consultant 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, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant 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 Consultant, 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 Consultant under this Section shall survive Agreement termination.

RATES AND COSTS EXHIBIT

RATE SHEET

Listed below are the all-inclusive rates of SVA and our selected subconsultants.

SVA Architects (Architect)

Partner/Principal	\$225
Senior Project Architect/Manager	\$195
Senior Designer	\$185
Project Architect/Manager	\$175
Job Captain	\$155
Intermediate Technical Designer	\$125
Junior Technical Designer	\$100
Clerical Staff	\$75

VCA Engineers (Civil Engineer)

Principal Engineer	\$190
Lead/Senior Project Engineer	\$165
Project Engineer	\$150
Senior CADD Technician	\$100

Coffman Engineers (Structural Engineer)

Principal I-III	\$225-\$265
Senior Discipline Manager	\$215
Senior Discipline Engineer	\$205
Senior Engineer	\$180
Engineer I-III	\$118-\$150
Senior Designer (CAD/BIM)	\$143
Designer I-III (CAD/BIM)	\$100-\$130
Drafter I-II (CAD/BIM)	\$90-\$95
Clerical	\$75

AE Group (Mechanical/Plumbing Engineer)

Mechanical Engineer	\$225
Mechanical Engineering Assistants	\$175

FBA Engineering (Electrical Engineer)

Principal / Project Director	\$210
V.P. / Senior Associate	\$160
Associate / Project Manager	\$160
Construction Support	\$135
Electrical Designer	\$110
CAD / BIM Designer	\$90
Technical Typist	\$50

Jordan, Gilbert, Baine (Landscape Architect)

Principal	\$165
Director of Design	\$140
Director of Production	\$140
Project Manager	\$110
Landscape Designer	\$90
CAD Designer	\$85
Clerical	\$55

Sierra West Group (Cost Estimator)

Chief Estimator	\$125
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RATES AND COSTS EXHIBIT

Listed below is the current schedule of hourly rates for work to be carried out under the On-Call Services agreement. The listed hourly rates are defined by billing classification and include all direct and indirect expenses and fees. This rate schedule will be honored for the duration of the On-Call Services agreement. (Audited total billing rates including direct labor, fringe, indirect costs, fee/profit and overhead expenses can be provided for review upon request.)

PACIFIC COAST LAND DESIGN, INC.	
Principal	\$190.00/hr
Project Manager / Landscape Architect	\$165.00/hr
Landscape Designer	\$110.00/hr
Administrative	\$75.00/hr

ENCOMPASS CONSULTANT GROUP	
Principal Engineer	\$190.00/hr
Senior Engineer II	\$165.00/hr
Associate Engineer	\$140.00/hr
Designer	\$95.00/hr
Principal Surveyor	\$180.0/hr
Two-Man Survey Crew	\$255.00/hr

PROJECT RELATED REIMBURSABLE EXPENSES

Listed below are expenses PCLD typically bills to a project if incurred during the course of a project that is initiated from the On-Call Services agreement. PCLD will provide estimates of reimbursable expenses as part of the proposed scope of work for a given project.

Reimbursable project costs will not be accrued until authorized by the City of Oxnard contract administrator.

- Reproduction of all documents, including postage and shipping charges shall be paid for at cost plus 15% for processing and handling.
- Special tests required due to site conditions.
- Sub-consultant services for work which the landscape architect is not licensed to provide.

RATES AND COSTS EXHIBIT

KTUA STAFF		
Name	Title	Hourly Rate
Mike Singleton	Senior Principal Planner/Landscape Architect	\$185
Staff	Principal Landscape Architect	\$175
Staff	Irrigation Design Manager	\$165
Staff	Senior Associate Landscape Architect	\$155
Matt Wilkins	Associate Landscape Architect	\$125
Staff	Senior Designer	\$120
Staff	Designer	\$105
Staff	Clerical	\$80

KTUA EXPENSES		
Description	Cost	% Mark-up
Mileage	at IRS approved rate	0%
Copy services/reproduction	at cost	10%
Delivery services	at cost	10%

SUBCONSULTANT - DELANE ENGINEERING		
Name	Title	Hourly Rate
Scott Uhles	Principal	\$190
Steve Down	Project Manager	\$175
Staff	Project Engineer	\$150
Staff	Design Engineer	\$130
Staff	Assistant Engineer	\$90
Staff	Project Coordinator	\$85
Staff	Office Support/ Clerical	\$70
Staff	Student Engineer	\$60
Staff	Site BIM Manager (P.E.)	\$165
Staff	Site BIM Engineer	\$105
Staff	Site BIM Technician	\$80
Staff	Construction Inspector	\$120
Staff	Qualified SWPPP Practitioner (QSP)	\$110



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.1

DATE: October 7, 2025

TO: City Council

FROM: Brenda Lopez, Housing Director, (805) 385-8092, brenda.lopez@oxnard.org

SUBJECT: First Substantial Amendment to the FY 2025-26 Annual Action Plan. (10 minutes)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing regarding the First Substantial Amendment to the FY 2025-26 Annual Action Plan;
2. Approve the First Substantial Amendment to the FY 2025-26 Annual Action Plan recommending use of Community Development Block Grant (CDBG) funds for public infrastructure improvements;
3. Authorize the City Manager, and his designees, to incorporate the amended grant allocations into the FY 2025-26 Annual Action Plan and authorize any necessary budget appropriation and corresponding revenue recognition in CDBG funding (Fund 201) for the project;
4. Authorize the City Manager, or his designees, to execute the required documents for the submission of the amended FY 2025-26 Annual Action Plan; and,
5. Receive and file any comments made during the 30-day public comment period or made in person at the public hearing with the Amendment.

(This item did not originate in Committee.)

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

BACKGROUND

Each year, the City prepares an Annual Action Plan (AAP) in connection with the Regional Five-Year Consolidated Plan which details how the City will spend Department of Housing and Urban Development (HUD) federal funding, specifically Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) for that given year.

The Regional Five-Year Consolidated Plan (Consolidated Plan), adopted by the Oxnard City Council on May 6, 2025, was developed through a process that included citizen and stakeholder participation, a market analysis, and an assessment of local housing and community development data. The Consolidated Plan establishes six regional goals to address high-priority needs:

- Improve the supply of affordable housing;
- Increase and improve social services;
- Work to end homelessness;
- Create and maintain quality neighborhoods;
- Promote economic development; and
- Ensure effective program administration.

The AAP has two principal purposes. First, it identifies the projects and programs to be undertaken during the upcoming fiscal year and also states the proposed objectives and outcomes to be achieved within the overall context of the Five-Year Consolidated Plan. Secondly, the AAP acts as the City's application process for federal formula grants, principally comprised of the CDBG, HOME and ESG programs. The funding recommendations in the AAP are prepared based on the estimated funding figures and adjusted once HUD provides the actual award allocations.

A copy of the updated FY 2025-26 AAP reflecting the final funding award allocations is attached to this report (Attachment 1).

At the close of each fiscal year, staff conducts a review of prior-year fund balances and open projects. This review assesses whether funding should be reduced or terminated for projects that are slow-moving or unresponsive, or if completed projects have expended less than their original award, thereby generating surplus funds available for reallocation. Following this analysis, staff prepares an amendment to the AAP with recommendations for the use of these surplus funds. In accordance with the City's Citizen Participation Plan and 24 CFR Part 91, any amendment involving substantial changes—defined as the introduction of a new activity, the cancellation of an existing activity, or the reallocation of \$200,000 or more—requires public noticing and a public hearing prior to approval.

Under 24 CFR §570.902, HUD requires that a grantee's undisbursed CDBG funds in its line of credit not exceed 1.5 times its most recent annual grant allocation, measured 60 days before the end of the grantee's program year (May 2 for the City of Oxnard). For Oxnard, the limit on May 2, 2026, is \$3,112,171.50. This requirement is known as "timeliness compliance."

As of August 2025, the City's unexpended CDBG fund balance was \$6,070,197. This includes funding currently under contract, and \$1,000,000 (\$1M) of uncommitted funds, meaning this \$1M is not currently committed to another project.

As anticipated, on September 23, 2025, the City received an invitation letter from HUD to participate in an informal consultation meeting to discuss factors affecting timely performance, as well as the steps being taken to ensure compliance with timeliness requirements. Failure to meet timeliness requirements may result in funds being recaptured. The consultation date is to be determined.

To support compliance efforts, staff has recently completed disbursements for eligible expenditures (totaling \$1,614,435.58) and recommends committing the \$1M unobligated funds to a shovel ready project, as outlined below. Staff will also continue to closely monitor expenditures for projects currently under contract to help achieve and maintain timeliness compliance.

DISCUSSION

The La Colonia Neighborhood Street Resurfacing and ADA Improvement Project Phase III ("La Colonia Project") has an overall \$10,400,000 project budget. The project includes street resurfacing, sidewalk repairs, and the installation of Americans with Disabilities Act (ADA)-compliant curb ramps in a predominantly residential, low- and moderate-income area.

Council previously approved a \$1M award in the FY 2024-25 AAP for this project. Staff is proposing to allocate an additional \$1M with the subject action. The La Colonia Project improvements are consistent with HUD regulations under 24 CFR §570.208, which allow projects to meet a national objective through an Area Benefit (LMA) when the service area is primarily low- and moderate-income.

The proposed allocation of additional CDBG funds to the La Colonia Project directly advances the Consolidated Plan goal of Creating and Maintaining Quality Neighborhoods. Based on the City's area analysis, staff estimates that approximately 2,600 residents of low and moderate income will directly benefit from the La Colonia improvements. The proposed project area covers the following locations and street segments:

1. E Colonia Rd – From N Oxnard Blvd to N Juanita Ave
2. Cooper Rd – From N Oxnard Blvd to N Juanita Ave
3. N Harrison Ave – From E Colonia Rd to Cooper Rd Alley N/O

4. N Hayes Ave – From E Colonia Rd to Cooper Rd
5. N Grant Ave – From E Colonia Rd to Cooper Rd
6. N Garfield Ave – From E Colonia Rd to Cooper Rd
7. N McKinley Ave – From E Colonia Rd to Cooper Rd
8. N Bonita Ave – From E Colonia Rd to E Third St
9. N Anita Ave – From E Colonia Rd to Cooper Rd
10. N Juanita Ave – From E Colonia Rd to E Third St
11. E First St – From S Harrison Ave to Juanita Ave
12. S Harding Ave – From E First St to E Third St
13. E First St – From Juanita Ave to Rose Ave
14. S Hayes Ave – From 251 S Hayes Ave to Third St
15. E Second St – From Wilson Ave to Campton Dr
16. Navarro St – From E First St to E Third St
17. Campton Dr – From E First St to E Third St
18. Morris St – From Campton Dr to Sarita Dr
19. E Second St – From Campton Dr to Sarita Dr
20. Crawford St – From Campton Dr to Sarita Dr
21. Sarita Dr – From E First St to Second St
22. Sarita Dr – From E Second St to Crawford St
23. Felicia Ct – From N Marquita St to N Marquita St
24. Marquita St Alley E/O – From Felicia Ct to Felicia Ct

The original Engineer’s estimate for the construction cost of the La Colonia project (C2209) was \$6,853,000, and is presently funded by a variety of sources, including the state’s Road Maintenance and Rehabilitation Act (RMRA) program, Measure O, General Fund, and others. Upon competitively soliciting the project, the City received one bid of \$8,665,561.51. When all other required soft costs (construction management, material testing, staff time, etc.) and construction contingencies are included, the total project cost is approximately \$10,400,000. CDBG funds are eligible for projects within the La Colonia neighborhood, therefore, an additional \$1,000,000 in CDBG funds not only helps the City meet the timeliness compliance, but will also help fill the gap between the Engineer’s estimate and the actual total project cost, which is based upon the construction bid received. Filling the gap for the La Colonia neighborhood sub-project with CDBG funds also has a future benefit for the larger citywide Neighborhood Street Resurfacing CIP project. Because the La Colonia bid came in higher than estimated, without the new CDBG funds, other funding sources expected to be used in future phases of the longer-term 5-Phase Citywide Pavement Maintenance Program, would have to be recommended for use. This would reduce future Neighborhood Street Resurfacing project locations since CDBG funds have a geographic limitation not expected to be met in upcoming phases.

Allocating additional CDBG funds to this “shovel-ready” project aligns with HUD guidance, which encourages prioritizing projects that are ready for construction and can be completed relatively quickly. Both Public Works and Housing staff have reviewed the project’s expenditure schedule and concur that the La Colonia project is well-positioned to help the City meet the next timeliness test on May 2, 2026, ensuring compliance with federal requirements and effective use of CDBG resources. This timely expenditure will help ensure compliance with federal regulations and improve the City’s overall performance in the CDBG program.

A copy of the proposed FY 2025-26 AAP First Substantial Amendment is attached to this report (Attachment 2).

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.

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

Approval of the recommended action will authorize the City Manager or designee to approve any necessary appropriation and recognition of grant revenue for CDBG (Fund 201) funds and corresponding Capital Outlay (Fund 301) for the activities described.

For Finance Use Only: CDBG Fed. Grant Fund:(Org. 2018101 Obj. 48020 / 59800); Capital Outlay Fund (Org. 3018101 Obj. 5XXXX / 49300) Project C2209

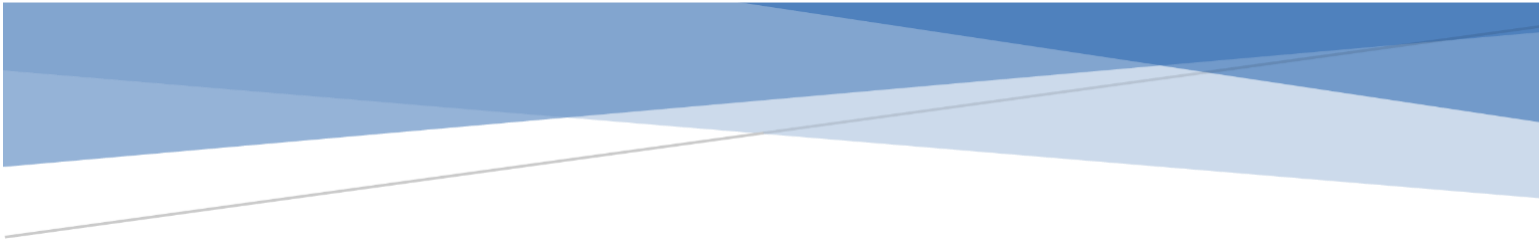
COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Brenda Lopez, Housing Director

ATTACHMENTS

1. Attachment 1- FY 2025-26 AAP Redline
2. Attachment 2- FY 2025-26 AAP First Substantial Amendment
3. Attachment 3 - PowerPoint



2025 Annual Action Plan



Prepared by:
City of Oxnard – Housing Department – Grants Management
435 South D Street, Oxnard, California, 93030

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Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

~~In Plan year 2025, the formula grant of HUD allocations to City of Oxnard are estimates CDBG \$1,888,317, HOME \$535,916 and ESG \$175,122, a total of \$2,599,355 in entitlement grants from HUD. In addition, estimated program income of \$100,000 for CDBG programs and \$150,000 for HOME programs. This will increase total available resources from the 2025 Plan year to \$2,849,355. The source of program income comes principally from repayment of loans and recaptures from defaults. Those funds will be used towards meeting the goals and objectives of the 2025 Annual Action Plan.~~

During July 1, 2025, to June 30, 2030, the City of Oxnard anticipates the following allocation of CDBG, HOME, and ESG resources.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,888,317.00 <u>2,074,781.00</u>	100,000.00	0.00	1,988,317 <u>2,174,781.00</u>	9,011,683.00 <u>8,825,219.00</u>	Based on 2025 FY allocation from HUD.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	535,916.00 <u>599,010.76</u>	150,000.00	0.00	685,916.00 <u>749,010.76</u>	3,064,084 <u>3,000,989.24</u>	Based on 2025 FY allocation from HUD.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	175,122.00 <u>184,400.00</u>	0.00	0.00	175,1200.00 <u>184,400.00</u>	824,878.00 <u>815,600.00</u>	Based on 2025 FY allocation from HUD.

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Jurisdictions leverage federal resources against other sources of federal, state, local, and private funding to maximize the impact of CDBG, HOME, and ESG funds. Leveraging varies from activity to activity depending on the project scope and grant requirements.

Although the CDBG program does not require a match, both the HOME and ESG programs do. The HOME program requires a 25 percent non-federal cash or non-cash match of eligible project costs, excluding up to 10 percent for administration and up to 5 percent for Community Housing Development Organization (CHDO) operating support.

The ESG program requires a dollar-for-dollar (100 percent) match, which may be met with cash or eligible non-cash contributions. ESG grantees report required match detail to the Ventura County Continuum of Care (CoC) on a monthly or semi-annual basis. Matching contributions from ESG grantees (cash or non-cash) may be obtained from any source, including any federal source other than the ESG program, as well as state, local, and private sources, per 24 CFR 576.201. Depending on the financing structure of a given activity, it may be advantageous for the City to use CDBG funds to leverage appropriate resources. Examples of leveraged federal and state resources include, but are not limited to those listed below:

Federal Resources

- Continuum of Care (CoC) Program

- HUD Veterans Affairs Supportive Housing (HUD-VASH)
- Supportive Housing for the Elderly (Section 202)
- Supportive Housing for Persons with Disabilities (Section 811)
- Housing Opportunities for Persons with AIDS (HOPWA)
- YouthBuild
- Federal Low-Income Housing Tax Credit Program
- Project Based Housing Choice Vouchers

State Resources

- Affordable Housing and Sustainable Communities Program
- Building Equity and Growth in Neighborhoods Program (BEGIN)
- CalHFA Single and Multi-Family Program
- CalHome Program
- Encampment Resolution Funds (ERF)
- Homekey
- Homeless Housing, Assistance and Prevention Program (HHAP)
- Housing and Homeless Incentive Program (HHIP)
- Low-Income Housing Tax Credit Program
- Mental Health Service Act (MHSA) Funding
- Multifamily Housing Program (MHP)
- Permanent Local Housing Allocation (PLHA)
- Tax-Exempt Bond Financing

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Most County- and jurisdiction-owned property is used to house County or City operations or is deed-restricted, limiting its feasibility for new uses. The City has been evaluating land it owns, as it becomes available, for the purpose of providing affordable housing and will continue to consider land that is deemed as surplus for the needs identified in the Regional Consolidated Plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve the Supply of Affordable Housing	2025	2026	Affordable Housing		Development of New Affordable Housing Housing Rehabilitation Housing Services Disaster Planning and Recovery	HOME: \$617,325 <u>\$674,109.68</u> CDBG: \$292,407 <u>\$441,577.80</u>	Rental units constructed: 5 Household Housing Unit <i>(Affordable Housing Development /CHDO Set-Aside)</i> Rental units rehabilitated: 10 Household Housing Unit <i>(2023 D Street Acquisition/Rehabilitation Project)</i>

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Increase and Improve Social Services	2025	2026	Non-Homeless Special Needs Non-Housing Community Development		Supportive Services Fair Housing Services Disaster Planning and Recovery	CDBG: \$30,000.00 CDBG: \$130,505.00 CDBG: \$50,000.00 CDBG: \$25,000.00	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted (Palm Vista Senior Center) Public service activities other than Low/Moderate Income Housing Benefit: 285 Persons Assisted (Recreation Youth Services) Public service activities other than Low/Moderate Income Housing Benefit: 45 Persons Assisted (OHA Senior Support Services) Public service activities other than Low/Moderate Income Housing Benefit: 45 Persons Assisted (Counseling Services for Survivors of Interpersonal Violence)

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Work to End Homelessness	2025	2026	Homeless		Homelessness Supportive Services	CDBG: \$35,000.00 CDBG: \$27,742.00 ESG: \$68,730.00 <u>\$72,370.00</u> ESG: \$40,000.00 <u>\$42,120.00</u> ESG: \$53,258.00 <u>\$56,080</u> ESG: \$13,134.00 <u>\$13,830.00</u>	Public service activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted (Shelter Care Resources/Foundation First Basic Needs Assistance) Public service activities other than Low/Moderate Income Housing Benefit: 5 Persons Assisted (Turning Point Foundation/ Our Place Safe Haven: Emergency Shelter and Multi-Service Navigation Center) Tenant-based rental assistance / Rapid Rehousing: 8 Households Assisted (Mercy House Living Centers/Rapid Re-Housing Program) Tenant-based rental assistance / Rapid Rehousing: 5 Households Assisted (United Way of Ventura County/Rapid Re-Housing Program) Homeless Person Overnight Shelter: 10 Persons Assisted (Turning Point Foundation/Our Place Safe Haven: Emergency Shelter and Navigation Center) Other: Not Applicable (HESG Administration & Planning)

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Create and Maintain Quality Neighborhoods	2025	2026	Non-Housing Community Development		Public Facility Maintenance Street Improvements and Infrastructure Disaster Planning and Recovery	CDBG: \$1,000,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5,345 Persons Assisted (Cal Gisler Neighborhood Street Resurfacing & ADA Improvement Project)
5	Effective Administration	2025	2026	Planning and Administration		Not Applicable	CDBG: \$397,663.00 <u>\$414,956.20</u> HOME: \$68,591.00 <u>\$59,901.07</u>	Other: Not Applicable (CDBG Planning & Administration) Other: Not Applicable (HOME Planning & Administration)

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Improve the Supply of Affordable Housing
	Goal Description	Develop and maintain affordable housing opportunities for low- and moderate-income homeowners and renters. <i>(2025/26 Projects: Affordable Housing Development/CHDO Set-Aside; and additional funds to the 2023 D Street Acquisition and Rehabilitation Program)</i>
2	Goal Name	Increase and Improve Social Services
	Goal Description	Increase and improve access to public service programs targeting low- and moderate-income residents. <i>(2025/26 Projects: Palm Vista Senior Center; Recreation Youth Services; OHA Senior Supportive Services; and the Coalition for Family Harmony/Counseling Services for Survivors of Interpersonal Violence)</i>
3	Goal Name	Work to End Homelessness
	Goal Description	In partnership with the Ventura County Continuum of Care, work to end homelessness within Ventura County by providing housing, emergency shelter and social services to homeless persons or those at risk of homelessness. <i>(2025/26 Projects: CDBG – Shelter Care Resources/Foundation First Basic Needs Assistance; CDBG-Turning Point Foundation/Our Place Safe Haven: Emergency Shelter and Multi-Service Navigation Center; ESG-Mercy House Living Centers/Rapid Re-Housing Program; ESG-United Way of Ventura County/Rapid Re-Housing Program; ESG-Turning Point Foundation/Our Place Safe Haven: Emergency Shelter; HESG Administration & Planning)</i>
4	Goal Name	Create and Maintain Quality Neighborhoods
	Goal Description	Enhance and maintain access to livable neighborhoods by improving and maintaining public facilities and infrastructure. <i>(2025/26 Projects: Cal-Gisler Neighborhood Street Resurfacing and ADA Improvement Project)</i>
5	Goal Name	Effective Administration
	Goal Description	Maintain effective housing and community development programs to carry out HUD CPD funded programs and activities. <i>(2025/26 Projects: CDBG Planning & Administration; HOME Planning & Administration)</i>

Projects

AP-35 Projects – 91.220(d)

Introduction

The City is continuing to focus on addressing basic needs, directing funds primarily towards food, shelter, and neighborhood improvements. In this challenging economic environment, and with ever decreasing resources, the City is committed to providing these basic services to our most vulnerable citizens.

In an effort to increase the efficiency of grant management, we are consolidating our grant awards to larger projects. This ultimately has resulted in no grant award below \$10,000, and a significant reduction in the number of grants administered by staff, making the most efficient and effective use of taxpayer dollars.

Projects

#	Project Name
1	DEVELOPMENT OF NEW AFFORDABLE HOUSING HOME: Affordable Housing Development /CHDO Set-Aside (\$674,109.68)
2	HOUSING REHABILITATION CDBG: 2023 D Street Acquisition and Rehabilitation Project (\$441,577.80)
3	HOMELESSNESS - CDBG: Shelter Care Resources/Foundation First Basic Needs Assistance (\$35,000) - CDBG: Turning Point Foundation/Our Place Safe Haven: Emergency Shelter and Multi-Service Navigation Program (\$27,742) - HESG: Mercy Housing Living Centers/Rapid Re-Housing Program (\$72,370) - HESG: United Way of Ventura County/Rapid Re-Housing Program (\$42,120) - HESG: Turning Point Foundation/Our Place Safe Haven: Emergency Shelter (\$56,080) - HESG: HESG Planning and Administration (13,080)
4	SUPPORTIVE SERVICES - CDBG: Palm Vista Senior Center (\$30,000) - CDBG: Recreation Youth Services (\$130,505) - CDBG: OHA Senior Supportive Services (\$50,000) - CDBG: The Coalition for Family Harmony/Counseling Services for Survivors of Interpersonal Violence (\$25,000)
5	STREET IMPROVEMENTS AND INFRASTRUCTURE CDBG: Cal-Gisler Neighborhood Street Resurfacing and ADA Improvement Project (\$1,000,000)
6	ADMINISTRATION - CDBG: CDBG Planning & Administration (\$414,956.20) - HOME: HOME Planning & Administration (\$59,901.)

Table 3 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The priorities and activities outlined above reflect the needs in Oxnard established through the five-year Regional Consolidated Plan. This year's emphasis is on the development of new

affordable rental housing for persons of very low and extremely low income, outreach and engagement to persons who are homeless, and the provision of supportive services to Oxnard's youth and elderly populations. Other major priorities include infrastructure improvements in the City's Cal-Gisler low-income neighborhoods to enhance safety, improve accessibility, and support long-term community development.

The main obstacles to addressing underserved needs in the community include lack of sufficient funding to satisfy unmet needs, very low vacancy rates, and lack of affordable rental housing.

AP-38 Project Summary

Project Summary Information

1	Project Name	DEVELOPMENT OF NEW AFFORDABLE HOUSING
	Target Area	Not Applicable
	Goals Supported	Improve the Supply of Affordable Housing
	Needs Addressed	Development of New Affordable Housing
	Funding	HOME: \$617,325 <u>\$674,109.68</u>
	Description	HOME funds are available for gap financing the participation development of affordable housing.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 5 rental units can be constructed for low- and moderate-income households given the amount of HOME funding available for the development of affordable housing. Project is to be determined.
	Location Description	City of Oxnard, California (to be determined)
	Planned Activities	Financial assistance to a Community Housing Development Organization for the development of at least 5 housing units for low- and moderate-income households in Oxnard. This project includes 15% of the HOME allocation set aside for CHDO's, or \$89,851.61.
2	Project Name	HOUSING REHABILITATION
	Target Area	Not Applicable
	Goals Supported	Improve the Supply of Affordable Housing
	Needs Addressed	Housing Rehabilitation
	Funding	CDBG: \$292,407 <u>\$441,578.00</u>
	Description	Rehabilitation of units to increase the quality of affordable rental housing units and/or preserve housing affordability at 201 South D Street. This project includes adding funds to an existing project, previously approved in the second amendment to the 2023 Annual Action Plan. The project was originally awarded \$3,000,000 in CDBG funding, with approximately \$2.4 million allocated for site acquisition and the remaining \$590,531.55 designated for rehabilitation. With the addition of 2025/26 funding, the total rehabilitation budget will increase to \$1,032,109.55.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	10 low- and moderate-income households housing units
	Location Description	201 South D Street, Oxnard
	Planned Activities	The Oxnard Housing Authority will provide rehabilitation of rental units at 201 South D Street for low- and moderate-income housing households in Oxnard.

3	Project Name	HOMELESSNESS
	Target Area	Not Applicable
	Goals Supported	Work to End Homelessness
	Needs Addressed	Homelessness
	Funding	CDBG: \$62,742.00 ESG: \$175,122.00 \$184,400
	Description	Public services that address homelessness will be funded out of both CDBG and ESG funding sources. The City will fund two homelessness programs with CDBG funds: Shelter Care Resources' <i>Foundation First Basic Needs Assistance</i> (\$35,000), which provides food, clothing, hygiene products, infant and school supplies, and access to a tech center for homeless children and families; and Turning Point Foundation's <i>Our Place Safe Haven</i> (\$27,742), which offers shelter, case management, and support for homeless adults with mental illness. Through HESG, the City will support three additional programs. Mercy House Living Centers will receive \$72,370 for rapid re-housing services, including housing navigation, relocation assistance, deposits, rental aid, and stability counseling. United Way of Ventura County will receive \$42,120 to assist with rental application fees, utility assistance, deposits, short- to medium-term rental help, and arrears. Turning Point Foundation will also receive \$56,080 to provide emergency shelter, case management, and navigation services at <i>Our Place Safe Haven</i>, specializing in serving individuals with mental health conditions, veterans, seniors, transitional youth, and people with disabilities. Finally, \$13,080 (7.5%) in HESG funds will be used for administration and planning.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	• Shelter Care Resources/Foundation First Basic Needs Assistance – 200 persons • Turning Point Foundation/Our Place Safe Haven: Emergency Shelter and Multi-Service Navigation Program – 5 persons • Mercy Housing Living Centers/Rapid Re-Housing Program – 8 households • United Way of Ventura County/Rapid Re-Housing Program – 5 households • Turning Point Foundation/Our Place Safe Haven: Emergency Shelter – 10 persons • HESG Planning and Administration – not applicable

	Location Description	All programs that support homelessness are available to eligible persons citywide, however they are each administered by from the Subrecipients' offices at the following addresses: • Shelter Care Resources/Foundation First Basic Needs Assistance – 940 South A Street, Oxnard, CA 93030 • Turning Point Foundation/Our Place Safe Haven: Emergency Shelter and Multi-Service Navigation Program – 536 E. Thompson Boulevard, Ventura, CA 93001 • Mercy Housing Living Centers/Rapid Re-Housing Program – 351 South K Street, Oxnard, CA 93030 • United Way of Ventura County/Rapid Re-Housing Program – 702 County Square Drive #100, Ventura, CA 93003 • Turning Point Foundation/Our Place Safe Haven: Emergency Shelter – 536 E. Thompson Boulevard, Ventura, CA 93001 • HESG Planning and Administration – 435 South D Street, Oxnard, CA 93030
	Planned Activities	Same as description.

4	Project Name	SUPPORTIVE SERVICES
	Target Area	Not Applicable
	Goals Supported	Increase and Improve Social Services
	Needs Addressed	Supportive Services
	Funding	CDBG: \$235,505.00
	Description	The City of Oxnard proposes to fund four CDBG programs serving youth and seniors. The Cultural and Community Services Department will receive \$30,000 to operate the Palm Vista Senior Center, which offers daily programming, senior nutrition services, volunteer opportunities, and activities such as gardening, excursions, exercise classes, and lawn bowling. The Department will also receive \$130,505 for the Recreation Youth Services Program, which provides activities at the Oxnard PAL, Colonia Memorial Park Veterans Gym, and Southwinds Youth Center. The Oxnard Housing Authority will receive \$50,000 to provide senior supportive services in public housing, funding staff who connect residents to resources that support independent living, health, and mobility, while also assisting with housing matters such as lease compliance and recertifications. Lastly, the Coalition for Family Harmony will receive \$25,000 for <i>Counseling Services for Victims of Interpersonal Violence</i>, offering free therapy sessions to Oxnard residents both in person and virtually.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	• Oxnard Recreation Youth Services: 285 persons • Palm Vista Senior Center: 100 persons • Oxnard Housing Authority: 45 persons • The Coalition for Family Harmony: 50 persons
	Location Description	All CDBG-funded programs serving youth and seniors are available citywide to eligible residents. Services are provided at the following locations: • Palm Vista Senior Center – 801 South C Street, Oxnard 93030 • Colonia Memorial Park Veterans Gym – 195 N. Marquita, Oxnard 93030 • Oxnard Police Activities League (PAL) – 350 South K Street, Oxnard 93030 • Southwinds Youth Center – 300 W. Clara Street, Oxnard 93033 • OHA Senior Supportive Services – 401 South C Street, Oxnard 93030 • The Coalition for Family Harmony – 1000 Town Center Drive, Oxnard 93030
	Planned Activities	Same as description.
5	Project Name	STREET IMPROVEMENTS AND INFRASTRUCTURE
	Target Area	Not Applicable
	Goals Supported	Create and Maintain Quality Neighborhoods
	Needs Addressed	Street Improvements and Infrastructure
	Funding	CDBG: \$1,000,000.00

	Description	The City will allocate \$1,000,000 in CDBG to the Cal Gisler Neighborhood Street Improvement Project. The project includes improvements to streets, sidewalks, and the construction of ADA access ramps for persons with disabilities.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	This project will account for a neighborhood improvement in low- and moderate- income census tract neighborhood, and approximately 5,345 persons will benefit from the project.
	Location Description	The Cal Gisler Neighborhood Street Improvement Project will take place in predominantly residential low- and moderate-income neighborhoods. Affected Census Tracts include CT 3900, BG 1 and 2.
	Planned Activities	Same as description.
6	Project Name	ADMINISTRATION
	Target Area	Not Applicable
	Goals Supported	Effective Administration
	Needs Addressed	Development of New Affordable Housing Housing Rehabilitation Housing Services Housing Stability Homelessness Supportive Services Fair Housing Services Public Facility Maintenance Street Improvements and Infrastructure Economic Support for Small Businesses & Job Training Disaster Planning and Recovery
	Funding	CDBG: \$397,663 \$414,956.00 HOME: \$68,591 \$59,901.00
	Description	The City will conduct the following administration/planning activities: (1) General Administration of CDBG Program, including preparation of Annual Action Plan, budget, applications, certifications and agreements; (2) Coordination of CDBG-funded capital improvement projects; (3) Coordination of Public Service Subrecipients, (4) Coordination of HOME-funded housing projects; (5) Monitoring of CDBG projects/programs to ensure compliance with federal regulations; and (6) Preparation of the CAPER. Up to 20% of the annual CDBG entitlement is allowed for administration activities. The City of Oxnard Housing Department is responsible for administering the HOME program. Up to 10 percent of the HOME allocation will be used to provide for staffing and other program administration costs associated with the HOME program, including planning, reporting, monitoring, and IDIS setup and maintenance.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable.

	Location Description	Citywide
	Planned Activities	Same as description.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The primary national objectives of the ConPlan programs are to benefit LMI residents, therefore, the City's CDBG funds will be targeted to extremely low-, low-, and moderate-income persons citywide. CDBG funds will be used to serve the LMI persons Citywide and in Low-Moderate Areas (LMA). Also, the City will continue to assist the low- and moderate-income persons citywide with HOME and ESG funds.

Geographic Distribution

Target Area	Percentage of Funds
NA	NA

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The need for affordable housing (funded by CDBG and HOME) is present throughout the City. CDBG funds for public improvements are based on LMI persons within LMA Neighborhoods. Regarding the Public Services category of the CDBG funds, the proposed projects will focus on the basic needs of the residents such as mental health, essential and supportive services. The special population such as seniors, homeless and youth will continue to receive their funding for educational needs, shelter support and recreational needs.

Ventura County invests community development resources to address needs of low- and moderate-income persons living throughout the jurisdiction. Each entitlement jurisdiction additionally allocates resources that geographically target specific neighborhoods in which the majority of residents are low- and moderate- income. With limited resources, each community identifies opportunities to target resources at areas that have the greatest need or that would maximize the impact of the investment.

Individual activities funded by the Community Development Block Grant (CDBG) program are designed to benefit low- and moderate-income (LMI) persons or, in the case of activities like parks and streets, areas where at least 51 percent of the residents are low- and moderate-income persons.

ESG allocations are based on the limited clientele distributed citywide. HOME funds are distributed based on the income eligibility of the clients and on a citywide basis.

Supporting efforts in South Oxnard and La Colonia will support two of the most vulnerable and older communities with housing, services and economic stability through up-and-coming programs.

Discussion

As always, the City of Oxnard will continue to look for available public and private resources and creative ways to fund the needy programs.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

HOME funds will be used to provide gap-financing assistance for new construction of multi-family rental units for lower income households. The first phase of Cypress Place, a 90-unit 100% affordable rental development, has been awarded a gap-financing loan of \$1,600,000 in HOME funds for the construction of the 90-unit development and \$1,500,000 CDBG funds for construction of off-site improvements. Cypress Place will include 15 HOME assisted units and is estimated to be completed in fall 2025.

The Etting Road (Dolores Huerta Garden) Apartments, a 58-unit 100% affordable rental development, has been awarded a gap-financing loan of \$1,854,000 in HOME funds for construction of the 58-unit development. Eleven of the units developed in the Etting Road Apartments will be HOME assisted units and are estimated to be completed in Spring 2025. Given that only Dolores Huerta Gardens is expected to be completed in Spring 2025 and Cypress Place is not expected to be completed until fall 2025 then there are only 11 HOME assisted units expected to be completed in FY 2024-2025. A total of 26 HOME assisted units are expected to be completed in calendar year 2025. The City will review new HOME funding applications submitted in FY 2024-2025 and estimates providing gap-financing for the construction of new housing that will result in at least five (5) HOME assisted units. CDBG funds will be used to provide rehabilitation of ten (10) rental housing units.

Habitat for Humanity of Ventura County will continue to utilize previous years CDBG funds for residential rehabilitation assistance to eligible households. The Ventura County Community Development Corporation (VCCDC) will continue to utilize previous years CDBG grants funds for affordable housing loans for homeownership assistance for income eligible families in Oxnard. HOME development financing assistance will leverage development funds from the State of California, developer equity, private financing, and tax credit financing.

Lower-income households continue to pay a high percentage of their income for housing, compared to other income groups. A large percentage of lower-income renters tend to experience overcrowding and inadequate housing conditions as housing problems. In order to help provide decent and affordable housing, and improve the social and economic status for LMI households in Oxnard, the following programs will be available during the next program year:

1. Homeowner Rehabilitation Assistance Program
2. Homeownership Assistance Programs
3. Construction of new affordable dwelling units

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	15
Special-Needs	0
Total	15

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	5
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	15

Table 6 - One Year Goals for Affordable Housing by Support Type

Discussion

Habitat for Humanity of Ventura County will continue to utilize CDBG grant funds from the previous year for the homeowner rehabilitation assistance program. Ventura County Development Corporation (VCCDC) will continue to utilize CDBG grant funds from previous years for Oxnard residents to provide a homeownership assistance program. The City of Oxnard's Affordable Housing and Rehabilitation Department will also continue to provide financial assistance to Community Housing Development Organizations (CHDO) and affordable housing developers to develop affordable housing units throughout the City subject to available funding and as permitted by the funding source. Loan information is provided to interested residents at homeownership fairs, workshops, and from City referrals to VCCDC.

AP-60 Public Housing – 91.220(h)

Introduction

Oxnard Housing Authority (OHA) currently administers 520 public housing units, 1,904 Section 8 rental assistance vouchers, which includes 77 VASH vouchers, 40 Mainstream vouchers, 10 Family Unification vouchers, 46 Emergency Housing vouchers, and provides support services through its Resident Services program and Family Self-Sufficiency (FSS) program. The needs of public housing residents are supported with a Resident Services program which offers a variety of services to families and youth on-site. The FSS program supports and promotes public housing and Section 8 families with homeownership opportunities and economic self-sufficiency. The FSS Program provides one-on-one counseling and individual assistance to families that participate in this program.

Actions planned during the next year to address the needs to public housing

Modernization projects for the public housing units, where most needed, are funded through its Capital Fund program. Each year, in its Annual Plan and Statement, the Capital Fund Program re-prioritizes those projects identified in the 5-year plan.

For Fiscal year 2025-2026, the following capital improvement projects for public housing units are planned:

- CAL 31-3 Colonia Village 504 Conversion \$260,000
- CAL 31-3 Colonia Village Alley Repair \$140,000
- CAL 31-7 Althea Ct Rebuild 8 units \$400,000

Total Planned projects for 2025-2026 \$800,000

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Homeownership opportunities are promoted by offering public housing families homeownership counseling services by Ventura County Community Development Corporation (VCCDC). In addition, families are informed of these services through its Family Self-Sufficiency Program and distribution of flyers to all households.

Public housing residents are encouraged to participate in public housing tenant associations that advocate on behalf of tenants to support efforts to improve public housing stock and living conditions.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable

Discussion

In order to respond to the increasing need for affordable housing units within the community, OHA and the Housing Department will continue to seek new resources of financing new housing development projects and partnering with developers, owners, and CHDO's.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Jurisdictions that receive federal funds for homeless assistance are typically required to conduct a Point In Time Count (PIT) of homeless persons each year. The PIT count was completed on January 22, 2025, with more than 100 volunteers signing up to participate in Oxnard's count. The results of this count are still being tabulated by the Ventura County Continuum of Care. The results will be published in their annual Homeless Count and Survey report, expected in Spring 2025.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Oxnard continued the operation of a year-round homeless shelter and navigation center located on K Street in Oxnard. The City of Oxnard contracted Mercy House to operate the navigation center. The navigation center will continue its operation for the next twelve-month period and beyond. Oxnard has launched an effort to develop a new construction mixed-use development that will include a new replacement navigation center and 110-bed homeless shelter plus other support services and fifty-six units of permanent supportive housing. We expect that this new project will be in operation by August 2025. The shelter will continue operating at the K Street location until that time.

The City continued working with The Salvation Army to provide street outreach services that include practical assistance, housing navigation, employment assistance, health navigation and crisis intervention with the ultimate goal of transitioning chronically homeless individuals towards stable housing. The Street Outreach Team coordinates with Mercy House and the Oxnard Navigation Center as well as the Homeless Liaison Officers with the Oxnard Police Department. The City also began a partnership with Mercy House for street outreach services.

This year, the City continued its partnership with Ventura County Health Care Agency to operate an encampment response program as part of the State's Encampment Resolution Funding program. The program consists of a street outreach and case management team, along with non-congregate emergency shelter by using motel rooms. This project involves proactive engagement with people living in encampments throughout the city, and relocation to non-congregate emergency shelter where clients are connected with a case manager to work towards a housing plan, with the goal of moving into permanent supportive housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

The emergency shelter and transitional housing needs of homeless persons are currently being addressed by several service providers throughout Ventura County. The emergency shelter needs

in the area are met by the following providers:

- Mercy Housing in operation of the Oxnard Navigation Center
- Ventura County Rescue Mission - single men over the age of 18 with rotating stay schedule, 10 nights in/5 nights out
- Kingdom Center - emergency shelter for single women and women with children
- Lighthouse Mission for Women and Children - single women and women with children
- Turning Point Foundation - mentally ill individuals

Transitional housing needs are currently being met by the following providers:

- Kingdom Center - single women and women with children
- Many Mansions - transition aged youth, single women and women with children
- Turning Point Foundation - single mentally ill persons
- Salvation Army - families, single parents and single persons
- Ventura County Human Services Agency - families, single parents and children, and single persons.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

There are many providers that are working diligently to assist homeless persons from not only finding housing, but also to prevent further incidents of homelessness. The Oxnard Housing Authority designates Homeless Set Aside vouchers in issuance of Housing Choice Vouchers and is actively offering permanent housing opportunities, including through the construction of the Central Terrace, Casa Aliento, and Casa de Carmen permanent supportive housing projects. Specific vouchers that the Oxnard Housing Authority uses to address homelessness include Homeless Set Aside Vouchers, Mainstream Housing Vouchers that are prioritized for non-elderly adults with disabilities who are currently homeless or leaving an institution, and Emergency Housing Vouchers through the American Rescue Plan Act.

The Ventura County Human Services Agency (HSA) utilizes County General Funds to provide eviction prevention and rapid re-housing services to all of these populations; they will continue to do this in the forthcoming operating year. Additionally, Ventura County Veterans Services, Health Care for the Homeless, and Ventura County Behavioral Health all work closely with service providers to provide supportive services to assist in reducing the incidence of homelessness as they have also done in the recent past.

The Oxnard Housing Authority works in conjunction with Veterans Affairs to administer housing vouchers for homeless veterans under the VASH program. This program targets chronically

homeless veterans.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Ventura County Continuum of Care has documented discharge policies of all of the above-mentioned services that spell out various directions to ensure persons are not discharged into homelessness. Additionally, as stated earlier, HSA works with qualifying low-income persons and families to avoid homelessness. This is done with the utilization of ESG and Ventura County allocated general fund dollars. Under the CoC discharge policy, in fulfilling the State Mandated Policy (state law related to the discharge protocol), the following are found:

- Health Care Facilities: the County health care system describes the discharge policy as interdisciplinary responsibility. For the persons who require ongoing medical and nursing care and who have no identifiable address they may be discharged to a respite program at the RAIN project, a County operated transitional housing project. Others, upon discharge routinely go to group homes, board and care facilities, or reunite with families and friends.
- Mental Health Facilities: the Ventura County Medical Center Psychiatric Inpatient Unit with the collaboration of Ventura County Behavioral Health and various community agencies provides discharge planning and placement assistance to patients, when leaving the mental health facilities.
- Foster care and other youth facilities: the goal is to provide assisted services to eligible youth and young adults between the ages of 16 and 21 in making a successful transition from foster care to independent living and achieve self-sufficiency. In addition to the County Children and Family Services, a Transitional Age Youth (TAY) center, operated by Pacific Clinics is also available.
- Corrections programs and institutions: upon release, inmates are able to obtain housing in transitional and permanent housing programs, group homes, and sober living homes as well as with family and friends.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

A barrier to affordable housing is a public policy or nongovernmental condition that constrains the development or rehabilitation of affordable housing, such as land use controls, property taxes, state prevailing wage requirements, environmental protection, cost of land and availability of monetary resources. Barriers to affordable housing are distinguished from impediments to fair housing choice in that barriers are lawful and impediments to fair housing choice are usually unlawful.

Barriers or constraints to the affordability of housing exist in many forms. A particular building code that to one sector might be interpreted as a “negative” public policy that acts as a barrier to affordable housing may to another sector be seen as a life-saving necessity – for example, seismic safety construction requirements. The same can be said for zoning and land use regulations. It should be noted that in Ventura County, local growth limitations have been adopted by direct ballot measures. Some of these measures entail costs which can affect housing supply and the cost of housing that is produced.

Barriers to exit homelessness include the lack of a permanent, year-round shelter and the lack of housing units for those at the very low- and low- income spectrum. Because of the high cost to develop housing for these populations and limited public funding to subsidize the development of new affordable housing units, developers often do not have the resources to develop the number of units necessary to house this population. When this occurs, badly needed units go undeveloped, thus further limiting housing opportunities for those hardest to house.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The state of California mandates that jurisdictions include seven elements in their General Plans: land use, transportation, conservation, noise, open space, safety, and housing. Two of these elements – the Housing and Land Use Elements – can directly impact local housing markets because they define key parameters for housing development such as permitted density, required fees, and allowable zoning uses.

The Housing Element details a local government’s strategy to address their jurisdiction’s housing needs and regulate existing and future housing development. In California, the state outlines statutory requirements for each community’s Housing Element which are then subject to review by the Department of Housing and Community Development (HCD) for compliance with state law. Enacted in 1969, the Housing Element law requires that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. The law acknowledges that for the private market to adequately address housing needs and demand, local governments must adopt land use plans and regulatory systems that provide opportunities for

and do not unduly constrain housing development.

Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. Certain barriers to affordability are imposed by the mandates created by State Law (such as preparing and adopting a General Plan and conducting environmental reviews), are adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visibility design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term “barrier” should not be interpreted in the context that local development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed but are the cumulative effect of the development requirements imposed by the layers of government regulations and laws that impact residential development.

Discussion

The City strives to consistently implement all policies and procedures, to review local development standards and review procedures in such a way as to avoid and ensure that such do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City will continue to engage in these efforts to identify and minimize any barriers over which the City has legal authority, in accordance with applicable law.

AP-85 Other Actions – 91.220(k)

Introduction

The City will implement the goals and strategies of the Regional Consolidated Plan to achieve the other actions listed in the next section.

Actions planned to address obstacles to meeting underserved needs

The City will continue to utilize available resources to fund administrative support activities to meet the underserved needs in the community. The City will continue to work with the appropriate state agencies to administer the assets of the former redevelopment agency in the appropriate manner, and to the benefit of the LMI community whenever possible and feasible. Other obstacles include the following:

- Limited availability of funding from federal, state and other sources.
- High cost of housing and provisions in the area which increases the difficulty of meeting affordable housing needs.
- Reduced or frozen funding from state and other sources due to inadequate state revenue.
- The housing and credit crisis causing a negative effect.
- A tight job market has produced an increased demand for production of new housing which is not being met, increasing home prices. Salaries are not commensurate with the high cost of housing in this market. These two factors combine to exacerbate the affordability crisis.
- The Credit Crisis. Credit crisis has limited the availability of capital to develop housing for low-and moderate- income households and special needs groups. City staff will address the challenges of existing and new obstacles in PY 2025 by focusing on the following programmatic and administrative areas:
 - Staff will continue to research the availability of future funding resources that leverage the development of affordable housing units, inclusive of grants, bond financing, Section 108 funding and partnering with other affordable housing developers.
 - CDBG and other funds will be used to fund administrative support for programs that serve the needs of LMI citizens citywide. This is especially critical now that no redevelopment agency funding is available, given that redevelopment agencies no longer exist in California.
 - Staff will continue to collaborate with private sector partners when appropriate in the development and construction of affordable housing.
 - Staff will continue to collaboratively work with the service provider community, non-profit organizations, and neighboring cities and local governmental agencies within the County of Ventura to identify projects that also meet federal community development program eligibility and which can comply with timely draw-down requirements.

Per the regulation CFR 92.251 (a)(2)(vi), broadband infrastructure, the City incorporates this

regulation into each HOME agreement to ensure federal compliance with this statute

Actions planned to foster and maintain affordable housing

The City utilizes its Inclusionary Housing Program to provide significant numbers of affordable housing units. The City's Inclusionary Housing Program is one of forty-four programs identified in the City's 2021-2029 Housing Element identified to facilitate the construction of new affordable housing and to conserve and rehabilitate existing housing. To ensure that Oxnard has enough opportunity sites suitable for residential development and to meet the 2021-2029 Regional Housing Needs Assessment (RHNA) affordable allocation of 2,911 lower income units, the City is relying on the following:

- The Affordable Housing (AH) additive zones (see Supplement 1) with an inventory of 2,466 units on sites
- 44 Vacant and Underutilized Sites (see Supplement 1)
- 224 units on Pending Specific Plans
- 165 units on Pending Annexations
- 490 Project Accessory Dwelling Units (ADUs)

The City of Oxnard has adopted several ordinances that establish inclusionary affordable housing requirements for new developments. Relevant ordinances are City Council Ordinances 2980 and 2999. The Inclusionary Housing Program, pursuant to Ordinance 2980, provides for in-lieu fee payments that can replace the on-site units within a development subject to approval by the City Council. The City adopted updated In-Lieu fees on June 2, 2020. In-lieu fees for development project are as follows:

For-Sale Units: If the in-lieu request is granted, the developer is required to make a payment of \$39,416 for each single-family home and \$38,321 for each multi-family for sale unit in the development. Thereafter, every July 1st these fees will be adjusted by the percentage increase or decrease for the prior twelve months as determined by the Engineering News Record Building Cost Index for the Los Angeles Region.

Rental Units: If the in-lieu request is granted, the developer is required to make a payment of \$30,656.83 for each multi-family rental unit in the development. Thereafter, every July 1st this fee will be adjusted by the percentage increase or decrease for the prior twelve months as determined by the Engineering News Record Building Cost Index for the Los Angeles Region.

In-lieu payments are made when the developer applies for building permits for the approved units. The in-lieu fees collected provide funding support in the form of developer loans to new affordable housing projects and are almost always leveraged with other funding sources. The current in-lieu fund balance is approximately \$1.9 million.

Possible incentives to be offered by the City's Community Development Department may include,

but are not limited to, the following:

- Expedited/streamlined application processing and development review
- Modification of development requirements, such as reduced setbacks and parking standards on a case-by-case basis

Existing incentives include the State Density Bonus Program and Down payment Assistance to low-income residents looking to buy a new home via the City's agreement with the Ventura County Community

Development Commission to administer a Down payment Assistance Program with the use of City CDBG funds. The City's Affordable Housing Additive Zone offers developers the ability to build 30 units to the acre in designated parcels throughout the City in exchange for making 20% of the units affordable.

Actions planned to reduce lead-based paint hazards

Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Elevated Blood Lead Level". OHA staff provides a brochure related to lead based paint hazards to all new tenants and program participants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.

Actions planned to reduce the number of poverty-level families

Eliminating poverty is a clear concern in Oxnard and Ventura County in general. Efforts are constantly underway to improve the quality of life and economic well-being of the residents through collaborative efforts of the following agencies and their programs to provide needed skills for individuals seeking jobs and thereby getting them out of poverty:

- City Corp
- Oxnard Housing Authority
- County of Ventura-Human Services Agency
- City's youth programs such Police Activities League programs and Southwinds Youth Center programs

Actions planned to develop institutional structure

Extensive public and private partnerships have been established and organized to address the City's

housing, homeless, and community development needs: Entitlement Grants workshops and training, Affordable Housing workshops for homeowners, Fair Housing training and other scheduled meetings (such as Pre-construction meetings, Commission on Homelessness meetings, and meetings with County Continuum of Care Council, Housing Committee meetings).

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to collaborate with public and private housing and social service agencies to meet the goals and objectives of the Consolidated Plan. This could be from ongoing meetings, special meetings and task force.

Discussion

The City anticipates new inclusionary affordable housing to be developed within several proposed specific plans and other new projects, including the Central Terrace Apartments, which will include 9 City inclusionary units as well as 77 other 100% affordable units. The Casa de Carmen project (formally known as 2nd and B and the Homeless Solutions Center) will provide 6 City inclusionary units as well as 49 other 100% affordable units. Based on a thorough review, the City does not believe that the current inclusionary housing program is a constraint to the development of housing in addition to the incentives and concessions currently being offered and conversations with local developers who have been able to work within the requirement of the inclusionary housing program and produce housing. To further ensure the program does not pose a constraint, the City has included a monitoring process.

Other actions that the City of Oxnard will continue to improve compliance assessment for all its HUD funded programs and projects by 1) monitoring program and financial performance; 2) compliance with Environmental review: each project is reviewed for compliance with the National Environmental Protection Act. The City will utilize a consulting agreement to assist and perform the environmental reviews for housing developments and facility improvement projects, more complicated, and time consuming projects; 3) Labor Compliance Act; 4) Section 3 Compliance; 5) Procurement and Purchasing: The City has its own procurement and purchasing policies managed by staff in the Finance Department; 6) Partnerships with Citizen Advisory Groups: Inter-Neighborhood Council Forum, Commission on Homelessness, Parks and Recreation and Community Services Commission, Mobile home Park Rent Review Board, and Senior Services Commission.

Continued Actions planned to foster and maintain affordable housing:

The affordable housing additive zones, adopted on October 19, 2021 via Ordinance 2999, are zoning designations that provide opportunities and incentives for the development of affordable residential housing to help the City reach its regional housing needs allocation (RHNA).

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

The information in this section pertains to requirements set forth in HUD regulations that are specific to the CDBG, HOME, and ESG programs.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Other forms of local investments for housing that may be available to projects include financing from the City's in-lieu fees, CDBG, Housing Successor Agency Funds, and Permanent Local Housing Allocation (PLHA) funding. The City also applies for competitive grants in support of affordable housing initiatives and partners with other housing organizations to assist in housing low-income and the unhoused with permanent housing options.

CDBG funds are currently being used for home ownership assistance through a subrecipient.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City does not have a resale provision, therefore the City's policy is to recapture the funds for future HOME-eligible activities. Below describes the City's recapture provisions and procedures.

Recapture Provisions

In the event that the homebuyer fails to satisfy the requirements during the term of the loan, or otherwise defaults, the City shall exercise its legal rights, as set forth in the promissory note and deed of trust, in order to recover the monetary assistance previously provided to the maximum extent permitted by law.

If the recapture provisions are triggered by a sale of the housing unit, (whether voluntary or involuntary – such as foreclosure) or other default, the City shall take all necessary steps to recover the full amount of HOME funds from the net proceeds. The phrase 'net proceeds' is defined as the sales price, minus the loan repayment of the first trust deed (other than HOME funds) and any closing costs.

The HOME Program regulations allow the City to recapture the entire HOME Subsidy, in the event the loan recipient violates the affordability and or term period requirements. However, should the 'net proceeds' not cover the entire HOME Subsidy or not cover any of the HOME Subsidy, the City is required to forgive the remaining balance of the direct HOME Subsidy.

During the term of the loan, the homeowner must repay the loan if it is sold, transferred or refinanced without the City's permission and/or with cash out to the homeowner or the

homeowner does not occupy the residence as a primary residence.

Procedures

The City utilizes an agreement which includes restrictions, and a promissory note secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied

to determine if recapture provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

The City will exercise the rights stipulated in the promissory note, secured by the deed of trust that was recorded with the County Recorder's Office.

Should Borrower transfer (as that term is defined in the Note) the Property during the occupancy period, City shall require that Borrower pay from the net proceeds the full amount of the Loan. For purposes of this Loan Agreement, "net proceeds" shall mean the sales price minus loan repayment (other than CDBG funds) and closing costs.

In the event net proceeds are not sufficient to discharge the full amount of the Loan during the occupancy period plus enable the Borrower to recover his or her initial investment in the Property and documented costs of any capital improvements, Borrower shall share the net proceeds with City. The City's share of the net proceeds shall be calculated as follows:

$$(\text{Amount of Loan} / \text{Amount of Loan} + \text{Borrower's Investment}) = \% \text{ of Net Proceeds that City is entitled to.}$$
 Should the net proceeds not discharge the full amount of the Loan, City shall forgive the remaining balance.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

During the affordability period, the homeowner must resell to another low-income homebuyer if the property is refinanced without the City's permission and/or with cash out to the homeowner or the homeowner does not occupy the residence as a primary residence.

The original homebuyer receives a fair return on investment, (i.e., the homebuyer's down payment plus capital improvements made to the house. It is important to note that in certain circumstances, such as a declining housing market where home values are depreciating, the original homebuyer may not receive a return on his or her investment because the home sold for less or the same price as the original purchase price); and

In the event that the homebuyer fails to satisfy the requirements during the term, or otherwise

defaults, the City shall exercise its legal rights, as set forth in the Resale Restriction Agreement.

Procedures

The City utilizes a Resale Restriction Agreement (RRA) secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if resale provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

If the homeowner defaults or fails to satisfy requirements during the term, the City will exercise the rights stipulated in the Resale Restriction Agreement.

Property must be sold to an eligible low-income homebuyer which shall acquire the unit subject to the continuation of restrictions provided in the RRA through an assumption agreement.

The purchase price must be affordable for a low-income household who earns up to 80% of the area median income, provided by HUD. The monthly cost for principal, interest, taxes, insurance, HOA fees, utilities, and maintenance should not be more than 30% of the monthly income for the household or otherwise stated in the RRA. There is no preference to a particular segment of the low-income population.

The resale price is calculated using one of two methods described below. The method used is identified in the RRA:

- Determined as the affordable housing cost for a family at 80% of AMI paying no more than 30% of the monthly income for the household or in accordance of California Health And Safety Code 50025.5, whichever is lesser, but not less than the original price paid by homebuyer, or
 - Determination using a CPI method to calculate the increase (or decrease) in value of the property. The U.S. Bureau of Labor Statistics Consumer Price Index – All Urban Consumers for the Los Angeles-Riverside- Orange Counties Area (all items based 1982-1984=100) provides the CPI on the date of the calculation and the CPI on the purchase date. The calculation is the CPI on the date of the calculation minus the CPI on the purchase date, plus the cost of improvements to property evidenced with receipts, less 7% depreciation, plus the costs of bringing the housing unit up to current building codes and in a salable condition.
4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required

that will be used under 24 CFR 92.206(b), are as follows:

The City currently does not have any plans to invest HOME funds in this type of activity.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

Not Applicable

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

Not Applicable

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Not Applicable

Emergency Solutions Grant (ESG) Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

The City does not provide any direct client assistance under the ESG program. All written standards vary by service providers and assistance type. However, all providers must ensure recipients meet the minimum qualifications established by HUD for each eligible funded activity. The Ventura County Continuum of Care maintains a Written Standards for HUD CoC and ESG document for subrecipients of ESG funds.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Regional Ventura County Continuum of Care Alliance has established a centralized or coordinated assessment system, Pathways to Home, that provides coordination intake as well as systems to avoid duplication of effort and redundancies.

Pathways to Home is centralized to provide identical information and system-wide tracking through HMIS, of all homeless individuals who seek and /or receive assistance at any one of the various service providers, or through the County directly.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The process for making all sub-awards for ESG recipients are as follows:

- a. The City formally posts the Notice of Available Funds (NOFA) in the regional newspaper, on the City's website, and emails and paper mail are sent to all existing and potential service providers from Ventura to Los Angeles.
 - b. All interested agencies attend information workshop/application training on the process, which includes all deadline dates and times.
 - c. Interested agencies then submit their application, project overview and qualifications.
 - d. The funding recommendations are adjusted to meet the available resources and cap requirements; reviewed by management and then submitted to the City Council for approval.
 - e. All applicants are contacted and urged to attend the City Council meeting in which the items fall on the agenda. All supporting comments and grievances are done at this time.
 - f. The Mayor and City Council directs the City Manager and staff to move forward with final processing.
 - g. Staff prepare all contracts for execution. Additionally, all internal processes are completed in order to encumber funds to each individual agency.
 - h. Contracts are completed and services can begin on July 1.
 - i. All ESG contracts are awarded for two years.
4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City meets the homeless participation requirement by having formerly homeless City staff involved in the consideration of policies and funding decisions regarding facilities and services funded under ESG. Formerly homeless City staff also serve on the Ventura County Continuum of Care Governance Board. In addition, each entity receiving City ESG funding is also asked to provide information as to how they involve the homeless.

5. Describe performance standards for evaluating ESG.

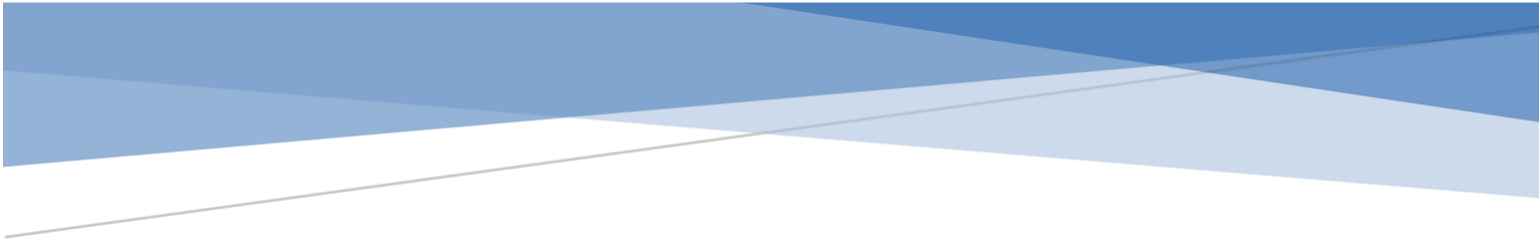
Performance measures are in place to ensure the efficient administration of all ESG funded activities. Additionally, along with the utilization of the HMIS, these measures will hopefully help to reduce the length of family and individuals remain homelessness, reduce the overall incidence of homelessness, and monitor the overall use of emergency shelters. Some of the activity measures are as follows:

- Emergency Shelters: Excluding winter shelters, must be able to document placement of a minimum of 10 percent of the homeless persons or households

- served in the Program Year into transitional or permanent housing.
- Transitional Housing: must be able to document placement of a minimum of 50 percent of the households who completed the transitional housing program in the Program Year into permanent housing. "Household" is defined as all clients including single individuals and families.
- Rapid Re-housing: must show continued housing of clients receiving assistance for at least three months after receiving assistance. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- Eviction Prevention: must show continued housing of clients receiving assistance for at least three months. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- All clients, with the exception of victims of domestic violence, must be entered into the Regional HMIS within 15 days of receiving service(s), and must be exited from the system within 30 days of program completion or termination.
- Minimum Standards: Sub-grantees are expected to have taken steps to meet the Minimum Standards for Homeless Programs within thirty days of executing the Program Year contract.
- Building and Habitability Standards: Any building for which ESG funding is used for renovation, major rehabilitation or conversion must meet local government safety and sanitation standards. In addition, the Sub-Grantee must meet a number of basic standards to ensure that shelter and housing facilities funded through the ESG program are safe, sanitary and adequately maintained.
- Monitoring: City staff will monitor the use of grant funds through a combination of a thorough review of submitted reports, review of audit or financial statements, and monitoring and site visits.
- The City will continue to develop and implement eligible activities using the grant funds and through the monitoring and review processes and techniques in order to comply with the federal specific requirements.

Discussion

The Homeless Services Division continues to fund all the activities prescribed in the HEARTH act. With the subrecipients' partnership, the City's ESG will continue to provide substantial additional leverage funds to invest in the various programs in order to assist the homeless population toward the goal of reduction and ending homelessness. Also, ESG limits the cost categories for administration and planning to 7.5%, and no more than 60% for street outreach and emergency shelter. The remaining balance supports rapid re- housing programs and Homeless Management Information System (HMIS) licensing.



2025 Annual Action Plan

Amendment No. One (Substantial)

**Draft for Council Consideration
Public Comment Period
September 8, 2025 – October 7, 2025**



Prepared by:
City of Oxnard – Housing Department – Grants Management
435 South D Street, Oxnard, California, 93030

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Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

During July 1, 2025, to June 30, 2030, the City of Oxnard anticipates the following allocation of CDBG, HOME and ESG resources.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,074,781.00	100,000.00	0.00 1,000,000.00	2,174,781.00 3,174,781.00	8,825,219.00	Based on 2025 FY allocation from HUD.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	599,010.76	150,000.00	0.00	749,010.76	3,000,989.24	Based on 2025 FY allocation from HUD.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	184,400.00	0.00	0.00	184,400.00	815,600.00	Based on 2025 FY allocation from HUD.

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Jurisdictions leverage federal resources against other sources of federal, state, local, and private funding to maximize the impact of CDBG, HOME, and ESG funds. Leveraging varies from activity to activity depending on the project scope and grant requirements.

Although the CDBG program does not require a match, both the HOME and ESG programs do. The HOME program requires a 25 percent non-federal cash or non-cash match of eligible project costs, excluding up to 10 percent for administration and up to 5 percent for Community Housing Development Organization (CHDO) operating support.

The ESG program requires a dollar-for-dollar (100 percent) match, which may be met with cash or eligible non-cash contributions. ESG grantees report required match detail to the Ventura County Continuum of Care (CoC) on a monthly or semi-annual basis. Matching contributions from ESG grantees (cash or non-cash) may be obtained from any source, including any federal source other than the ESG program, as well as state, local, and private sources, per 24 CFR 576.201. Depending on the financing structure of a given activity, it may be advantageous for the City to use CDBG funds to leverage appropriate resources. Examples of leveraged federal and state resources include, but are not limited to those listed below:

Federal Resources

- Continuum of Care (CoC) Program

- HUD Veterans Affairs Supportive Housing (HUD-VASH)
- Supportive Housing for the Elderly (Section 202)
- Supportive Housing for Persons with Disabilities (Section 811)
- Housing Opportunities for Persons with AIDS (HOPWA)
- YouthBuild
- Federal Low-Income Housing Tax Credit Program
- Project Based Housing Choice Vouchers

State Resources

- Affordable Housing and Sustainable Communities Program
- Building Equity and Growth in Neighborhoods Program (BEGIN)
- CalHFA Single and Multi-Family Program
- CalHome Program
- Encampment Resolution Funds (ERF)
- Homekey
- Homeless Housing, Assistance and Prevention Program (HHAP)
- Housing and Homeless Incentive Program (HHIP)
- Low-Income Housing Tax Credit Program
- Mental Health Service Act (MHSA) Funding
- Multifamily Housing Program (MHP)
- Permanent Local Housing Allocation (PLHA)
- Tax-Exempt Bond Financing

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Most County- and jurisdiction-owned property is used to house County or City operations or is deed-restricted, limiting its feasibility for new uses. The City has been evaluating land it owns, as it becomes available, for the purpose of providing affordable housing and will continue to consider land that is deemed as surplus for the needs identified in the Regional Consolidated Plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve the Supply of Affordable Housing	2025	2026	Affordable Housing		Development of New Affordable Housing Housing Rehabilitation Housing Services Disaster Planning and Recovery	HOME: \$674,109.68 CDBG: \$441,577.80	Rental units constructed: 5 Household Housing Unit <i>(Affordable Housing Development /CHDO Set-Aside)</i> Rental units rehabilitated: 10 Household Housing Unit <i>(2023 D Street Acquisition/Rehabilitation Project)</i>

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Increase and Improve Social Services	2025	2026	Non-Homeless Special Needs Non-Housing Community Development		Supportive Services Fair Housing Services Disaster Planning and Recovery	CDBG: \$30,000.00 CDBG: \$130,505.00 CDBG: \$50,000.00 CDBG: \$25,000.00	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted <i>(Palm Vista Senior Center)</i> Public service activities other than Low/Moderate Income Housing Benefit: 285 Persons Assisted <i>(Recreation Youth Services)</i> Public service activities other than Low/Moderate Income Housing Benefit: 45 Persons Assisted <i>(OHA Senior Support Services)</i> Public service activities other than Low/Moderate Income Housing Benefit: 45 Persons Assisted <i>(Counseling Services for Survivors of Interpersonal Violence)</i>

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Work to End Homelessness	2025	2026	Homeless		Homelessness Supportive Services	CDBG: \$35,000.00 CDBG: \$27,742.00 ESG: \$72,370.00 ESG: \$42,120.00 ESG: \$56,080.00 ESG: \$13,830.00	Public service activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted (Shelter Care Resources/Foundation First Basic Needs Assistance) Public service activities other than Low/Moderate Income Housing Benefit: 5 Persons Assisted (Turning Point Foundation/ Our Place Safe Haven: Emergency Shelter and Multi-Service Navigation Center) Tenant-based rental assistance / Rapid Rehousing: 8 Households Assisted (Mercy House Living Centers/Rapid Re-Housing Program) Tenant-based rental assistance / Rapid Rehousing: 5 Households Assisted (United Way of Ventura County/Rapid Re-Housing Program) Homeless Person Overnight Shelter: 10 Persons Assisted (Turning Point Foundation/Our Place Safe Haven: Emergency Shelter and Navigation Center) Other: Not Applicable (HESG Administration & Planning)

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Create and Maintain Quality Neighborhoods	2025	2026	Non-Housing Community Development		Public Facility Maintenance Street Improvements and Infrastructure Disaster Planning and Recovery	CDBG: \$1,000,000.00 CDBG: \$1,000,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5,345 Persons Assisted <i>(Cal Gisler Neighborhood Street Resurfacing & ADA Improvement Project)</i> Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5,345 Persons Assisted <i>(La Colonia Neighborhood Resurfacing & ADA Improvement Project - Phase III)</i>
5	Effective Administration	2025	2026	Planning and Administration		Not Applicable	CDBG: \$414,956.20 HOME: \$59,901.07	Other: Not Applicable <i>(CDBG Planning & Administration)</i> Other: Not Applicable <i>(HOME Planning & Administration)</i>

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Improve the Supply of Affordable Housing
	Goal Description	Develop and maintain affordable housing opportunities for low- and moderate-income homeowners and renters. <i>(2025/26 Projects: Affordable Housing Development/CHDO Set-Aside; and additional funds to the 2023 D Street Acquisition and Rehabilitation Program)</i>
2	Goal Name	Increase and Improve Social Services
	Goal Description	Increase and improve access to public service programs targeting low- and moderate-income residents. <i>(2025/26 Projects: Palm Vista Senior Center; Recreation Youth Services; OHA Senior Supportive Services; and the Coalition for Family Harmony/Counseling Services for Survivors of Interpersonal Violence)</i>
3	Goal Name	Work to End Homelessness
	Goal Description	In partnership with the Ventura County Continuum of Care, work to end homelessness within Ventura County by providing housing, emergency shelter and social services to homeless persons or those at risk of homelessness. <i>(2025/26 Projects: CDBG – Shelter Care Resources/Foundation First Basic Needs Assistance; CDBG-Turning Point Foundation/Our Place Safe Haven: Emergency Shelter and Multi-Service Navigation Center; ESG-Mercy House Living Centers/Rapid Re-Housing Program; ESG-United Way of Ventura County/Rapid Re-Housing Program; ESG-Turning Point Foundation/Our Place Safe Haven: Emergency Shelter; HESG Administration & Planning)</i>
4	Goal Name	Create and Maintain Quality Neighborhoods
	Goal Description	Enhance and maintain access to livable neighborhoods by improving and maintaining public facilities and infrastructure. <i>(2025/26 Projects: Cal-Gisler Neighborhood Street Resurfacing and ADA Improvement Project; 2024/25 La Colonia Neighborhood Street Resurfacing and ADA Improvement Project – Phase III)</i>
5	Goal Name	Effective Administration
	Goal Description	Maintain effective housing and community development programs to carry out HUD CPD funded programs and activities. <i>(2025/26 Projects: CDBG Planning & Administration; HOME Planning & Administration)</i>

Projects

AP-35 Projects – 91.220(d)

Introduction

The City is continuing to focus on addressing basic needs, directing funds primarily towards food, shelter, and neighborhood improvements. In this challenging economic environment, and with ever decreasing resources, the City is committed to providing these basic services to our most vulnerable citizens.

In an effort to increase the efficiency of grant management, we are consolidating our grant awards to larger projects. This ultimately has resulted in no grant award below \$10,000, and a significant reduction in the number of grants administered by staff, making the most efficient and effective use of taxpayer dollars.

Projects

#	Project Name
1	DEVELOPMENT OF NEW AFFORDABLE HOUSING HOME: Affordable Housing Development /CHDO Set-Aside (\$674,109.68)
2	HOUSING REHABILITATION CDBG: 2023 D Street Acquisition and Rehabilitation Project (\$441,577.80)
3	HOMELESSNESS - CDBG: Shelter Care Resources/Foundation First Basic Needs Assistance (\$35,000) - CDBG: Turning Point Foundation/Our Place Safe Haven: Emergency Shelter and Multi-Service Navigation Program (\$27,742) - HESG: Mercy Housing Living Centers/Rapid Re-Housing Program (\$72,370) - HESG: United Way of Ventura County/Rapid Re-Housing Program (\$42,120) - HESG: Turning Point Foundation/Our Place Safe Haven: Emergency Shelter (\$56,080) - HESG: HESG Planning and Administration (13,080)
4	SUPPORTIVE SERVICES - CDBG: Palm Vista Senior Center (\$30,000) - CDBG: Recreation Youth Services (\$130,505) - CDBG: OHA Senior Supportive Services (\$50,000) - CDBG: The Coalition for Family Harmony/Counseling Services for Survivors of Interpersonal Violence (\$25,000)
5	STREET IMPROVEMENTS AND INFRASTRUCTURE - CDBG: Cal-Gisler Neighborhood Street Resurfacing and ADA Improvement Project (\$1,000,000) - CDBG: La Colonia Neighborhood Street Improvement Project (\$1,000,000)
6	ADMINISTRATION - CDBG: CDBG Planning & Administration (\$414,956.20) - HOME: HOME Planning & Administration (\$59,901.)

Table 3 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The priorities and activities outlined above reflect the needs in Oxnard established through the

five-year Regional Consolidated Plan. This year's emphasis is on the development of new affordable rental housing for persons of very low and extremely low income, outreach and engagement to persons who are homeless, and the provision of supportive services to Oxnard's youth and elderly populations. Other major priorities include infrastructure improvements in the City's Cal-Gisler low-income neighborhoods to enhance safety, improve accessibility, and support long-term community development.

The main obstacles to addressing underserved needs in the community include lack of sufficient funding to satisfy unmet needs, very low vacancy rates, and lack of affordable rental housing.

AP-38 Project Summary

Project Summary Information

1	Project Name	DEVELOPMENT OF NEW AFFORDABLE HOUSING
	Target Area	Not Applicable
	Goals Supported	Improve the Supply of Affordable Housing
	Needs Addressed	Development of New Affordable Housing
	Funding	HOME: \$674,109.68
	Description	HOME funds are available for gap financing the participation development of affordable housing.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 5 rental units can be constructed for low- and moderate-income households given the amount of HOME funding available for the development of affordable housing. Project is to be determined.
	Location Description	City of Oxnard, California (to be determined)
	Planned Activities	Financial assistance to a Community Housing Development Organization for the development of at least 5 housing units for low- and moderate-income households in Oxnard. This project includes 15% of the HOME allocation set aside for CHDO's, or \$89,851.61.
2	Project Name	HOUSING REHABILITATION
	Target Area	Not Applicable
	Goals Supported	Improve the Supply of Affordable Housing
	Needs Addressed	Housing Rehabilitation
	Funding	CDBG: \$441,578.00
	Description	Rehabilitation of units to increase the quality of affordable rental housing units and/or preserve housing affordability at 201 South D Street. This project includes adding funds to an existing project, previously approved in the second amendment to the 2023 Annual Action Plan. The project was originally awarded \$3,000,000 in CDBG funding, with approximately \$2.4 million allocated for site acquisition and the remaining \$590,531.55 designated for rehabilitation. With the addition of 2025/26 funding, the total rehabilitation budget will increase to \$1,032,109.55.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	10 low- and moderate-income households housing units
	Location Description	201 South D Street, Oxnard
	Planned Activities	The Oxnard Housing Authority will provide rehabilitation of rental units at 201 South D Street for low- and moderate-income housing households in Oxnard.

3	Project Name	HOMELESSNESS
	Target Area	Not Applicable
	Goals Supported	Work to End Homelessness
	Needs Addressed	Homelessness
	Funding	CDBG: \$62,742.00 ESG: \$184,400.00
	Description	Public services that address homelessness will be funded out of both CDBG and ESG funding sources. The City will fund two homelessness programs with CDBG funds: Shelter Care Resources' <i>Foundation First Basic Needs Assistance</i> (\$35,000), which provides food, clothing, hygiene products, infant and school supplies, and access to a tech center for homeless children and families; and Turning Point Foundation's <i>Our Place Safe Haven</i> (\$27,742), which offers shelter, case management, and support for homeless adults with mental illness. Through HESG, the City will support three additional programs. Mercy House Living Centers will receive \$72,370 for rapid re-housing services, including housing navigation, relocation assistance, deposits, rental aid, and stability counseling. United Way of Ventura County will receive \$42,120 to assist with rental application fees, utility assistance, deposits, short- to medium-term rental help, and arrears. Turning Point Foundation will also receive \$56,080 to provide emergency shelter, case management, and navigation services at <i>Our Place Safe Haven</i>, specializing in serving individuals with mental health conditions, veterans, seniors, transitional youth, and people with disabilities. Finally, \$13,080 (7.5%) in HESG funds will be used for administration and planning.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	• Shelter Care Resources/Foundation First Basic Needs Assistance – 200 persons • Turning Point Foundation/Our Place Safe Haven: Emergency Shelter and Multi-Service Navigation Program – 5 persons • Mercy Housing Living Centers/Rapid Re-Housing Program – 8 households • United Way of Ventura County/Rapid Re-Housing Program – 5 households • Turning Point Foundation/Our Place Safe Haven: Emergency Shelter – 10 persons • HESG Planning and Administration – not applicable

	Location Description	All programs that support homelessness are available to eligible persons citywide, however they are each administered by from the Subrecipients' offices at the following addresses: ● Shelter Care Resources/Foundation First Basic Needs Assistance – 940 South A Street, Oxnard, CA 93030 ● Turning Point Foundation/Our Place Safe Haven: Emergency Shelter and Multi-Service Navigation Program – 536 E. Thompson Boulevard, Ventura, CA 93001 ● Mercy Housing Living Centers/Rapid Re-Housing Program – 351 South K Street, Oxnard, CA 93030 ● United Way of Ventura County/Rapid Re-Housing Program – 702 County Square Drive #100, Ventura, CA 93003 ● Turning Point Foundation/Our Place Safe Haven: Emergency Shelter – 536 E. Thompson Boulevard, Ventura, CA 93001 ● HESG Planning and Administration – 435 South D Street, Oxnard, CA 93030
	Planned Activities	Same as description.

4	Project Name	SUPPORTIVE SERVICES
	Target Area	Not Applicable
	Goals Supported	Increase and Improve Social Services
	Needs Addressed	Supportive Services
	Funding	CDBG: \$235,505.00
	Description	The City of Oxnard proposes to fund four CDBG programs serving youth and seniors. The Cultural and Community Services Department will receive \$30,000 to operate the Palm Vista Senior Center, which offers daily programming, senior nutrition services, volunteer opportunities, and activities such as gardening, excursions, exercise classes, and lawn bowling. The Department will also receive \$130,505 for the Recreation Youth Services Program, which provides activities at the Oxnard PAL, Colonia Memorial Park Veterans Gym, and Southwinds Youth Center. The Oxnard Housing Authority will receive \$50,000 to provide senior supportive services in public housing, funding staff who connect residents to resources that support independent living, health, and mobility, while also assisting with housing matters such as lease compliance and recertifications. Lastly, the Coalition for Family Harmony will receive \$25,000 for <i>Counseling Services for Victims of Interpersonal Violence</i>, offering free therapy sessions to Oxnard residents both in person and virtually.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	• Oxnard Recreation Youth Services: 285 persons • Palm Vista Senior Center: 100 persons • Oxnard Housing Authority: 45 persons • The Coalition for Family Harmony: 50 persons
	Location Description	All CDBG-funded programs serving youth and seniors are available citywide to eligible residents. Services are provided at the following locations: • Palm Vista Senior Center – 801 South C Street, Oxnard 93030 • Colonia Memorial Park Veterans Gym – 195 N. Marquita, Oxnard 93030 • Oxnard Police Activities League (PAL) – 350 South K Street, Oxnard 93030 • Southwinds Youth Center – 300 W. Clara Street, Oxnard 93033 • OHA Senior Supportive Services – 401 South C Street, Oxnard 93030 • The Coalition for Family Harmony – 1000 Town Center Drive, Oxnard 93030
	Planned Activities	Same as description.
5	Project Name	STREET IMPROVEMENTS AND INFRASTRUCTURE
	Target Area	Not Applicable
	Goals Supported	Create and Maintain Quality Neighborhoods
	Needs Addressed	Street Improvements and Infrastructure
	Funding	CDBG: \$1,000,000.00 \$2,000,000.00

Description	The City will allocate \$1,000,000 in CDBG to the Cal Gisler Neighborhood Street Improvement Project. The project includes improvements to streets, sidewalks, and the construction of ADA access ramps for persons with disabilities. On October 7, 2025, the City is proposing to allocate an additional \$1,000,000 in Community Development Block Grant (CDBG) funds to the La Colonia Neighborhood Street and ADA Improvement Project – Phase III, originally funded in the Fiscal Year 2024/25 Annual Action Plan. The project was previously awarded \$1,000,000 in CDBG funds; with this amendment, the total allocation will increase to \$2,000,000. The scope of work includes street and sidewalk improvements, as well as the installation of Americans with Disabilities Act (ADA)-compliant access ramps to improve accessibility for persons with disabilities.
Target Date	6/30/2026
Estimate the number and type of families that will benefit from the proposed activities	This project will account for a neighborhood improvement in low- and moderate- income census tract neighborhood, and approximately 5,345 persons will benefit from the project.
Location Description	The Cal Gisler Neighborhood Street Improvement Project will take place in predominantly residential low- and moderate-income neighborhoods. Affected Census Tracts include CT 3900, BG 1 and 2. The La Colonia Neighborhood and ADA Improvement Project – Phase II proposes to improve street segments including: 1. E Colonia Rd – From N Oxnard Blvd to N Juanita Ave 2. Cooper Rd – From N Oxnard Blvd to N Juanita Ave 3. N Harrison Ave – From E Colonia Rd to Cooper Rd Alley N/O 4. N Hayes Ave – From E Colonia Rd to Cooper Rd 5. N Grant Ave – From E Colonia Rd to Cooper Rd 6. N Garfield Ave – From E Colonia Rd to Cooper Rd 7. N McKinley Ave – From E Colonia Rd to Cooper Rd 8. N Bonita Ave – From E Colonia Rd to E Third St 9. N Anita Ave – From E Colonia Rd to Cooper Rd 10. N Juanita Ave – From E Colonia Rd to E Third St 11. E First St – From S Harrison Ave to Juanita Ave 12. S Harding Ave – From E First St to E Third St 13. E First St – From Juanita Ave to Rose Ave 14. S Hayes Ave – From 251 S Hayes Ave to Third St 15. E Second St – From Wilson Ave to Campton Dr 16. Navarro St – From E First St to E Third St 17. Campton Dr – From E First St to E Third St 18. Morris St – From Campton Dr to Sarita Dr 19. E Second St – From Campton Dr to Sarita Dr 20. Crawford St – From Campton Dr to Sarita Dr 21. Sarita Dr – From E First St to Second St 22. Sarita Dr – From E Second St to Crawford St 23. Felicia Ct – From N Marquita St to N Marquita St 24. Marquita St Alley E/O – From Felicia Ct to Felicia Ct
Planned Activities	Same as description.

6	Project Name	ADMINISTRATION
	Target Area	Not Applicable
	Goals Supported	Effective Administration
	Needs Addressed	Development of New Affordable Housing Housing Rehabilitation Housing Services Housing Stability Homelessness Supportive Services Fair Housing Services Public Facility Maintenance Street Improvements and Infrastructure Economic Support for Small Businesses & Job Training Disaster Planning and Recovery
	Funding	CDBG: \$414,956 HOME: \$59,901
	Description	The City will conduct the following administration/planning activities: (1) General Administration of CDBG Program, including preparation of Annual Action Plan, budget, applications, certifications and agreements; (2) Coordination of CDBG-funded capital improvement projects; (3) Coordination of Public Service Subrecipients, (4) Coordination of HOME-funded housing projects; (5) Monitoring of CDBG projects/programs to ensure compliance with federal regulations; and (6) Preparation of the CAPER. Up to 20% of the annual CDBG entitlement is allowed for administration activities. The City of Oxnard Housing Department is responsible for administering the HOME program. Up to 10 percent of the HOME allocation will be used to provide for staffing and other program administration costs associated with the HOME program, including planning, reporting, monitoring, and IDIS setup and maintenance.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable.
	Location Description	Citywide
	Planned Activities	Same as description.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The primary national objectives of the ConPlan programs are to benefit LMI residents, therefore, the City's CDBG funds will be targeted to extremely low-, low-, and moderate-income persons citywide. CDBG funds will be used to serve the LMI persons Citywide and in Low-Moderate Areas (LMA). Also, the City will continue to assist the low- and moderate-income persons citywide with HOME and ESG funds.

Geographic Distribution

Target Area	Percentage of Funds
NA	NA

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The need for affordable housing (funded by CDBG and HOME) is present throughout the City. CDBG funds for public improvements are based on LMI persons within LMA Neighborhoods. Regarding the Public Services category of the CDBG funds, the proposed projects will focus on the basic needs of the residents such as mental health, essential and supportive services. The special population such as seniors, homeless and youth will continue to receive their funding for educational needs, shelter support and recreational needs.

Ventura County invests community development resources to address needs of low- and moderate-income persons living throughout the jurisdiction. Each entitlement jurisdiction additionally allocates resources that geographically target specific neighborhoods in which the majority of residents are low- and moderate- income. With limited resources, each community identifies opportunities to target resources at areas that have the greatest need or that would maximize the impact of the investment.

Individual activities funded by the Community Development Block Grant (CDBG) program are designed to benefit low- and moderate-income (LMI) persons or, in the case of activities like parks and streets, areas where at least 51 percent of the residents are low- and moderate-income persons.

ESG allocations are based on the limited clientele distributed citywide. HOME funds are distributed based on the income eligibility of the clients and on a citywide basis.

Supporting efforts in South Oxnard and La Colonia will support two of the most vulnerable and older communities with housing, services and economic stability through up-and-coming programs.

Discussion

As always, the City of Oxnard will continue to look for available public and private resources and creative ways to fund the needy programs.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

HOME funds will be used to provide gap-financing assistance for new construction of multi-family rental units for lower income households. The first phase of Cypress Place, a 90-unit 100% affordable rental development, has been awarded a gap-financing loan of \$1,600,000 in HOME funds for the construction of the 90-unit development and \$1,500,000 CDBG funds for construction of off-site improvements. Cypress Place will include 15 HOME assisted units and is estimated to be completed in fall 2025.

The Etting Road (Dolores Huerta Garden) Apartments, a 58-unit 100% affordable rental development, has been awarded a gap-financing loan of \$1,854,000 in HOME funds for construction of the 58-unit development. Eleven of the units developed in the Etting Road Apartments will be HOME assisted units and are estimated to be completed in Spring 2025. Given that only Dolores Huerta Gardens is expected to be completed in Spring 2025 and Cypress Place is not expected to be completed until fall 2025 then there are only 11 HOME assisted units expected to be completed in FY 2024-2025. A total of 26 HOME assisted units are expected to be completed in calendar year 2025. The City will review new HOME funding applications submitted in FY 2024-2025 and estimates providing gap-financing for the construction of new housing that will result in at least five (5) HOME assisted units. CDBG funds will be used to provide rehabilitation of ten (10) rental housing units.

Habitat for Humanity of Ventura County will continue to utilize previous years CDBG funds for residential rehabilitation assistance to eligible households. The Ventura County Community Development Corporation (VCCDC) will continue to utilize previous years CDBG grants funds for affordable housing loans for homeownership assistance for income eligible families in Oxnard. HOME development financing assistance will leverage development funds from the State of California, developer equity, private financing, and tax credit financing.

Lower-income households continue to pay a high percentage of their income for housing, compared to other income groups. A large percentage of lower-income renters tend to experience overcrowding and inadequate housing conditions as housing problems. In order to help provide decent and affordable housing, and improve the social and economic status for LMI households in Oxnard, the following programs will be available during the next program year:

1. Homeowner Rehabilitation Assistance Program
2. Homeownership Assistance Programs
3. Construction of new affordable dwelling units

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	15
Special-Needs	0
Total	15

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	5
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	15

Table 6 - One Year Goals for Affordable Housing by Support Type

Discussion

Habitat for Humanity of Ventura County will continue to utilize CDBG grant funds from the previous year for the homeowner rehabilitation assistance program. Ventura County Development Corporation (VCCDC) will continue to utilize CDBG grant funds from previous years for Oxnard residents to provide a homeownership assistance program. The City of Oxnard's Affordable Housing and Rehabilitation Department will also continue to provide financial assistance to Community Housing Development Organizations (CHDO) and affordable housing developers to develop affordable housing units throughout the City subject to available funding and as permitted by the funding source. Loan information is provided to interested residents at homeownership fairs, workshops, and from City referrals to VCCDC.

AP-60 Public Housing – 91.220(h)

Introduction

Oxnard Housing Authority (OHA) currently administers 520 public housing units, 1,904 Section 8 rental assistance vouchers, which includes 77 VASH vouchers, 40 Mainstream vouchers, 10 Family Unification vouchers, 46 Emergency Housing vouchers, and provides support services through its Resident Services program and Family Self-Sufficiency (FSS) program. The needs of public housing residents are supported with a Resident Services program which offers a variety of services to families and youth on-site. The FSS program supports and promotes public housing and Section 8 families with homeownership opportunities and economic self-sufficiency. The FSS Program provides one-on-one counseling and individual assistance to families that participate in this program.

Actions planned during the next year to address the needs to public housing

Modernization projects for the public housing units, where most needed, are funded through its Capital Fund program. Each year, in its Annual Plan and Statement, the Capital Fund Program re-prioritizes those projects identified in the 5-year plan.

For Fiscal year 2025-2026, the following capital improvement projects for public housing units are planned:

- CAL 31-3 Colonia Village 504 Conversion \$260,000
- CAL 31-3 Colonia Village Alley Repair \$140,000
- CAL 31-7 Althea Ct Rebuild 8 units \$400,000

Total Planned projects for 2025-2026 \$800,000

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Homeownership opportunities are promoted by offering public housing families homeownership counseling services by Ventura County Community Development Corporation (VCCDC). In addition, families are informed of these services through its Family Self-Sufficiency Program and distribution of flyers to all households.

Public housing residents are encouraged to participate in public housing tenant associations that advocate on behalf of tenants to support efforts to improve public housing stock and living conditions.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable

Discussion

In order to respond to the increasing need for affordable housing units within the community, OHA and the Housing Department will continue to seek new resources of financing new housing development projects and partnering with developers, owners, and CHDO's.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Jurisdictions that receive federal funds for homeless assistance are typically required to conduct a Point In Time Count (PIT) of homeless persons each year. The PIT count was completed on January 22, 2025, with more than 100 volunteers signing up to participate in Oxnard's count. The results of this count are still being tabulated by the Ventura County Continuum of Care. The results will be published in their annual Homeless Count and Survey report, expected in Spring 2025.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Oxnard continued the operation of a year-round homeless shelter and navigation center located on K Street in Oxnard. The City of Oxnard contracted Mercy House to operate the navigation center. The navigation center will continue its operation for the next twelve-month period and beyond. Oxnard has launched an effort to develop a new construction mixed-use development that will include a new replacement navigation center and 110-bed homeless shelter plus other support services and fifty-six units of permanent supportive housing. We expect that this new project will be in operation by August 2025. The shelter will continue operating at the K Street location until that time.

The City continued working with The Salvation Army to provide street outreach services that include practical assistance, housing navigation, employment assistance, health navigation and crisis intervention with the ultimate goal of transitioning chronically homeless individuals towards stable housing. The Street Outreach Team coordinates with Mercy House and the Oxnard Navigation Center as well as the Homeless Liaison Officers with the Oxnard Police Department. The City also began a partnership with Mercy House for street outreach services.

This year, the City continued its partnership with Ventura County Health Care Agency to operate an encampment response program as part of the State's Encampment Resolution Funding program. The program consists of a street outreach and case management team, along with non-congregate emergency shelter by using motel rooms. This project involves proactive engagement with people living in encampments throughout the city, and relocation to non-congregate emergency shelter where clients are connected with a case manager to work towards a housing plan, with the goal of moving into permanent supportive housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

The emergency shelter and transitional housing needs of homeless persons are currently being addressed by several service providers throughout Ventura County. The emergency shelter needs

in the area are met by the following providers:

- Mercy Housing in operation of the Oxnard Navigation Center
- Ventura County Rescue Mission - single men over the age of 18 with rotating stay schedule, 10 nights in/5 nights out
- Kingdom Center - emergency shelter for single women and women with children
- Lighthouse Mission for Women and Children - single women and women with children
- Turning Point Foundation - mentally ill individuals

Transitional housing needs are currently being met by the following providers:

- Kingdom Center - single women and women with children
- Many Mansions - transition aged youth, single women and women with children
- Turning Point Foundation - single mentally ill persons
- Salvation Army - families, single parents and single persons
- Ventura County Human Services Agency - families, single parents and children, and single persons.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

There are many providers that are working diligently to assist homeless persons from not only finding housing, but also to prevent further incidents of homelessness. The Oxnard Housing Authority designates Homeless Set Aside vouchers in issuance of Housing Choice Vouchers and is actively offering permanent housing opportunities, including through the construction of the Central Terrace, Casa Aliento, and Casa de Carmen permanent supportive housing projects. Specific vouchers that the Oxnard Housing Authority uses to address homelessness include Homeless Set Aside Vouchers, Mainstream Housing Vouchers that are prioritized for non-elderly adults with disabilities who are currently homeless or leaving an institution, and Emergency Housing Vouchers through the American Rescue Plan Act.

The Ventura County Human Services Agency (HSA) utilizes County General Funds to provide eviction prevention and rapid re-housing services to all of these populations; they will continue to do this in the forthcoming operating year. Additionally, Ventura County Veterans Services, Health Care for the Homeless, and Ventura County Behavioral Health all work closely with service providers to provide supportive services to assist in reducing the incidence of homelessness as they have also done in the recent past.

The Oxnard Housing Authority works in conjunction with Veterans Affairs to administer housing vouchers for homeless veterans under the VASH program. This program targets chronically

homeless veterans.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Ventura County Continuum of Care has documented discharge policies of all of the above-mentioned services that spell out various directions to ensure persons are not discharged into homelessness. Additionally, as stated earlier, HSA works with qualifying low-income persons and families to avoid homelessness. This is done with the utilization of ESG and Ventura County allocated general fund dollars. Under the CoC discharge policy, in fulfilling the State Mandated Policy (state law related to the discharge protocol), the following are found:

- Health Care Facilities: the County health care system describes the discharge policy as interdisciplinary responsibility. For the persons who require ongoing medical and nursing care and who have no identifiable address they may be discharged to a respite program at the RAIN project, a County operated transitional housing project. Others, upon discharge routinely go to group homes, board and care facilities, or reunite with families and friends.
- Mental Health Facilities: the Ventura County Medical Center Psychiatric Inpatient Unit with the collaboration of Ventura County Behavioral Health and various community agencies provides discharge planning and placement assistance to patients, when leaving the mental health facilities.
- Foster care and other youth facilities: the goal is to provide assisted services to eligible youth and young adults between the ages of 16 and 21 in making a successful transition from foster care to independent living and achieve self-sufficiency. In addition to the County Children and Family Services, a Transitional Age Youth (TAY) center, operated by Pacific Clinics is also available.
- Corrections programs and institutions: upon release, inmates are able to obtain housing in transitional and permanent housing programs, group homes, and sober living homes as well as with family and friends.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

A barrier to affordable housing is a public policy or nongovernmental condition that constrains the development or rehabilitation of affordable housing, such as land use controls, property taxes, state prevailing wage requirements, environmental protection, cost of land and availability of monetary resources. Barriers to affordable housing are distinguished from impediments to fair housing choice in that barriers are lawful and impediments to fair housing choice are usually unlawful.

Barriers or constraints to the affordability of housing exist in many forms. A particular building code that to one sector might be interpreted as a “negative” public policy that acts as a barrier to affordable housing may to another sector be seen as a life-saving necessity – for example, seismic safety construction requirements. The same can be said for zoning and land use regulations. It should be noted that in Ventura County, local growth limitations have been adopted by direct ballot measures. Some of these measures entail costs which can affect housing supply and the cost of housing that is produced.

Barriers to exit homelessness include the lack of a permanent, year-round shelter and the lack of housing units for those at the very low- and low- income spectrum. Because of the high cost to develop housing for these populations and limited public funding to subsidize the development of new affordable housing units, developers often do not have the resources to develop the number of units necessary to house this population. When this occurs, badly needed units go undeveloped, thus further limiting housing opportunities for those hardest to house.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The state of California mandates that jurisdictions include seven elements in their General Plans: land use, transportation, conservation, noise, open space, safety, and housing. Two of these elements – the Housing and Land Use Elements – can directly impact local housing markets because they define key parameters for housing development such as permitted density, required fees, and allowable zoning uses.

The Housing Element details a local government’s strategy to address their jurisdiction’s housing needs and regulate existing and future housing development. In California, the state outlines statutory requirements for each community’s Housing Element which are then subject to review by the Department of Housing and Community Development (HCD) for compliance with state law. Enacted in 1969, the Housing Element law requires that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. The law acknowledges that for the private market to adequately address housing needs and demand, local governments must adopt land use plans and regulatory systems that provide opportunities for

and do not unduly constrain housing development.

Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. Certain barriers to affordability are imposed by the mandates created by State Law (such as preparing and adopting a General Plan and conducting environmental reviews), are adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visibility design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term “barrier” should not be interpreted in the context that local development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed but are the cumulative effect of the development requirements imposed by the layers of government regulations and laws that impact residential development.

Discussion

The City strives to consistently implement all policies and procedures, to review local development standards and review procedures in such a way as to avoid and ensure that such do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City will continue to engage in these efforts to identify and minimize any barriers over which the City has legal authority, in accordance with applicable law.

AP-85 Other Actions – 91.220(k)

Introduction

The City will implement the goals and strategies of the Regional Consolidated Plan to achieve the other actions listed in the next section.

Actions planned to address obstacles to meeting underserved needs

The City will continue to utilize available resources to fund administrative support activities to meet the underserved needs in the community. The City will continue to work with the appropriate state agencies to administer the assets of the former redevelopment agency in the appropriate manner, and to the benefit of the LMI community whenever possible and feasible. Other obstacles include the following:

- Limited availability of funding from federal, state and other sources.
- High cost of housing and provisions in the area which increases the difficulty of meeting affordable housing needs.
- Reduced or frozen funding from state and other sources due to inadequate state revenue.
- The housing and credit crisis causing a negative effect.
- A tight job market has produced an increased demand for production of new housing which is not being met, increasing home prices. Salaries are not commensurate with the high cost of housing in this market. These two factors combine to exacerbate the affordability crisis.
- The Credit Crisis. Credit crisis has limited the availability of capital to develop housing for low-and moderate- income households and special needs groups. City staff will address the challenges of existing and new obstacles in PY 2025 by focusing on the following programmatic and administrative areas:
 - Staff will continue to research the availability of future funding resources that leverage the development of affordable housing units, inclusive of grants, bond financing, Section 108 funding and partnering with other affordable housing developers.
 - CDBG and other funds will be used to fund administrative support for programs that serve the needs of LMI citizens citywide. This is especially critical now that no redevelopment agency funding is available, given that redevelopment agencies no longer exist in California.
 - Staff will continue to collaborate with private sector partners when appropriate in the development and construction of affordable housing.
 - Staff will continue to collaboratively work with the service provider community, non-profit organizations, and neighboring cities and local governmental agencies within the County of Ventura to identify projects that also meet federal community development program eligibility and which can comply with timely draw-down requirements.

Per the regulation CFR 92.251 (a)(2)(vi), broadband infrastructure, the City incorporates this

regulation into each HOME agreement to ensure federal compliance with this statute

Actions planned to foster and maintain affordable housing

The City utilizes its Inclusionary Housing Program to provide significant numbers of affordable housing units. The City's Inclusionary Housing Program is one of forty-four programs identified in the City's 2021-2029 Housing Element identified to facilitate the construction of new affordable housing and to conserve and rehabilitate existing housing. To ensure that Oxnard has enough opportunity sites suitable for residential development and to meet the 2021-2029 Regional Housing Needs Assessment (RHNA) affordable allocation of 2,911 lower income units, the City is relying on the following:

- The Affordable Housing (AH) additive zones (see Supplement 1) with an inventory of 2,466 units on sites
- 44 Vacant and Underutilized Sites (see Supplement 1)
- 224 units on Pending Specific Plans
- 165 units on Pending Annexations
- 490 Project Accessory Dwelling Units (ADUs)

The City of Oxnard has adopted several ordinances that establish inclusionary affordable housing requirements for new developments. Relevant ordinances are City Council Ordinances 2980 and 2999. The Inclusionary Housing Program, pursuant to Ordinance 2980, provides for in-lieu fee payments that can replace the on-site units within a development subject to approval by the City Council. The City adopted updated In-Lieu fees on June 2, 2020. In-lieu fees for development project are as follows:

For-Sale Units: If the in-lieu request is granted, the developer is required to make a payment of \$39,416 for each single-family home and \$38,321 for each multi-family for sale unit in the development. Thereafter, every July 1st these fees will be adjusted by the percentage increase or decrease for the prior twelve months as determined by the Engineering News Record Building Cost Index for the Los Angeles Region.

Rental Units: If the in-lieu request is granted, the developer is required to make a payment of \$30,656.83 for each multi-family rental unit in the development. Thereafter, every July 1st this fee will be adjusted by the percentage increase or decrease for the prior twelve months as determined by the Engineering News Record Building Cost Index for the Los Angeles Region.

In-lieu payments are made when the developer applies for building permits for the approved units. The in-lieu fees collected provide funding support in the form of developer loans to new affordable housing projects and are almost always leveraged with other funding sources. The current in-lieu fund balance is approximately \$1.9 million.

Possible incentives to be offered by the City's Community Development Department may include,

but are not limited to, the following:

- Expedited/streamlined application processing and development review
- Modification of development requirements, such as reduced setbacks and parking standards on a case- by-case basis

Existing incentives include the State Density Bonus Program and Down payment Assistance to low-income residents looking to buy a new home via the City's agreement with the Ventura County Community

Development Commission to administer a Down payment Assistance Program with the use of City CDBG funds. The City's Affordable Housing Additive Zone offers developers the ability to build 30 units to the acre in designated parcels throughout the City in exchange for making 20% of the units affordable.

Actions planned to reduce lead-based paint hazards

Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead- based paint, as applicable. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Elevated Blood Lead Level". OHA staff provides a brochure related to lead based paint hazards to all new tenants and program participants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.

Actions planned to reduce the number of poverty-level families

Eliminating poverty is a clear concern in Oxnard and Ventura County in general. Efforts are constantly underway to improve the quality of life and economic well-being of the residents through collaborative efforts of the following agencies and their programs to provide needed skills for individuals seeking jobs and thereby getting them out of poverty:

- City Corp
- Oxnard Housing Authority
- County of Ventura-Human Services Agency
- City's youth programs such Police Activities League programs and Southwinds Youth Center programs

Actions planned to develop institutional structure

Extensive public and private partnerships have been established and organized to address the City's

housing, homeless, and community development needs: Entitlement Grants workshops and training, Affordable Housing workshops for homeowners, Fair Housing training and other scheduled meetings (such as Pre-construction meetings, Commission on Homelessness meetings, and meetings with County Continuum of Care Council, Housing Committee meetings).

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to collaborate with public and private housing and social service agencies to meet the goals and objectives of the Consolidated Plan. This could be from ongoing meetings, special meetings and task force.

Discussion

The City anticipates new inclusionary affordable housing to be developed within several proposed specific plans and other new projects, including the Central Terrace Apartments, which will include 9 City inclusionary units as well as 77 other 100% affordable units. The Casa de Carmen project (formally known as 2nd and B and the Homeless Solutions Center) will provide 6 City inclusionary units as well as 49 other 100% affordable units. Based on a thorough review, the City does not believe that the current inclusionary housing program is a constraint to the development of housing in addition to the incentives and concessions currently being offered and conversations with local developers who have been able to work within the requirement of the inclusionary housing program and produce housing. To further ensure the program does not pose a constraint, the City has included a monitoring process.

Other actions that the City of Oxnard will continue to improve compliance assessment for all its HUD funded programs and projects by 1) monitoring program and financial performance; 2) compliance with Environmental review: each project is reviewed for compliance with the National Environmental Protection Act. The City will utilize a consulting agreement to assist and perform the environmental reviews for housing developments and facility improvement projects, more complicated, and time consuming projects; 3) Labor Compliance Act; 4) Section 3 Compliance; 5) Procurement and Purchasing: The City has its own procurement and purchasing policies managed by staff in the Finance Department; 6) Partnerships with Citizen Advisory Groups: Inter-Neighborhood Council Forum, Commission on Homelessness, Parks and Recreation and Community Services Commission, Mobile home Park Rent Review Board, and Senior Services Commission.

Continued Actions planned to foster and maintain affordable housing:

The affordable housing additive zones, adopted on October 19, 2021 via Ordinance 2999, are zoning designations that provide opportunities and incentives for the development of affordable residential housing to help the City reach its regional housing needs allocation (RHNA).

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

The information in this section pertains to requirements set forth in HUD regulations that are specific to the CDBG, HOME, and ESG programs.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Other forms of local investments for housing that may be available to projects include financing from the City's in-lieu fees, CDBG, Housing Successor Agency Funds, and Permanent Local Housing Allocation (PLHA) funding. The City also applies for competitive grants in support of affordable housing initiatives and partners with other housing organizations to assist in housing low-income and the unhoused with permanent housing options.

CDBG funds are currently being used for home ownership assistance through a subrecipient.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City does not have a resale provision, therefore the City's policy is to recapture the funds for future HOME-eligible activities. Below describes the City's recapture provisions and procedures.

Recapture Provisions

In the event that the homebuyer fails to satisfy the requirements during the term of the loan, or otherwise defaults, the City shall exercise its legal rights, as set forth in the promissory note and deed of trust, in order to recover the monetary assistance previously provided to the maximum extent permitted by law.

If the recapture provisions are triggered by a sale of the housing unit, (whether voluntary or involuntary – such as foreclosure) or other default, the City shall take all necessary steps to recover the full amount of HOME funds from the net proceeds. The phrase 'net proceeds' is defined as the sales price, minus the loan repayment of the first trust deed (other than HOME funds) and any closing costs.

The HOME Program regulations allow the City to recapture the entire HOME Subsidy, in the event the loan recipient violates the affordability and or term period requirements. However, should the 'net proceeds' not cover the entire HOME Subsidy or not cover any of the HOME Subsidy, the City is required to forgive the remaining balance of the direct HOME Subsidy.

During the term of the loan, the homeowner must repay the loan if it is sold, transferred or refinanced without the City's permission and/or with cash out to the homeowner or the

homeowner does not occupy the residence as a primary residence.

Procedures

The City utilizes an agreement which includes restrictions, and a promissory note secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied

to determine if recapture provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

The City will exercise the rights stipulated in the promissory note, secured by the deed of trust that was recorded with the County Recorder's Office.

Should Borrower transfer (as that term is defined in the Note) the Property during the occupancy period, City shall require that Borrower pay from the net proceeds the full amount of the Loan. For purposes of this Loan Agreement, "net proceeds" shall mean the sales price minus loan repayment (other than CDBG funds) and closing costs.

In the event net proceeds are not sufficient to discharge the full amount of the Loan during the occupancy period plus enable the Borrower to recover his or her initial investment in the Property and documented costs of any capital improvements, Borrower shall share the net proceeds with City. The City's share of the net proceeds shall be calculated as follows:

$$(\text{Amount of Loan} / \text{Amount of Loan} + \text{Borrower's Investment}) = \% \text{ of Net Proceeds that City is entitled to.}$$

Should the net proceeds not discharge the full amount of the Loan, City shall forgive the remaining balance.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

During the affordability period, the homeowner must resell to another low-income homebuyer if the property is refinanced without the City's permission and/or with cash out to the homeowner or the homeowner does not occupy the residence as a primary residence.

The original homebuyer receives a fair return on investment, (i.e., the homebuyer's down payment plus capital improvements made to the house. It is important to note that in certain circumstances, such as a declining housing market where home values are depreciating, the original homebuyer may not receive a return on his or her investment because the home sold for less or the same price as the original purchase price); and

In the event that the homebuyer fails to satisfy the requirements during the term, or otherwise

defaults, the City shall exercise its legal rights, as set forth in the Resale Restriction Agreement.

Procedures

The City utilizes a Resale Restriction Agreement (RRA) secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if resale provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

If the homeowner defaults or fails to satisfy requirements during the term, the City will exercise the rights stipulated in the Resale Restriction Agreement.

Property must be sold to an eligible low-income homebuyer which shall acquire the unit subject to the continuation of restrictions provided in the RRA through an assumption agreement.

The purchase price must be affordable for a low-income household who earns up to 80% of the area median income, provided by HUD. The monthly cost for principal, interest, taxes, insurance, HOA fees, utilities, and maintenance should not be more than 30% of the monthly income for the household or otherwise stated in the RRA. There is no preference to a particular segment of the low-income population.

The resale price is calculated using one of two methods described below. The method used is identified in the RRA:

- Determined as the affordable housing cost for a family at 80% of AMI paying no more than 30% of the monthly income for the household or in accordance of California Health And Safety Code 50025.5, whichever is lesser, but not less than the original price paid by homebuyer, or
 - Determination using a CPI method to calculate the increase (or decrease) in value of the property. The U.S. Bureau of Labor Statistics Consumer Price Index – All Urban Consumers for the Los Angeles-Riverside- Orange Counties Area (all items based 1982-1984=100) provides the CPI on the date of the calculation and the CPI on the purchase date. The calculation is the CPI on the date of the calculation minus the CPI on the purchase date, plus the cost of improvements to property evidenced with receipts, less 7% depreciation, plus the costs of bringing the housing unit up to current building codes and in a salable condition.
4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required

that will be used under 24 CFR 92.206(b), are as follows:

The City currently does not have any plans to invest HOME funds in this type of activity.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

Not Applicable

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

Not Applicable

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Not Applicable

Emergency Solutions Grant (ESG) Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

The City does not provide any direct client assistance under the ESG program. All written standards vary by service providers and assistance type. However, all providers must ensure recipients meet the minimum qualifications established by HUD for each eligible funded activity. The Ventura County Continuum of Care maintains a Written Standards for HUD CoC and ESG document for subrecipients of ESG funds.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Regional Ventura County Continuum of Care Alliance has established a centralized or coordinated assessment system, Pathways to Home, that provides coordination intake as well as systems to avoid duplication of effort and redundancies.

Pathways to Home is centralized to provide identical information and system-wide tracking through HMIS, of all homeless individuals who seek and /or receive assistance at any one of the various service providers, or through the County directly.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The process for making all sub-awards for ESG recipients are as follows:

- a. The City formally posts the Notice of Available Funds (NOFA) in the regional newspaper, on the City's website, and emails and paper mail are sent to all existing and potential service providers from Ventura to Los Angeles.
 - b. All interested agencies attend information workshop/application training on the process, which includes all deadline dates and times.
 - c. Interested agencies then submit their application, project overview and qualifications.
 - d. The funding recommendations are adjusted to meet the available resources and cap requirements; reviewed by management and then submitted to the City Council for approval.
 - e. All applicants are contacted and urged to attend the City Council meeting in which the items fall on the agenda. All supporting comments and grievances are done at this time.
 - f. The Mayor and City Council directs the City Manager and staff to move forward with final processing.
 - g. Staff prepare all contracts for execution. Additionally, all internal processes are completed in order to encumber funds to each individual agency.
 - h. Contracts are completed and services can begin on July 1.
 - i. All ESG contracts are awarded for two years.
4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City meets the homeless participation requirement by having formerly homeless City staff involved in the consideration of policies and funding decisions regarding facilities and services funded under ESG. Formerly homeless City staff also serve on the Ventura County Continuum of Care Governance Board. In addition, each entity receiving City ESG funding is also asked to provide information as to how they involve the homeless.

5. Describe performance standards for evaluating ESG.

Performance measures are in place to ensure the efficient administration of all ESG funded activities. Additionally, along with the utilization of the HMIS, these measures will hopefully help to reduce the length of family and individuals remain homelessness, reduce the overall incidence of homelessness, and monitor the overall use of emergency shelters. Some of the activity measures are as follows:

- Emergency Shelters: Excluding winter shelters, must be able to document placement of a minimum of 10 percent of the homeless persons or households

- served in the Program Year into transitional or permanent housing.
- Transitional Housing: must be able to document placement of a minimum of 50 percent of the households who completed the transitional housing program in the Program Year into permanent housing. "Household" is defined as all clients including single individuals and families.
 - Rapid Re-housing: must show continued housing of clients receiving assistance for at least three months after receiving assistance. This should be done via case management of clients, documentation and HMIS entry and exit dates.
 - Eviction Prevention: must show continued housing of clients receiving assistance for at least three months. This should be done via case management of clients, documentation and HMIS entry and exit dates.
 - All clients, with the exception of victims of domestic violence, must be entered into the Regional HMIS within 15 days of receiving service(s), and must be exited from the system within 30 days of program completion or termination.
 - Minimum Standards: Sub-grantees are expected to have taken steps to meet the Minimum Standards for Homeless Programs within thirty days of executing the Program Year contract.
 - Building and Habitability Standards: Any building for which ESG funding is used for renovation, major rehabilitation or conversion must meet local government safety and sanitation standards. In addition, the Sub-Grantee must meet a number of basic standards to ensure that shelter and housing facilities funded through the ESG program are safe, sanitary and adequately maintained.
 - Monitoring: City staff will monitor the use of grant funds through a combination of a thorough review of submitted reports, review of audit or financial statements, and monitoring and site visits.
 - The City will continue to develop and implement eligible activities using the grant funds and through the monitoring and review processes and techniques in order to comply with the federal specific requirements.

Discussion

The Homeless Services Division continues to fund all the activities prescribed in the HEARTH act. With the subrecipients' partnership, the City's ESG will continue to provide substantial additional leverage funds to invest in the various programs in order to assist the homeless population toward the goal of reduction and ending homelessness. Also, ESG limits the cost categories for administration and planning to 7.5%, and no more than 60% for street outreach and emergency shelter. The remaining balance supports rapid re- housing programs and Homeless Management Information System (HMIS) licensing.

FIRST SUBSTANTIAL AMENDMENT TO THE FY 2025-26 ANNUAL ACTION PLAN

Brenda Lopez
Housing Director

City Council
October 7, 2025

1. Annually, the City prepares an Annual Action Plan (AAP) in connection with the Regional Five-Year Consolidated Plan (Consolidated Plan) detailing how the City will spend Department of Housing and Urban Development (HUD) federal funding, specifically Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG).
2. The Consolidated Plan was adopted by the Oxnard City Council on May 6, 2025. The Plan establishes regional goals which address high-priority needs in the community.
3. The AAP: identifies the projects/programs to be undertaken during the upcoming fiscal year and acts as the City's application process for the CDBG, HOME and ESG programs. The recommendations are based on *estimated* funding figures.
4. HUD regulations allow for changes to be made to the AAP. Substantial changes (introduction of a new activity, cancellation of an existing activity, or reallocation of \$200K or more) requires public noticing and a public hearing prior to approval.
5. HUD requires that a grantee's undisbursed balance of CDBG funds in its line of credit not exceed 1.5 times its most recent annual grant allocation (The 2026 limit for the City is \$3,112,171.50).

6. As of August 2025, the unexpended CDBG fund balance is \$6,070,197 which includes funding currently under contract plus \$1,000,000.00 of *uncommitted* funds.
7. This public hearing seeks to amend the FY 2025-26 AAP to add funding to a previously approved public infrastructure project. The City is proposing to allocate the uncommitted funds (\$1,000,000) to the La Colonia Neighborhood Street Resurfacing and ADA Improvement Project – Phase III (“La Colonia Project”) that was previously approved in the FY 2024-25 AAP and awarded \$1,000,000.
8. Proposed reallocation to a “shovel-ready” project will also assist the City in meeting the federal CDBG timeliness requirement.
9. Staff has confirmed that the amended \$2,000,000 allocation to the La Colonia Project can be fully expended by the end of calendar year 2025.
10. This timely expenditure will help ensure compliance with federal regulations and improve the City’s overall performance in the CDBG program.

La Colonia Neighborhood Street Resurfacing and ADA Improvement Project- Phase III (“La Colonia Project”) (C2209):

1. Original Engineer’s estimate was \$6,853,000.
2. Competitive Solicitation was completed, one bid was received totaling \$8,665,561.51 not including other required soft costs which will bring the total project cost to approximately \$10.4 million.
3. Public Works’ street and sidewalk improvement project in predominantly residential and low-and moderate-income neighborhood.
4. Approximately 2,600 residents will benefit from the improvements.
5. Staff proposes to allocate an additional \$1,000,000 to the La Colonia Project to assist in closing funding gap for the project.
6. Proposed allocation advances the Consolidated Plan goal of creating and maintaining quality neighborhoods, helps the City meets its timely grant expenditure requirements and has a future benefit for the larger citywide Neighborhood Street Resurfacing CIP project. Without the additional CDBG, other funding sources for other projects, would have to be used.

Activity	Allocation
La Colonia Project	\$1,000,000.00 FY 2024-25 \$1,000,000.00 FY 2025-26
Total CDBG Allocation	\$2,000,000.00

That the City Council:

1. Conduct a public hearing regarding the First Substantial Amendment to the FY 2025-26 Annual Action Plan;
2. Approve the First Substantial Amendment to the FY 2025-26 Annual Action Plan recommending use of Community Development Block Grant (CDBG) funds for public infrastructure improvements;
3. Authorize the City Manager, and his designees, to incorporate the amended grant allocations into the FY 2025-26 Annual Action Plan and authorize any necessary budget appropriation and corresponding revenue recognition in CDBG funding (Fund 201) for the project;
4. Authorize the City Manager, or his designees, to execute the required documents for the submission of the amended FY 2025-26 Annual Action Plan; and,
5. Receive and file any comments made during the 30-day public comment period or made in person at the public hearing with the Amendment.



END OF PRESENTATION

Written comments to:
Brenda.lopez@oxnard.org



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.1

DATE: October 7, 2025

TO: City Council

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

SUBJECT: Project Budget Appropriation Transfers - Neighborhood Street Resurfacing - La Colonia Phase III Project. (10 minutes)

RECOMMENDATION

That the City Council authorize the City Manager, or designee, to approve project budget appropriation transfers totalling \$1,019,255.54, consisting of \$953,255.54 within the 2014 Lease Revenue Bond Fund (314) and \$66,000.00 within the Water Operating Fund (601) as well as the corresponding Capital Outlay Fund (301) appropriation transfers from the Colonia Road Street Resurfacing Project (C1803) to the Neighborhood Street Resurfacing Project (C2209).

(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.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/VJkxFI100Do>

BACKGROUND

On July 1, 2025, City Council approved the award of the Neighborhood Street Resurfacing – La Colonia Phase III Project, the Juanita Ave. Sidewalk Improvement Project, and the Ramona Elementary School Pedestrian Crossing Enhancements Project, totaling approximately \$10.4M in project funds. The funding is provided by a variety of sources, including the state's Road Maintenance and Rehabilitation Act (RMRA) program, Measure O, General Fund, Street Maintenance Fund, Water Operating Fund, Wastewater Operating Fund, other various state funds, and Community Block Grant Fund (CDBG). The Neighborhood Street Resurfacing – La Colonia Phase III Project (C2209) is included in the ongoing Capital Improvement Program (CIP) and consists of the milling of existing asphalt concrete pavement; placement and compaction of asphalt rubberized hot mix (ARHM); micro-surfacing; asphalt rubber aggregate membrane (ARAM), and crack fill; excavation and reconstruction of asphalt pavement failed areas; reconstruction of existing Americans with Disabilities Act (ADA) curb ramps and sidewalks including new pedestrian bulb outs; concrete repairs; adjust utility covers to finished grade; removal and replacement of street name signs; installation of new storm drain pipe and catch basins; high visibility crosswalks with flashing beacon; fence relocations; and traffic striping.

In 2014, the City issued \$21.2M of lease revenue project and refunding bonds, Series 2014. The purpose of the bonds was to refund the outstanding Lease Revenue Refunding Bonds, Series 2003A, and finance the acquisition, construction and improvement of certain streets and roadways within certain residential neighborhoods with the City. One project, the Colonia Road Street Resurfacing Project (C1803), was identified as utilizing this funding source. In addition, it had been assigned Water operating funds, similarly to what is done for most City paving projects. In these projects, Water/Wastewater funds are used for performing utility-specific work such as adjusting the elevation of manhole covers in the street rights-of-way before and after paving operations. It should be noted that this project was included in the approved CIP FY 2019-24 and was created as a stand-alone capital project (C1803). However, this project has not been carried forward into new versions of the CIP budget book and therefore needs to be reallocated to the successor project.

Capital Improvement Program (CIP) Reference:

Project No. **C2209**– Neighborhood Street Resurfacing – CIP 2025-2029 – Adopted June 4, 2024 Page 114.

DISCUSSION

Staff is requesting the transfer of previously allocated bond and water funds from the older CIP project titled Colonia Road Street Resurfacing Project (C1803) to the more general successor project titled Neighborhood Street Resurfacing Project (C2209). Doing this will allow for the use and consolidation of previously programmed funds for the La Colonia neighborhood to be used. This also provides for more efficient tracking of expenses by keeping all funds intended for the La Colonia neighborhood street resurfacing work contained within a single project.

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 fiscal impact of approving the recommendation as it transfers eligible funding from one CIP project to another with the same scope of work, and at the same general location.

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. July 1, 2025 Staff Report
2. Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.1

DATE: July 1, 2025

TO: City Council

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

SUBJECT: Public Project Agreement 32600042 with Toro Enterprises, Inc. for the Neighborhood Street Resurfacing – La Colonia Phase III Project, the Colonia Rd. and Juanita Ave. Sidewalk Improvement Project, and the Ramona Elementary School Pedestrian Crossing Enhancements Project, Specification No. PW 24-30.
(10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$10,398,673.15 in Project funds for the Neighborhood Street Resurfacing – La Colonia Phase III Project, the Colonia Rd and Juanita Ave Sidewalk Improvement Project, and the Ramona Elementary School Pedestrian Crossing Enhancements Project, Specification No. PW 24-30;
2. The Mayor to Execute an Agreement with Toro Enterprises, Inc. in the amount of \$8,665,561.15 for the Project and approve a Project contingency amount of \$866,556 (~10%) with Toro Enterprises, Inc. for a total not to exceed value of \$9,532,117.15 for the Project;
3. A Project allocation amount of \$866,556 (~10%) for engineering, inspection, survey and project management for the Project; and
4. Approve project budget appropriations of \$1,200,000 for the Neighborhood Street Resurfacing Project (C2209), consisting of a budget transfer of \$1,000,000 within the Community Development Block Grant (CDBG) Fund (201), \$100,000 from the available fund balance in the Water Operating Fund (601), and \$100,000 from the available fund balance in the Wastewater Operating Fund (611) as well as the corresponding Capital Outlay Fund (301) appropriation increase in the same amounts.

(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.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/94y93_YKVbQ

BACKGROUND

The Neighborhood Street Resurfacing – La Colonia Phase III Project is part of the ongoing Capital Improvement Program (CIP), with the goal of addressing Oxnard's residential road paving needs. It is consistent with the five-phased plan of the Oxnard Citywide Pavement Management Program (PMP) that the City Council reviewed on April 2, 2024. This present project includes selected streets, remaining after prior Phase I and Phase II street paving projects, in the La Colonia neighborhood. The existing pavement condition is such that the majority of streets within these areas have reached the point in their life cycles such that corrective work is required. The mill-and-overlay asphalt paving method will be used for this work, while pavement preservation methods, generally in the form of micro-surfacing, will be applied to the road segments that are not as deteriorated.

The Project scope consists of the milling of existing asphalt concrete pavement; placement and compaction of asphalt rubberized hot mix (ARHM); micro-surfacing; asphalt rubber aggregate membrane (ARAM), and crack fill; excavation

and reconstruction of asphalt pavement failed areas; reconstruction of existing Americans with Disabilities Act (ADA) curb ramps and sidewalks including new ADA compliant bulb outs; concrete repairs; adjust utility covers to finished grade; removal and replacement of street name signs; installation of new storm drain pipe and catch basins; high visibility crosswalks with flashing beacon; fence relocations; and traffic striping.

The work is tentatively scheduled to begin in Summer 2025 and continue into Fall 2025 (100 working days), absent any delays for supply chain issues, unforeseen site conditions or weather. Staff will work closely with District 3 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 help keep the public informed as well.

As part of the preparations for the project, City staff identified fences on 27 properties within the project area that were encroaching into the City's right-of-way and obstructing the construction of wider school-route oriented sidewalks and associated ADA corner ramp improvements. The City is legally unable to proceed with repaving streets without performing the necessary adjacent ADA improvements to the curb ramps. To facilitate timely progress and avoid placing an undue financial burden on property owners, the City made the decision to relocate the fences at its own expense as part of the overall project scope, which is consistent with similar private fence relocation work done in the La Colonia area for past paving projects (Phases I and II). The relocated fences will remain within the City's rights-of-way as the design engineer has balanced the City's need to ensure proper sidewalk width for pedestrian use with minimizing impacts to the property owners.

During the early stages of project design, a survey was conducted by the City's licensed contracted survey consultant, which confirmed the encroachments into the City's rights-of-way at the 27 properties. In response, City staff initiated outreach to the affected property owners. An initial informational letter was sent in September 2024, explaining the situation and outlining the City's plan. A second letter was distributed in October 2024, a third letter was sent in November 2024 to those who had not yet responded, and a final notice in February 2025. Despite these efforts, three property owners disagree with City staff as to the location of their fences relative to City rights-of-way. To address these concerns and to verify the accuracy of the City's survey work, the City retained a consultant to obtain title reports and litigation insurance for the four remaining properties (two properties owned by one person). With this additional information, City staff have confirmed the accuracy of the locations of the private properties and the extent of the public right-of-way boundaries. To date, City staff continues to work with the owners of these properties to provide information that clearly demonstrates the encroachment of their fences into the public right-of-way.

Capital Improvement Program (CIP) Reference:

Project No.C2209– Neighborhood Street Resurfacing – CIP 2025-2029 – Adopted June 4, 2024 Page 114.

Project No.C2211– Ramona Preschool Pedestrian Crossing Enhancements – CIP 2025-2029 – Adopted June 4, 2024 – Page 118.

DISCUSSION

The Notice Inviting Formal Bids (NIFB) for the Project was originally published on April 3, 2025 in the local newspaper (Vida). Additionally, the NIFB was posted on multiple online platforms, including the City's website, and distributed directly to 33 contractors who have registered with the City to be notified of bids that match their licensing classification. All bids were opened on May 6, 2025 and the City received a single bid:

Toro Enterprises, Inc.: \$8,665,561.15

The sole bidder was Toro Enterprises, Inc. and its bid was found responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Toro Enterprises, 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.

Because only one contractor responded, staff reviewed recent bids from nearby public agencies and found that key unit prices in Toro's bid were about 10% higher than what others were receiving in the present bidding environment. Some manufactured cast iron items came in over 10%, likely due to the anticipated but unknown costs resulting from pending import tariffs. It is also notable that there are some technical challenges specific to the La Colonia Phase III project, unlike other neighborhood paving projects, that may have also driven up prices, such as unusually tight roadway geometry in La Colonia, storm drain work that is not typically encountered in street paving projects, and a very large amount of concrete work. City staff also contacted all planholders for the project and inquired as to why they did not submit a bid for the project. The replies indicated a variety of causes, but generally, the main reason was because of the contractor's present workloads and schedules; the current time of year is high construction season for roadway work, and many contractors are booked through the fall. Contractors have to balance their decision to pursue a job, taking the work's dollar value into consideration, putting more effort towards larger jobs that they can bid competitively and keep their crews working longer. Because of these factors, staff expects that rebidding this project would not result in more bidders or better prices; delaying the project would also negatively impact the execution of the planned resurfacing activities for this fiscal year. Thus, staff recommends that the City Council award a contract for this Project to Toro Enterprises, Inc.

In addition to the project award amount of \$8,665,561.15, Staff recommends authorizing \$1,733,112 for the project, which includes \$866,556 for project contingency (10% of the contract cost) and \$866,556 for the cost for 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 \$10,398,673.15.

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 Project shall not exceed \$10,398,673.15, which includes the construction agreement, contingency, and engineering services. This project will be funded from various funds within several projects. The Neighborhood Street Resurfacing Project (C2209), of which La Colonia is the next phase to be constructed, has a total current available project budget balance of approximately \$14.9 million from various funding sources. The following will be included:

The Ramona Elementary School Pedestrian Crossing Enhancements Project (C2211) has an available project budget balance of \$580k from various funding sources and will be used for sidewalk, curb and gutter, catch basin installation, rapid flashing beacon installation, sign installation and striping around Ramona Elementary School as part of the project.

Pedestrian Improvements Project (C1602) has an available project budget balance of \$61k from Transportation Development Act funds to be used for this project.

Approval of the recommended actions will add \$1,000,000 to the Neighborhood Street Resurfacing Project (C2209) from the Community Development Block Grant (CDBG) Fund (Fund 201) from the United States Department of Housing and Urban Development (HUD) Agreement No. B-24-MC-06-0534, and corresponding Capital Outlay Fund (301) appropriations in the same amount.

Approval of the recommended actions will add \$100,000 from the available fund balance in the Water Operating Fund (601) and \$100,000 from the available fund balance in the Wastewater Operating Fund (611), and corresponding Capital Outlay Fund (301) appropriations in the same amount. The additional water and wastewater expenses associated with the project are primarily attributed to essential improvements to the water and sewer infrastructure. This work includes the relocation of water meter boxes and the adjustment of water valves, meter boxes, and sewer manholes to match the finished grade. In addition, the installation of new storm drain pipes, catch basins, manholes, and sidewalk drains has further contributed to increased project costs. These activities require specialized labor, equipment, and coordination with utility providers, all of which add to the overall complexity, duration, and budget of the project.

The total available project balance for the Neighborhood Street Resurfacing Project (C2209) from all funding sources is

approximately \$16.75 million, following all new budget appropriations. Of this available budget, \$10.4 million will be budgeted towards the La Colonia Phase III portion of the project and the remaining balance to be used for the next phase of the neighborhood 5-Phase street paving locations.

This project will have no new cost impacts on the Streets Maintenance Division operating budget. Once completed, the project is expected to reduce the number of pothole repairs in these areas, allowing the Streets Maintenance Division to address pothole repairs and deferred maintenance items in other areas.

Project	Fund Number	Fund Name	Total CURRENT Available Project Budget	Total New Appropriations	Total NEW Available Project Budget
Neighborhood Street Resurfacing (C2209)	101	General Fund	\$1,675,500	\$0	\$1,675,500
	104	Measure O Fund	\$7,805,000	\$0	\$7,805,000
	105	Street Maintenance (IUF) Fund	\$619,000	\$0	\$619,000
	185	Road Maint & Rehab Act Fund (RMRA)	\$3,841,000	\$0	\$3,841,000
	201	Community Development Block Grant Fund (CDBG)	\$0	\$1,000,000	\$1,000,000
	230	State Transportation Congestion Relief Fund	\$769,637	\$0	\$769,637
	601	Water Operating Fund	\$100,000	\$100,000	\$200,000
	611	Wastewater Operating Fund	\$100,000	\$100,000	\$200,000
Total Available Project Budget (C2209)			\$14,910,137	\$1,200,000	\$16,110,137
Ramona Preschool Pedestrian Crossing Enhancements (C2211)	101	General Fund	\$385,218	\$0	\$385,218
	200	Federal Grants Fund	\$195,571	\$0	\$195,571
Total Available Project Budget (C2211)			\$580,789	\$0	\$580,789
Pedestrian Improvements Various Locations Project (C1602)	212, subfund 9030	Transportation Development Act (TDA)	\$24,326	\$0	\$24,326
	182	Traffic Safety	\$36,803	\$0	\$36,803
Total Available Project Budget (C1602)			\$61,129	\$0	\$61,129
Total Available Project Budget			\$15,552,055	\$1,200,000	\$16,752,055

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 32600042_PW 24-30_Toro Enterprises
2. Presentation

Project Budget Appropriation Transfers - Neighborhood Street Resurfacing - La Colonia Phase III Project

City Council
October 7, 2025

Morgan Kessler
City Engineer

That the City Council authorize the City Manager, or designee, to approve project budget appropriation transfers totalling \$1,019,255.54, consisting of \$953,255.54 within the 2014 Lease Revenue Bond Fund (314) and \$66,000.00 within the Water Operating Fund (601) as well as the corresponding Capital Outlay Fund (301) appropriation transfers from the Colonia Road Street Resurfacing Project (C1803) to the Neighborhood Street Resurfacing Project (C2209).

- July 1, 2025: City Council approved the award of the Neighborhood Street Resurfacing – La Colonia Phase III Project and Juanita Ave. Sidewalk Improvement Project, and the Ramona Elementary School Pedestrian Crossing Enhancements Project, totalling \$10.4M in project funds.
- Project is included in the Oxnard's Capital Improvement Program (CIP) and focuses on residential streets in La Colonia neighborhood needing corrective and maintenance work. Includes mill-and-overlay & slurry seals.
- Funding is provided by a variety of sources, including the state's Road Maintenance and Rehabilitation Act (RMRA) program, Measure O, General Fund, Street Maintenance Fund Water Operating Fund, Wastewater Operating Fund, other various state funds and Community Block Grant Fund (CDBG).

- In 2014, the City issued \$21.2M in lease revenue bonds to refinance prior debt and fund street and roadway improvements, including the Colonia Road Street Resurfacing Project (C1803).
- The project also utilized Water operating funds for related work such as manhole adjustments.
- Although included in the FY 2019–24 CIP as a stand-alone project, it was not carried forward in subsequent CIP budgets and now requires reallocation to a successor project.

Staff requests transferring bond and water funds from the Colonia Road Street Resurfacing Project (C1803) to the Neighborhood Street Resurfacing Project (C2209), to consolidate funding for La Colonia neighborhood improvements and improve expense tracking within a single project.

There is no direct fiscal impact of approving the recommendation as it transfers eligible funding from one CIP project to another with the same scope of work, and at the same general location.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.2

DATE: October 7, 2025

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Pre-Application Review of the Colonia Townhomes Project, located at 245 Colonia Road, Planning and Zoning Permit No. 25-600-01 (APN: 201-0-021-160). (30 minutes)

RECOMMENDATION

That the City Council review and provide preliminary comments on a Pre-Application for a General Plan Amendment, Zone Change, Planned Development Permit, Tentative Map, and Density Bonus to allow for the construction of a 121-unit for-sale condominium project.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/q66d_kDOqJE

BACKGROUND

Executive Summary

The applicant is proposing a multifamily development consisting of 121 residential (for-sale) condominium units. The development would total nineteen (19) 3-story townhouse buildings on a vacant, 284,447 square foot parcel (6.53 acres). The General Plan designation will need to change from Industrial Limited (ILM) to Residential Medium (RM), and the zoning designation will need to change from Limited Manufacturing (M-L) to Garden Apartment-Planned Development (R-3-PD) to allow for the proposed residential development. This report outlines the project as conceptually proposed along with some topic areas for consideration.

Pre-Application Process

The pre-application process is required when a General Plan Amendment (GPA) is proposed as part of a project. This process allows City Council members the opportunity to make individual comments concerning a future development project. Comments provided by the City Council on a pre-application do not constitute a decision or endorsement of the proposal. In accordance with State Law, no formal direction or decision-making will take place until such time that a formal application has been filed and has undergone appropriate environmental review and evaluation for consistency with adopted City plans and policies, and public notice has been provided. The Council's preliminary comments are intended to help inform the applicant so they can determine if they wish to proceed through the entitlement and permitting process.

Property Background

The subject site was previously developed with the former Sunkist Plant, an industrial building originally constructed in the 1950s, in addition to several other industrial buildings on the site. In 2024, a significant fire razed a large portion of the site, and later that year the remaining buildings were demolished and the site cleared. Prior to demolition, the buildings on the site were vacant and renovation plans had been submitted for approval. The most significant renovation under review was a minor modification submitted in 2022 to add multiple loading docks to the building. This was geared

toward making the industrial building suitable for use as a multi-tenant distribution center. The minor modification to the entitlement was approved in 2024, shortly before the building was lost to a fire and subsequently demolished.

ANALYSIS AND DISCUSSION

Project Description

The proposed project consists of 121 units contained within nineteen (19) 3-story buildings ranging from 9,000 square feet to 12,000 square feet each. The buildings are proposed as 5-units, 6-units, and 7-unit buildings, with 3 bedrooms or 4 bedroom units, with an equivalent amount of bathrooms. All units also have access to their own two-car garage as well as an additional 45 uncovered parking spaces throughout the development.

Included in the project is a GPA and a zone change. These entitlements would be required to develop the proposed project as it would not be allowed under the Limited Manufacturing zone and Industrial Limited General Plan designation. An approved GPA and zone change would also allow construction of other residential projects in compliance within the approved designations if this project was not built and another project was proposed in the future. In addition to residential, the R-3 zone would allow for multiple other uses in the future, such as churches, hospitals, parks, and public or private schools.

Currently, the proposal intends to be for-sale housing with the development supplying the required number of affordable units based on the Inclusionary Housing Ordinance and utilizing State Density Bonus Law. The City's current inclusionary ordinance would require that the project provide ten (10) percent of the base units as affordable at the lower income level for a total of approximately 12 affordable units. These affordable units would also count towards any affordable units required under density bonus. Under this Pre-Application, the formal submittal would require the density bonus for the additional 4 units above the max density that is proposed. The project would be eligible for reductions of development standards pursuant to state density bonus law, as well as no parking requirement due to its proximity to the Oxnard Transit Center. At this point, the proposal has not outlined specific concessions and waivers it would use under the expected density bonus application. Density bonus law would require that the project provide ten (10) percent of the base units at the moderate income level at a minimum, however, the number may be higher if additional concessions are required.

Existing Land Uses & Entitlements

The site is currently vacant, unused, and contains only the building foundation after the site's development was demolished in 2024. The project site is zoned as Limited Manufacturing (M-L) with a General Plan designation of Industrial Limited (ILM). The site currently has residential uses adjacent to 3 sides of the property as shown below:

Location	General Plan	Zoning	Land Use
Project Site	Industrial Limited (ILM)	Limited Manufacturing (M-L)	Vacant
North	Residential Low-Medium (RLM)	Multiple Family - Planned Development (R-2-PD)	Community Garden (not zoned) & Single Family Residential
South	Industrial Limited (ILM) & Residential Low-Medium (RLM)	Limited Manufacturing (M-L) & Multiple-Family Residential (R-2)	Commercial and industrial businesses, mixed residential, and a church
East	Residential Medium (RM)	Garden Apartment (R-3)	Single Family Residential
West	Industrial Limited (ILM)	Limited Manufacturing (M-L)	Railroad

The surrounding area has the General Plan designation of Residential Medium (RM). The north and south sides, which also contain adjacent residential zones (R-2), do have minor buffers with Colonia Road to the south and the community garden along the north side of the subject property.

Pre-Application Proposal

As proposed, the following list of entitlements are required for the conceptual 121 unit project :

- **GPA** - The GPA would change the designation for this parcel from Industrial Limited (ILM) to Residential Medium (RM). This GPA is necessary for the project to be consistent with the 2030 General Plan. This General Plan designation of Residential Medium (RM) would allow for 12-18 dwellings per acre, limiting the 6.5 acre parcel to a max of 117 units.
- **Zone Change** - The zone change would revise the zoning of the parcel from Limited Manufacturing (M-L) to Garden Apartment -Planned Development (R-3-PD). The zone change would result in the parcels being zoned to allow for this property to develop residential or other projects that are in accordance with the R-3 standards and the accompanying General Plan designation. The change to the R-3-PD zone would allow one dwelling per 2,400 square feet of lot area.
- **Planned Development Permit** - The Planned Development Permit (PD) would entitle a residential project that complies with the zone and general plan designations that this site is changed to, if changes are approved. The Planned Development Permit allows for the modification of numerical zoning standards up to 25%.
- **Density Bonus** - The Density Bonus would allow for increased density and other modifications or reductions of development standards. A Density Bonus is not required unless a unit count above the allowed density permitted by code is proposed, of which, the current iteration of this project is proposing four (4) more units than would be allowed by the proposed zone and General Plan designation changes.
- **Tentative Map** - The Tentative Map would be required to divide the parcel into condominiums for separate ownership interests.
- **Environmental Review** - Environmental analysis pursuant to the California Environmental Quality Act will also be required.

Items for Consideration

Neighborhood Compatibility

The residential areas north of the site are adjacent to a major arterial and have a railroad track to the west. The proposed residential zone and General Plan designations would be compatible with the surrounding area. Residential designations would be most compatible with the closest residential zone (R-3), which immediately abuts the property on its east side. If the industrial zoning were to remain, any new industrial development would have to comply with all current standards, including local and state regulations. Due to the proximity of the existing residential uses, any new development will need to be compatible with residential uses and minimize impacts to the nearby homes, which may lead to challenges in developing the property for another industrial use.

General Plan Consistency

The proposed project would be consistent with the 2030 General Plan primarily through the change in designation to Residential Medium, where the proposed use and density would be in alignment with this General Plan designation. Additionally, the proposed zone and General Plan designation would provide further consistency through compatibility with the policies within the General Plan. Policy CD 3.1 - Neighborhood Preservation demonstrates strong consistency alone. This policy outlines protecting residential neighborhoods from incompatible uses. The proposed designations would allow for the development of residential uses which are more compatible with the surrounding existing residential uses.

The proposed residential project shows consistency with multiple other policies within the 2030 General Plan. A primary policy would be the addition of mixed housing types (Policy CD 1.5 - Housing Variety). The current version of the project proposes all 3 and 4-bedroom townhomes, which fills a multifamily need in the City, where typically 1 and 2-bedroom multifamily units are proposed in recent projects. Furthermore, the project qualifies as an infill development project (Policy CD 1.2 - Infill Development), which is also designed relatively compact as it is proposed at the max density (Policy CD 1.7 - Compact Development). The revitalization of this property, which is along a significant scenic corridor, as well as the proposed addition of bike and pedestrian infrastructure that will connect into the existing network deepen the consistency this proposal has with the 2030 General Plan (Policies CD 9.2, ICS 8.3, and ICS 8.5).

Regional Housing Needs Allocation (RHNA)

To date, the City is in full compliance with respect to the City's Housing Element and Regional Housing Needs Allocation (RHNA), as the City, through the housing element process, identified housing sites to accommodate the City's RHNA allocation of 8,549 units. As part of the Housing Element, it was determined that the City has a site capacity for 9,167 additional units. During that process, the City recommended this site for housing, however the owner at the time was not supportive of the designation. Each of these identified housing sites has been identified in the Supplement 1 to the 2021-2029 Housing Element. These sites include a mix of existing vacant residential properties, underutilized properties, annexations, and specific properties rezoned as part of the housing element to add the affordable housing additive zone. Therefore, the requested general plan amendment and rezone of this property are not necessary to meet the City's housing element or RHNA goals.

Railroad/Streets

This project will result in residential units being constructed near active railroad tracks as well as a primary arterial roadway, Oxnard Boulevard. As such, the noise from both rail and vehicular traffic will need to be evaluated for consistency with the General Plan and Oxnard City Code (OCC) (Policies SH 6.3 and SH 6.12; OCC 7-185). Sound mitigation measures will be determined by an acoustical study provided by the developer and the mitigations will be incorporated into project conditions of approval.

The site is adjacent to the rail crossing at E. Colonia Road in addition to the intersection of E. Colonia Road and N. Oxnard Boulevard. The intersection, rail crossing, and their associated signal operations will be reviewed by the Public Works Traffic Division during the formal submittal via a traffic study, which will determine if improvements to any of these elements are triggered by the project.

Access/Parking

As proposed, there are two vehicle access points to the site. The initial review of the project from the City Departments requested two access points for fire safety and potential congestion reductions on Colonia Road. The main vehicular access driveway is shown off of E. Colonia Road with two-way ingress/egress. A secondary vehicle access point for exiting only was proposed at the northeast corner connecting to Camino Del Sol after staff provided comments. Further review of the Camino Del Sol access point would be required by City staff for feasibility.

The proposed driveway on Colonia Road leads to internal private streets that provide access to the private garages attached to each townhome and 45 open parking spaces. Per the parking standards in OCC Chapter 16 Section 16-622, townhouses with two or more bedrooms require two garage spaces per unit and the visitor parking standard of one visitor space per unit, which need not be covered for the first 30 units; after the 31st unit, 0.5 visitor space per unit is required. The visitor parking requirement for 121 residential units is 76 visitor parking spaces. Pursuant to AB 2097, no parking is required for projects within ½ mile of a major transit station. The project is within ½ mile of the Oxnard Transit Center, therefore, no parking is required.

Bicycle and Pedestrian Path

In accordance with the City of Oxnard's Bicycle and Pedestrian Master Plan, a Class I Multi-Use Path is identified through the subject site. As a result, the project will be required to incorporate a Class I bike lane along the western frontage of the property adjacent to the railroad. The intent is for the bicycle facility to match the design of the existing path to the north of the property. Depending on the proposed project site plan, the exact design and location of the bike path is to be determined.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of the Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

Additionally, 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, promote safe neighborhoods, encourage community engagement, and support our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

There are no fiscal impacts associated with this agenda item.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a pre-application pursuant to City Council Resolution No. 10,851. The purpose of the pre-application review process is to identify land use, design, environmental, infrastructure, public service and policy issues that may be of significant concern to the City Council. The purpose of this policy is to afford an early opportunity to inform the City Council and allow individual Council comments early in the planning process.

Prepared by: Jamie Peltier, Planning Supervisor, Daniel Houck, Associate Planner

ATTACHMENTS

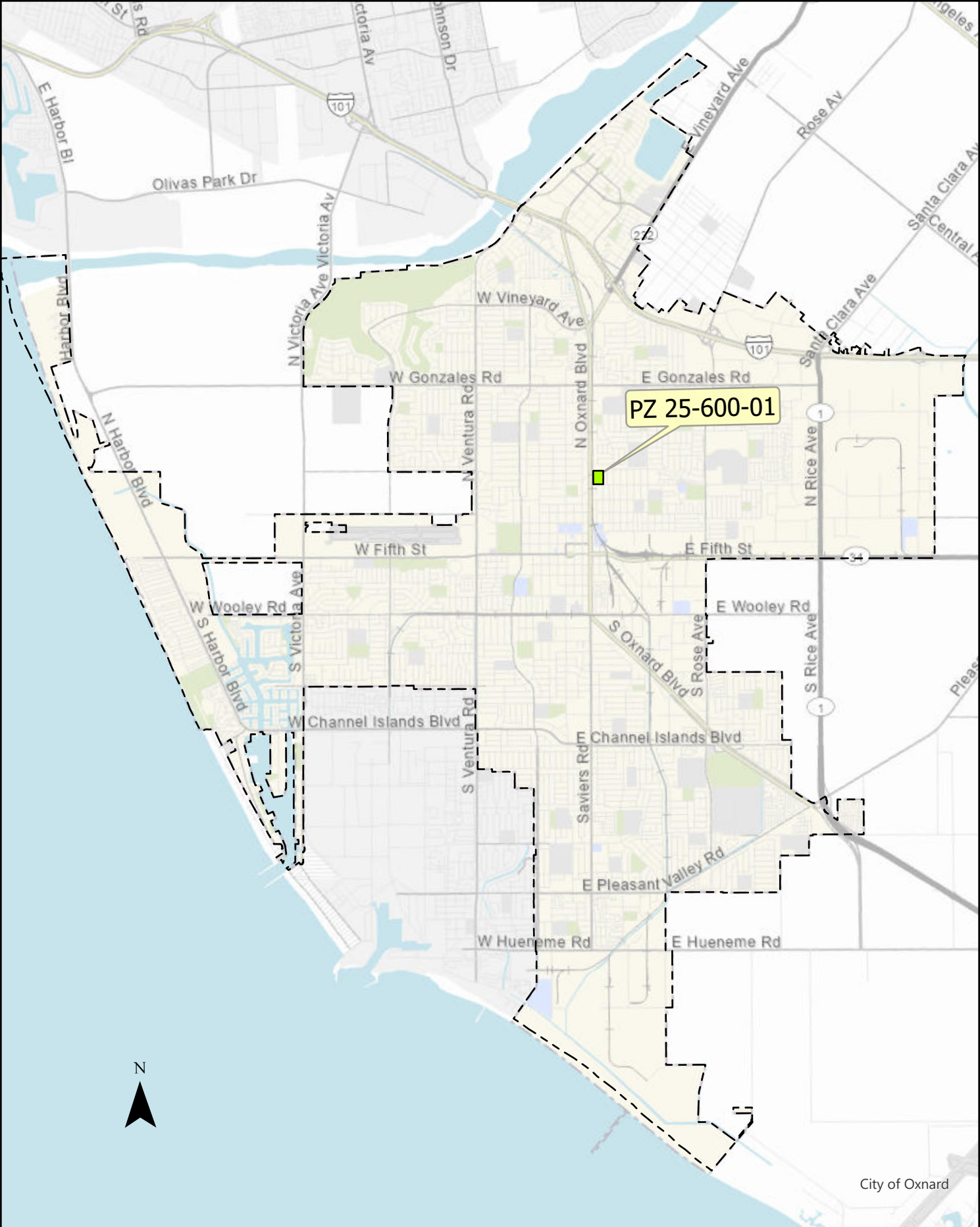
1. Maps (Aerial, Vicinity, General Plan, Zoning)
2. Conceptual Project Plans and Data Table
3. Existing Site Photos
4. Staff Presentation



0 55 110 220 Feet

Aerial Map

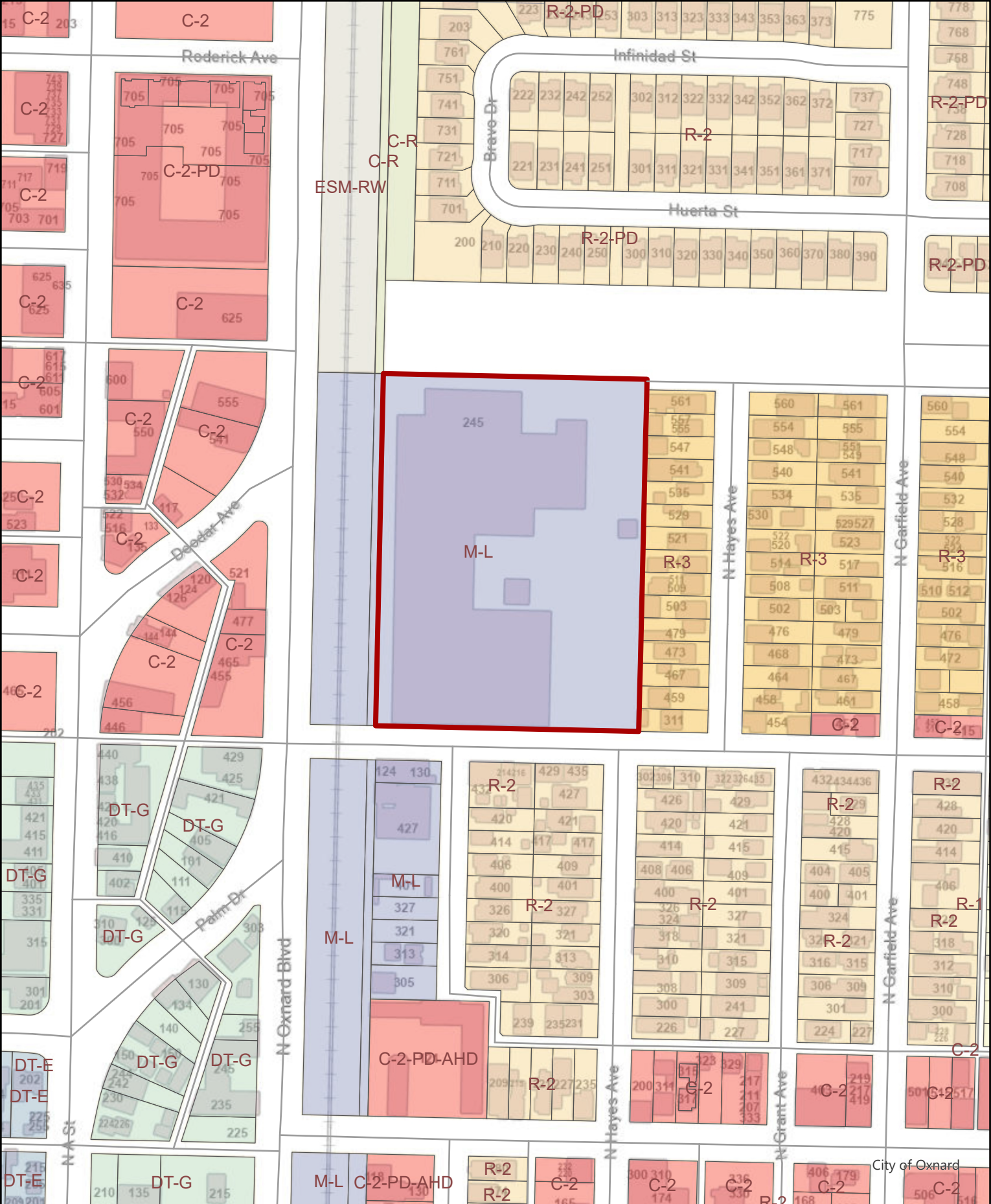
903
PZ 25-600-01



City of Oxnard

0 0.5 1 2 Miles

Vicinity Map
904
PZ 25-600-01



0 0.02 0.04 0.07 Miles



Zoning Map

906
PZ 25-600-01



245 COLONIA OXNARD

O X N A R D , C A L I F O R N I A

DEVELOPER INFORMATION

WARMINGTON RESIDENTIAL
3090 PULLMAN STREET
COSTA MESA, CA 92626
CONTACT: DUGAN GARRISON
PHONE: (949) 750-7275
EMAIL: DUGAN.GARRISON@CREDEGROUP.COM

CONSULTANT INFORMATION

ARCHITECTURE:
KTGY ARCHITECTURE & PLANNING
17911 VON KARMAN AVENUE,
SUITE 200
IRVINE, CA 92614
CONTACT: ALAN SCALES
PHONE: (949) 221-6256
EMAIL: ASCALES@KTGY.COM

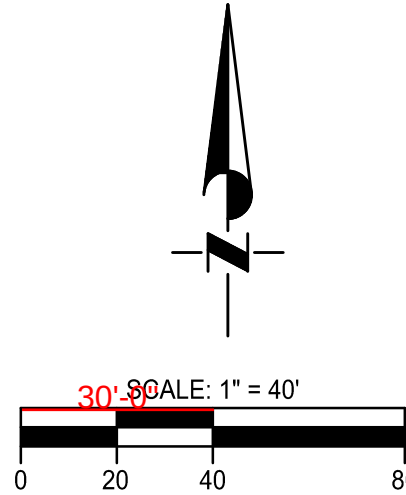
CIVIL:
UNITED CIVIL INC.
30141 AGOURA ROAD, SUITE 215
AGOURA HILLS, CA 91301
CONTACT: ANTHONY NG
PHONE: (818) 707-8648
EMAIL: ANTHONY@UNITEDCIVILINC.COM





TOTAL AREA: ±6.53 AC
UNITS: 121 DU
DENSITY: 18.5 DU/ACRE
PARKING REQUIRED: 41 (1 PER 3 UNITS)
PARKING PROVIDED (TOTAL): 45
(22 STANDARD, 3 ACCESSIBLE, 20 PARALLEL)

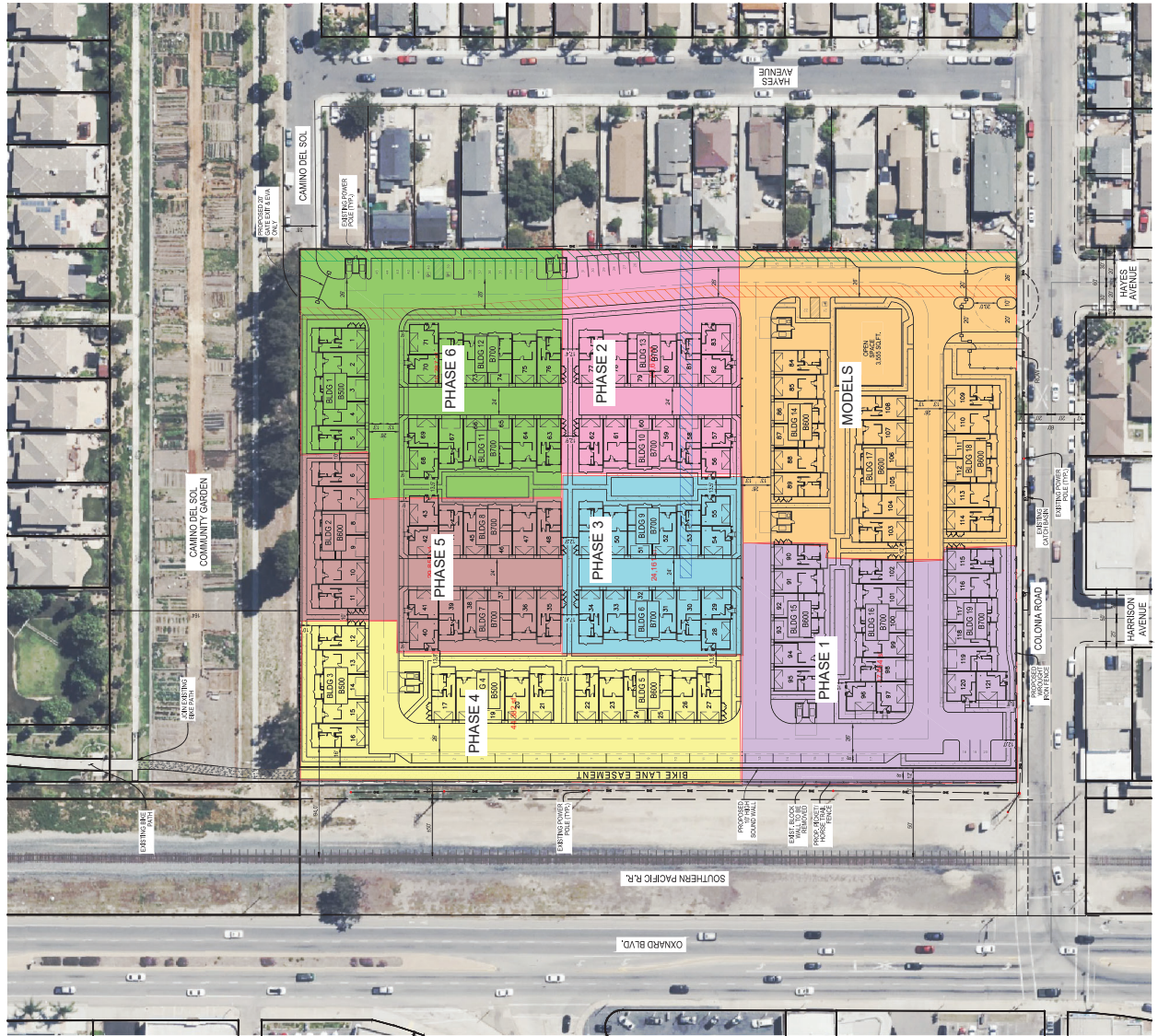
- EASEMENTS:**
- SCE EASEMENT TO BE VACATED
RECORDED 10/28/1955 - OFFICIAL RECORDS BOOK 1348, PAGE 210
 - SEWER EASEMENT TO REMAIN
INSTRUMENT NO. 1981-022803
 - SCE EASEMENT TO REMAIN
INSTRUMENT NO. 1982-038768



PREPARED FOR:
WARMINGTON RESIDENTIAL
3090 Pullman Street
Costa Mesa, CA 92626
PH: (714) 557-5511

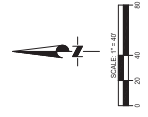
PREPARED BY:
 UNITED CIVIL INC
30141 Agoura Road, Suite 215
Agoura Hills, CA 91301
PH: (818) 707-8648

SITE PLAN
245 E. COLONIA ROAD
OXNARD, CA 93030



Construction Phasing Plan

TOTAL AREA: 48.53 AC
 UNITS: 121 DU
 DENSITY: 18.5 DU/ACRE
 PARKING REQUIRED: 41 (1 PER 3 UNITS)
 PARKING PROVIDED (TOTAL): 45
 (22 STANDARD, 3 ACCESSIBLE, 20 PARALLEL)

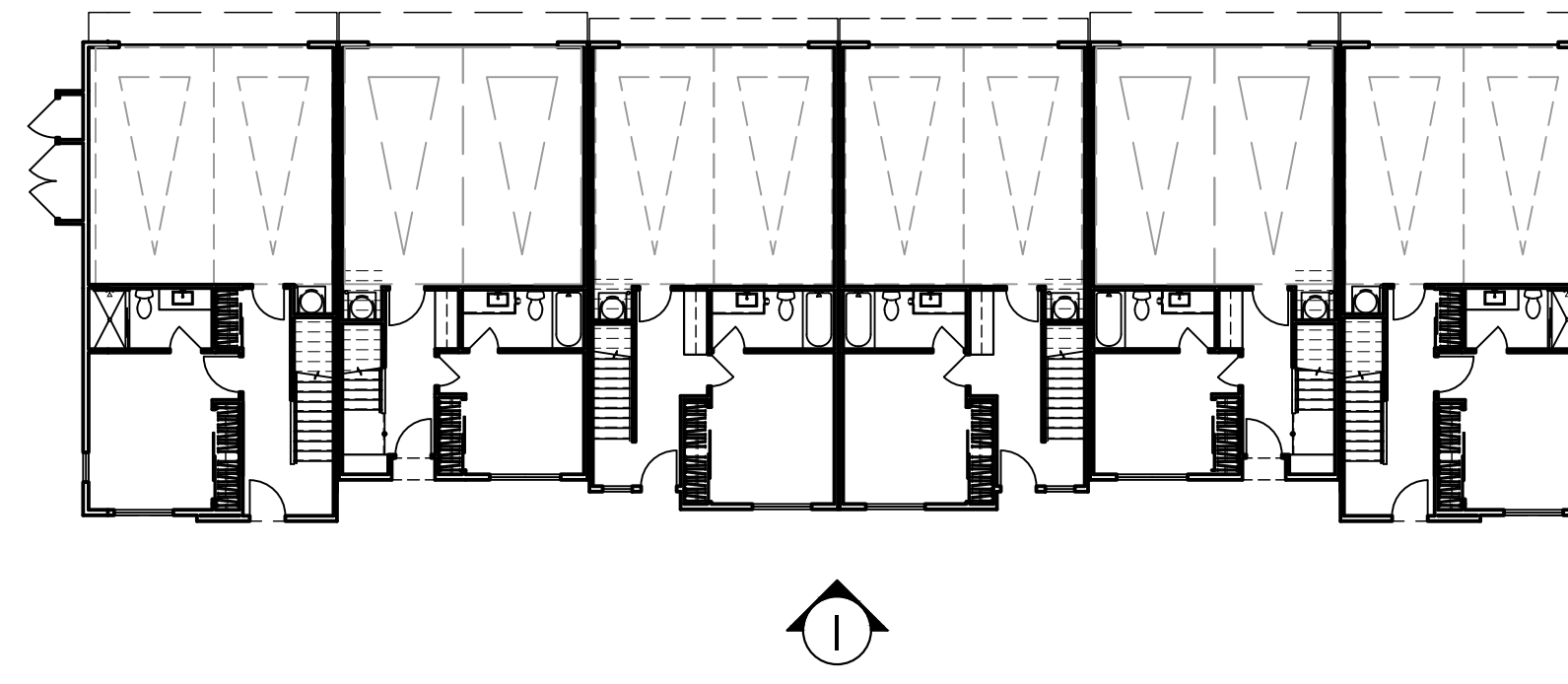


PREPARED FOR:
 WARMINGTON RESIDENTIAL
 3000 National Ave.
 Oxnard, CA 93036
 PH: (714) 957-5311

PREPARED BY:

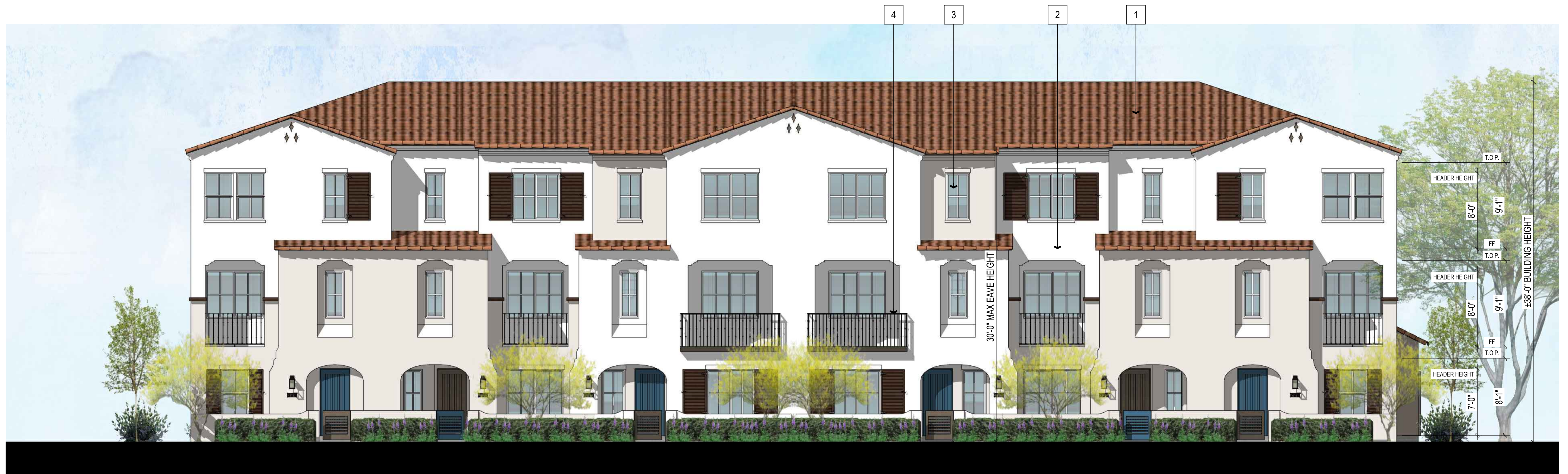
 UNITED CIVIL INC.
 3044 Avenue Road Suite 215
 Oxnard, CA 93036
 PH: (818) 797-6648

SITE PLAN
 245 E. COLONIA ROAD
 OXNARD, CA 93030



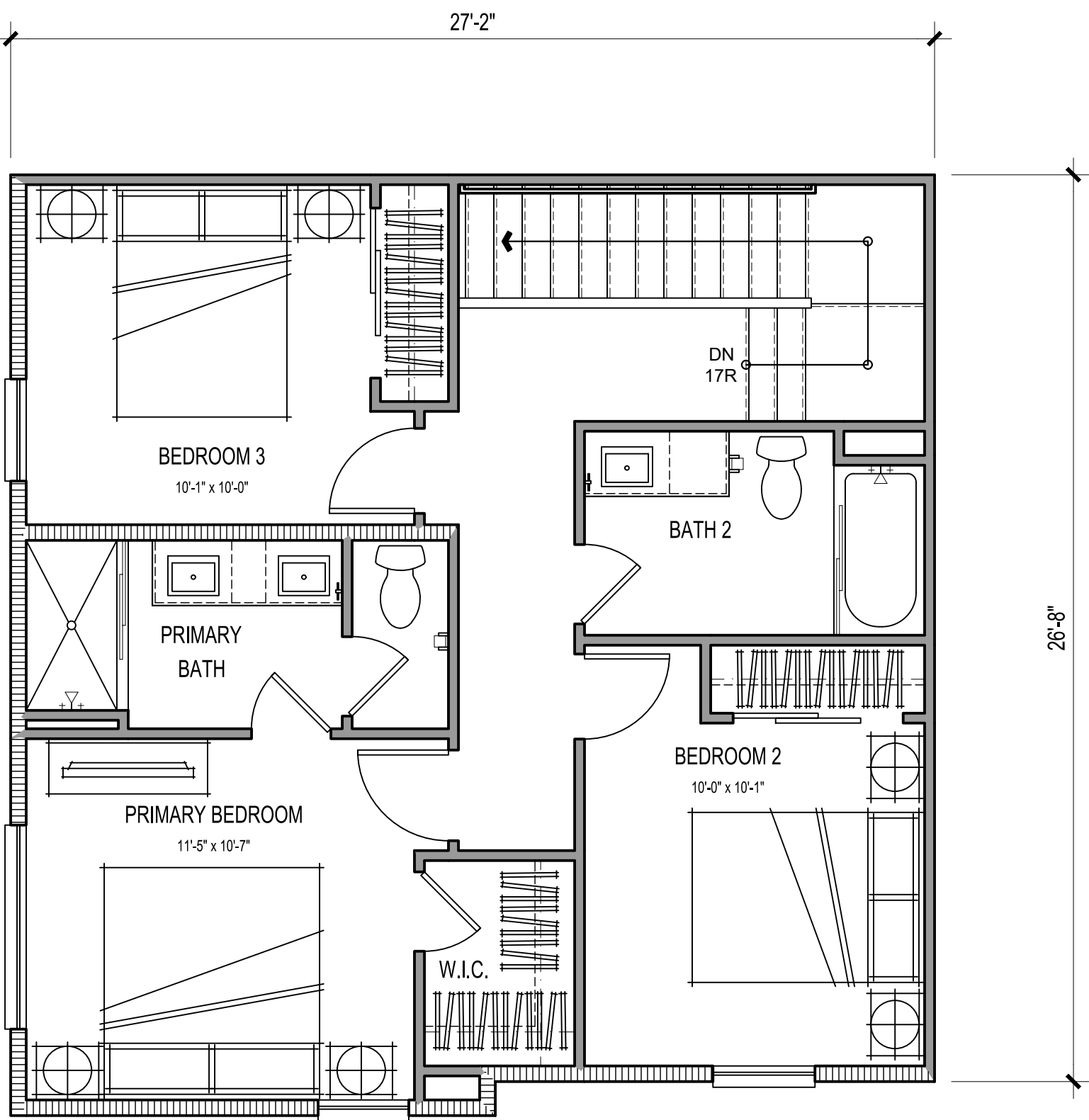
MATERIAL LEGEND

1. "S" TILE ROOF
2. STUCCO
3. VINYL WINDOW
4. DECORATIVE METAL RAILING

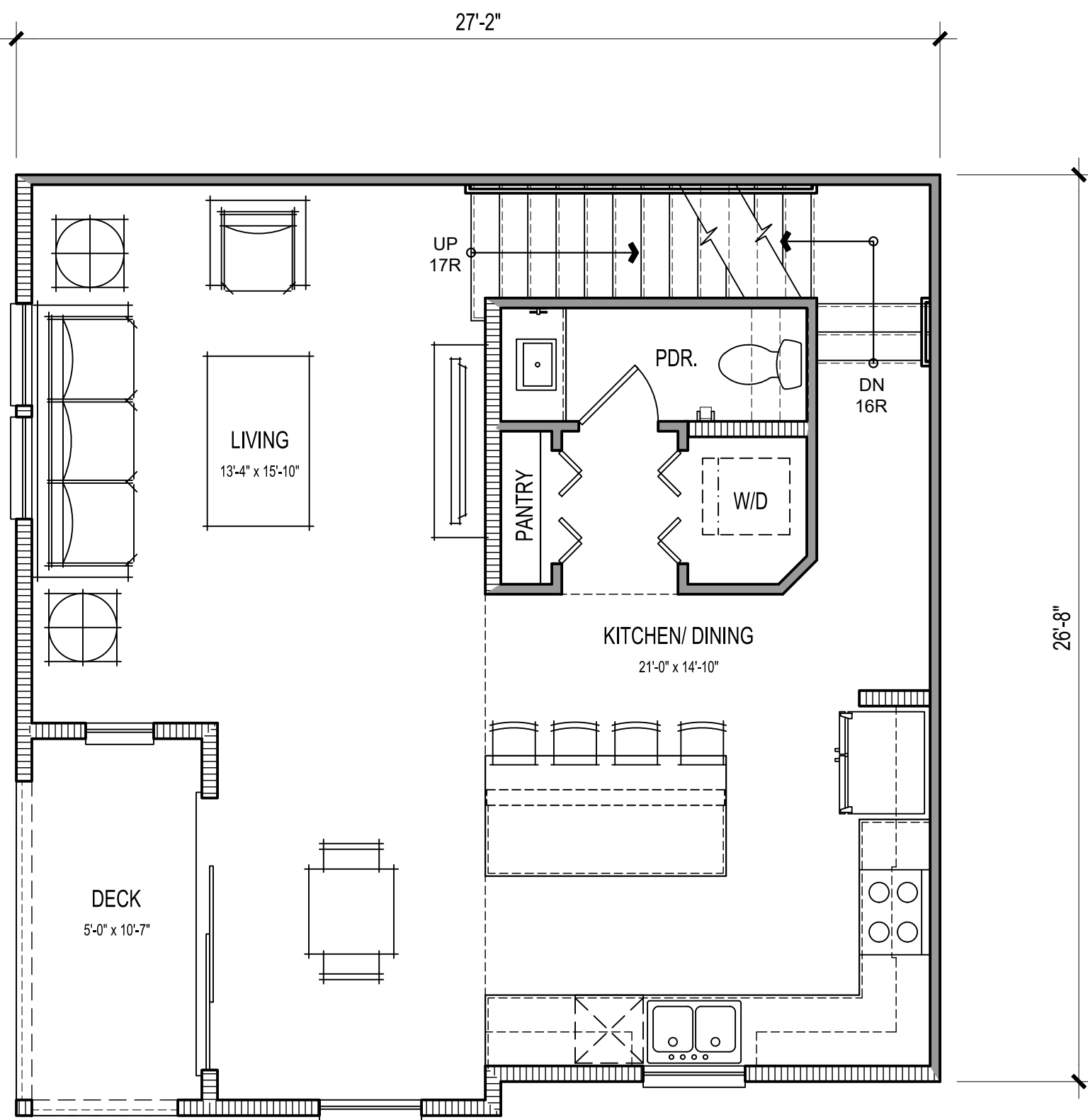


3-STORY ATTACHED TOWNHOMES ±38'-0"

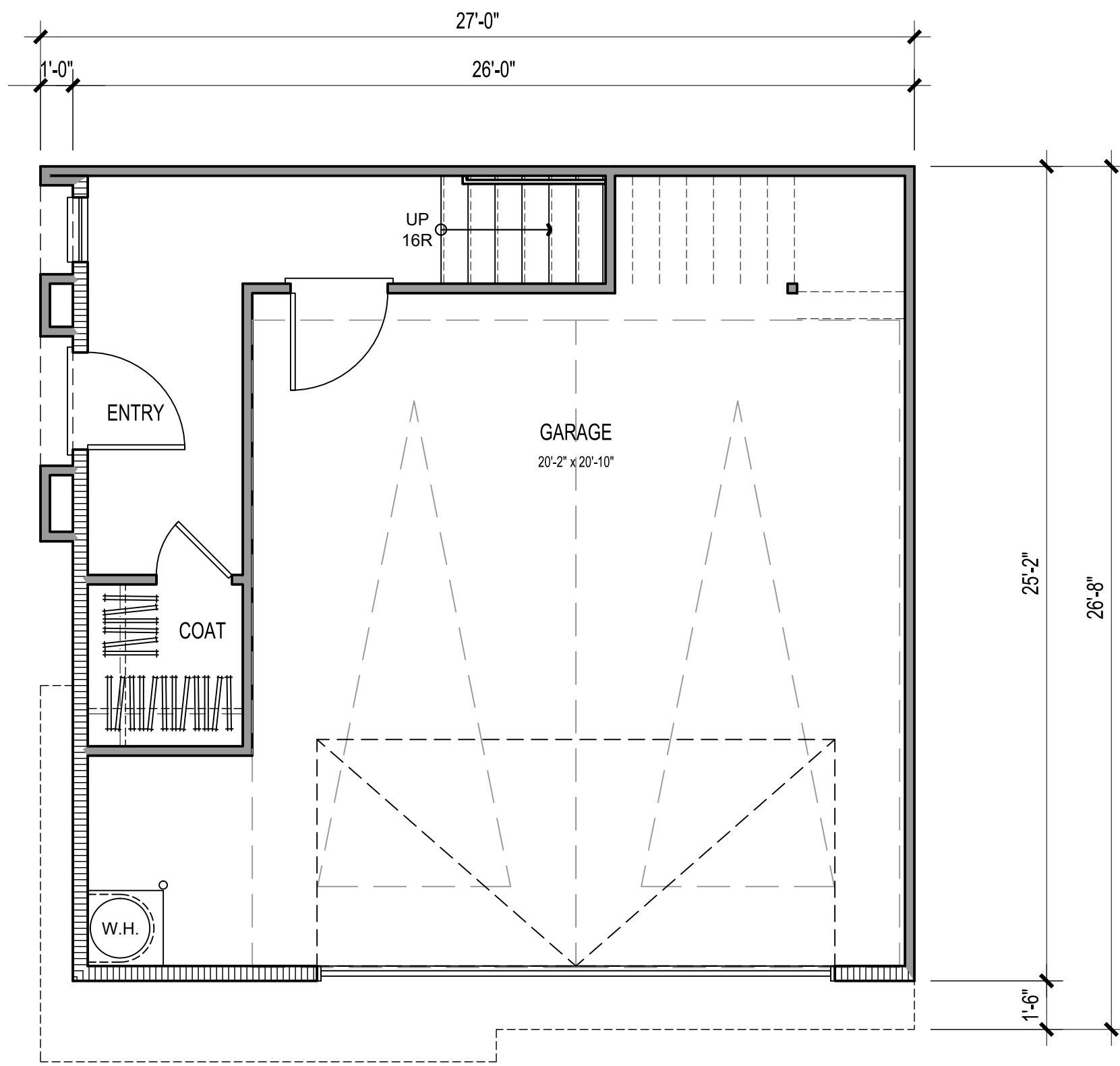
① FRONT



THIRD FLOOR



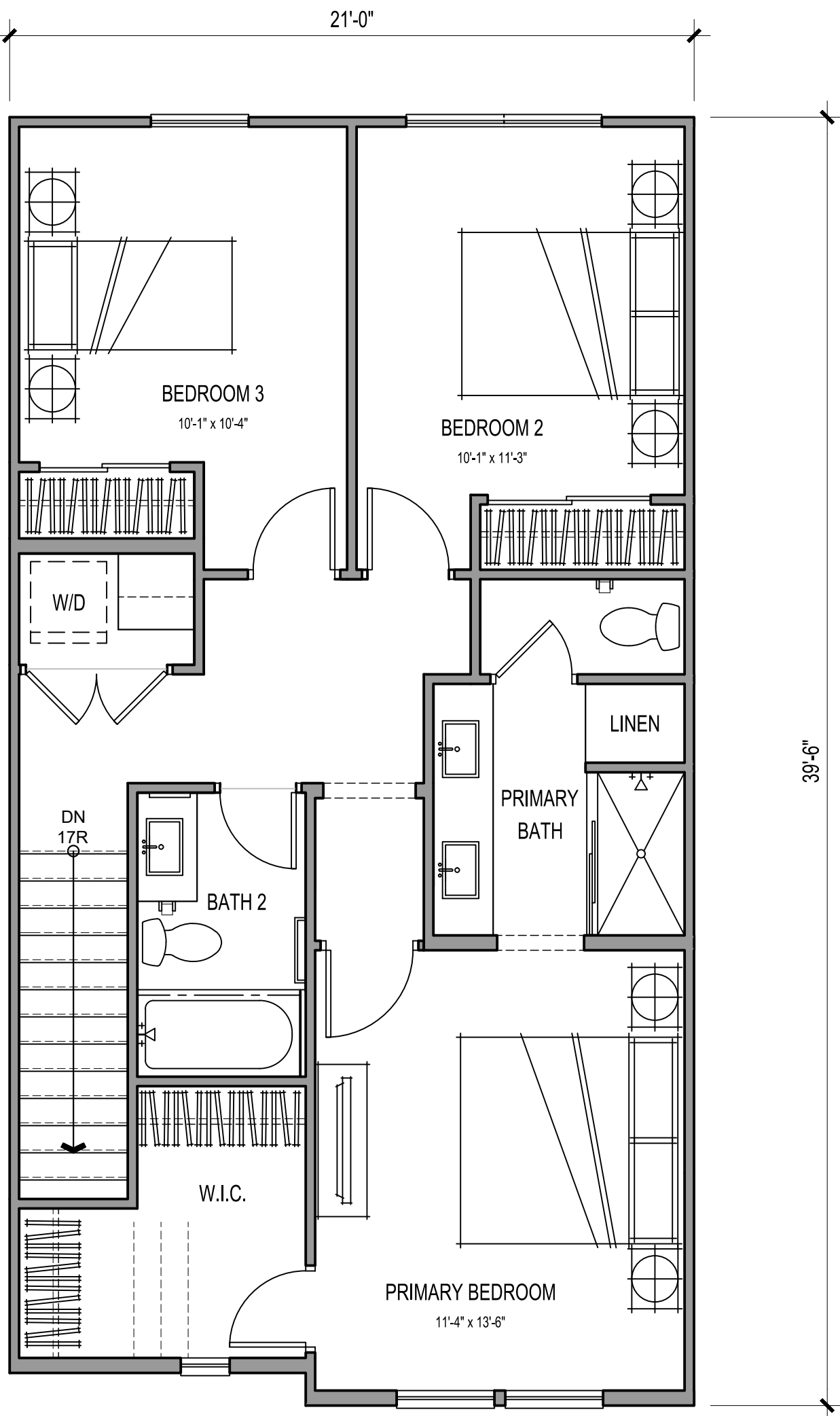
SECOND FLOOR



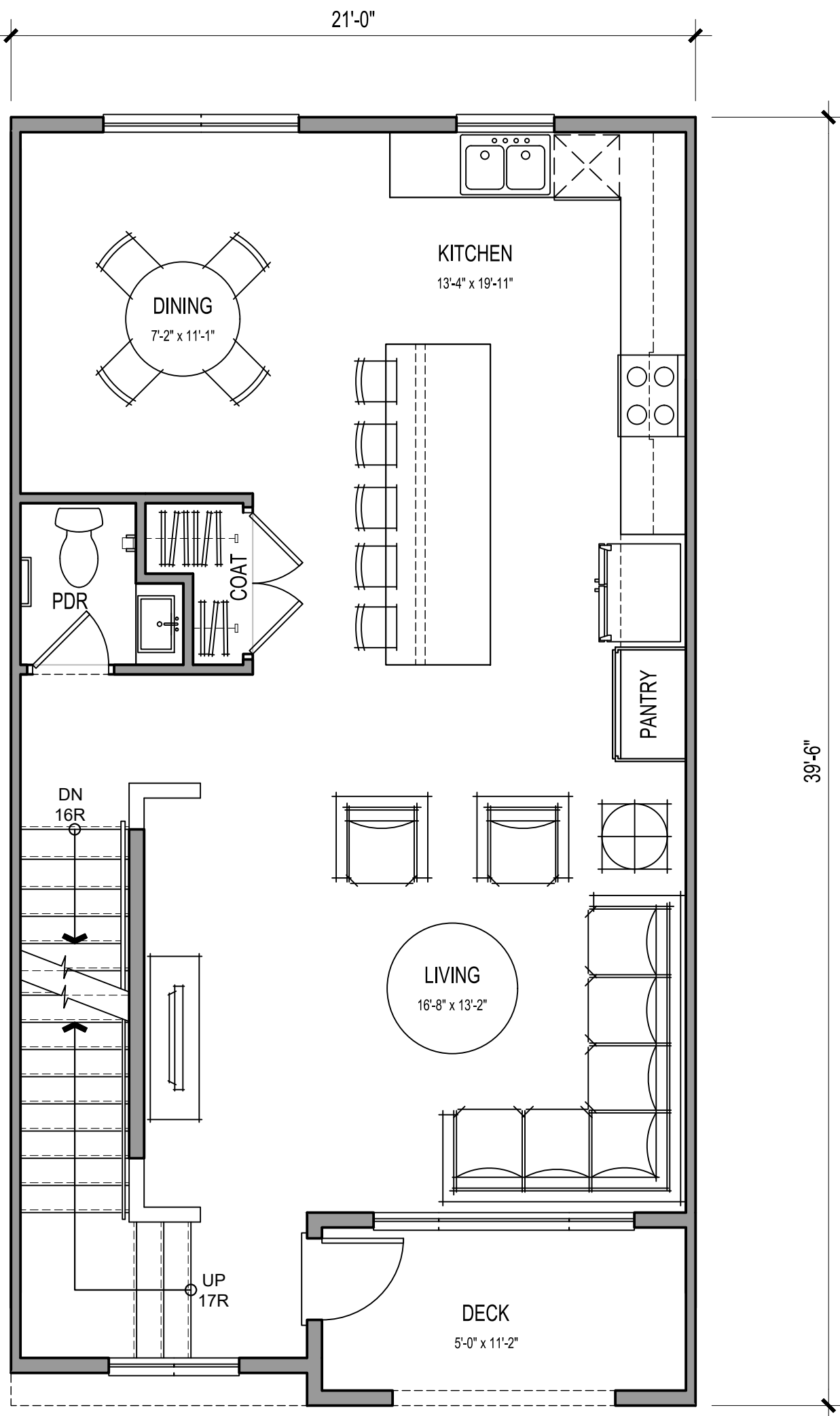
FIRST FLOOR

3 BED/ 2.5 BATH	
GROSS SF	
1ST FLOOR	153 SQ. FT.
2ND FLOOR	678 SQ. FT.
3RD FLOOR	663 SQ. FT.
TOTAL LIVING	1495 SQ. FT.
GARAGE	539 SQ. FT.
DECK	60 SQ. FT.

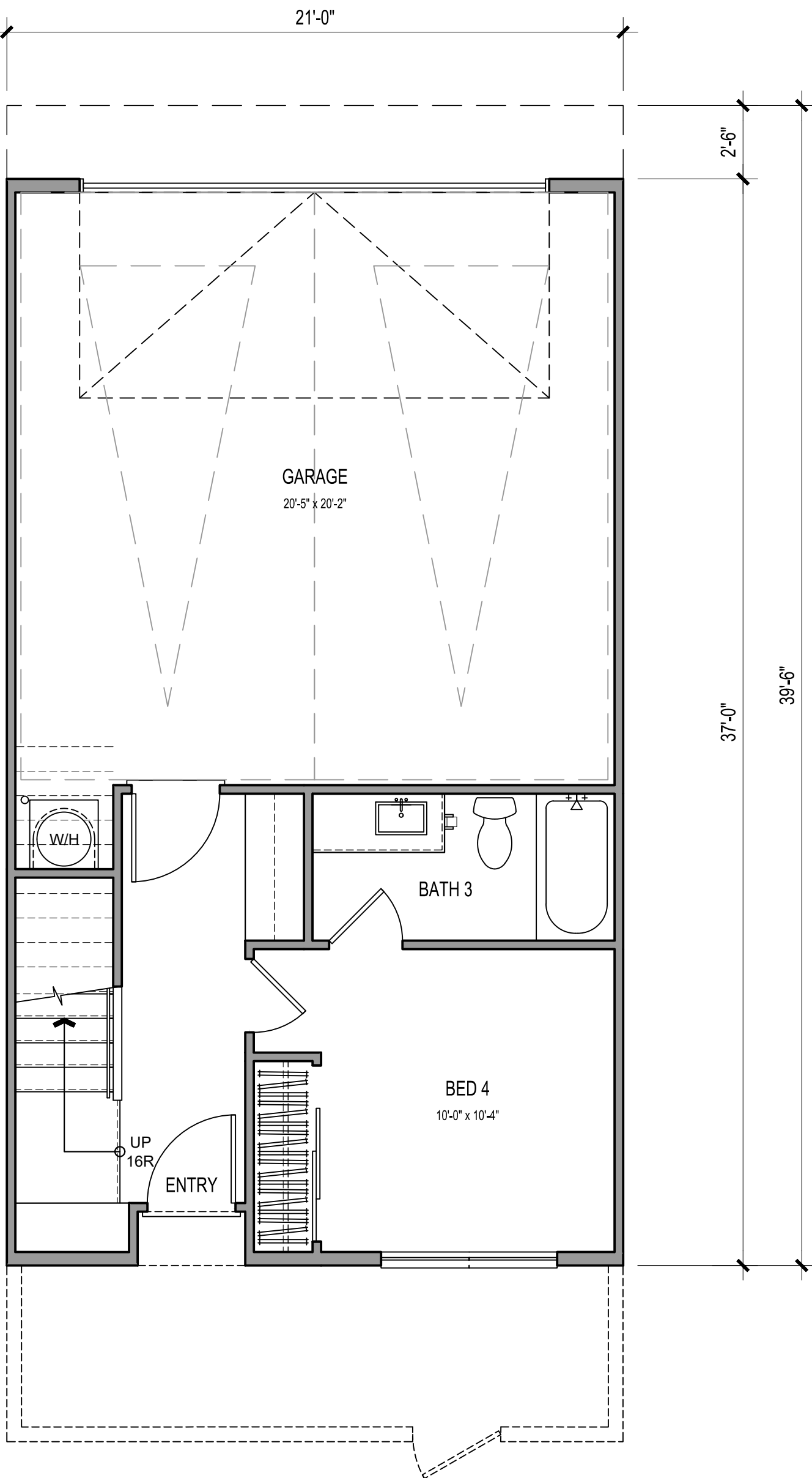
NET SF	
1ST FLOOR	131 SQ. FT.
2ND FLOOR	637 SQ. FT.
3RD FLOOR	624 SQ. FT.
TOTAL LIVING	1392 SQ. FT.



THIRD FLOOR



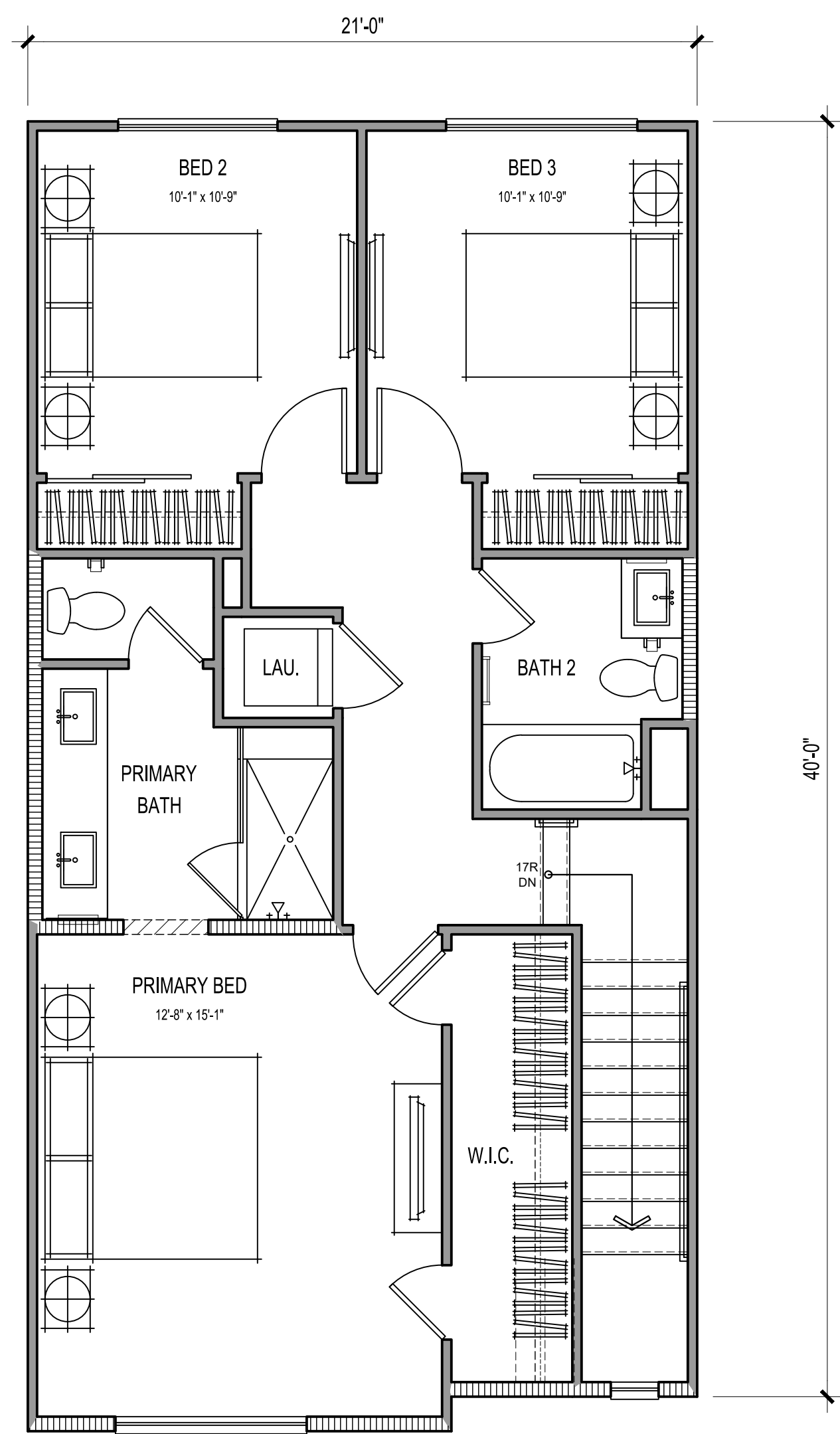
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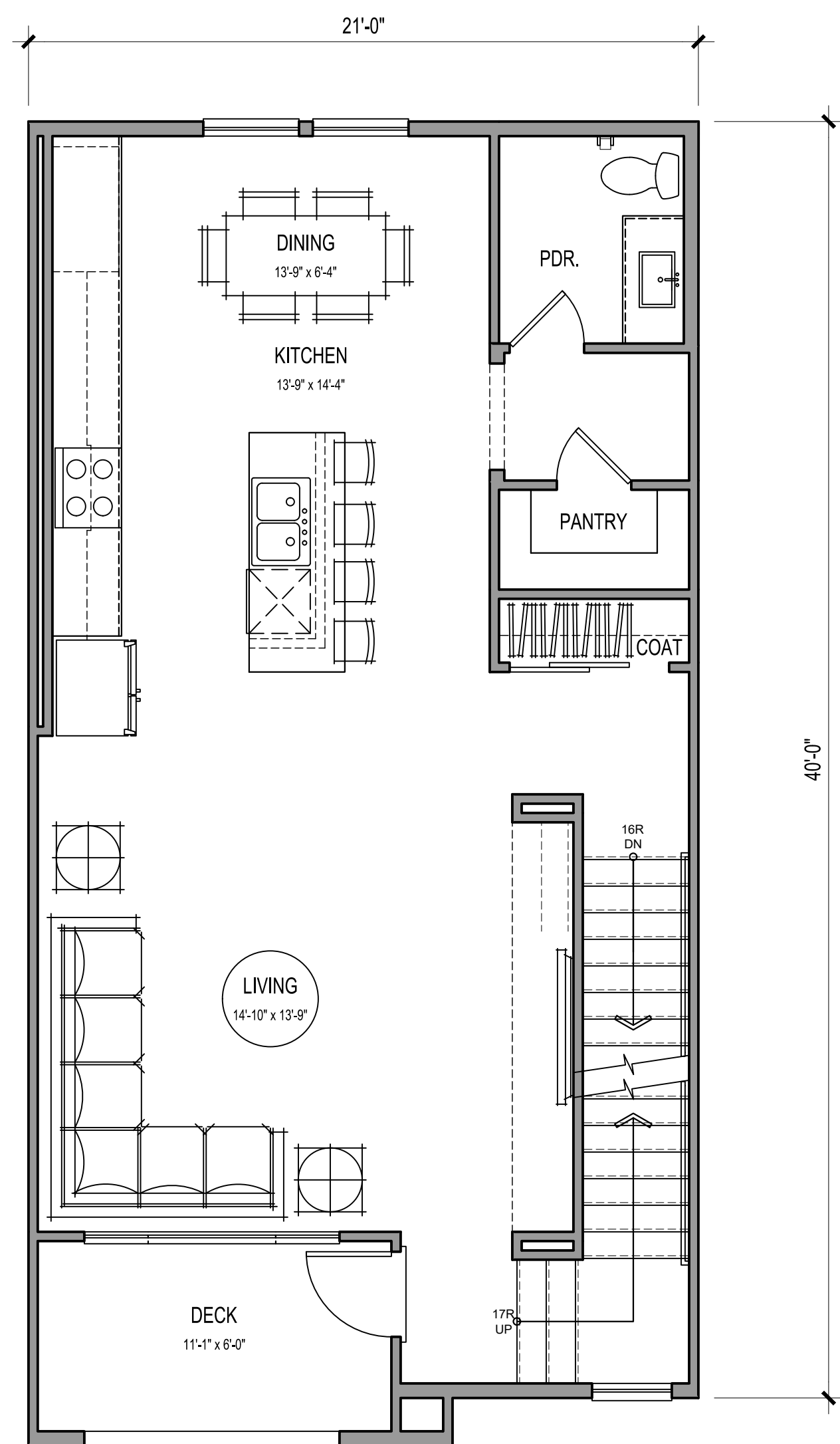
FIRST FLOOR

4 BED/ 3.5 BATH	
GROSS SF	
1ST FLOOR	342 SQ. FT.
2ND FLOOR	757 SQ. FT.
3RD FLOOR	782 SQ. FT.
TOTAL LIVING	1881 SQ. FT.
GARAGE	444 SQ. FT.
DECK	56 SQ. FT.

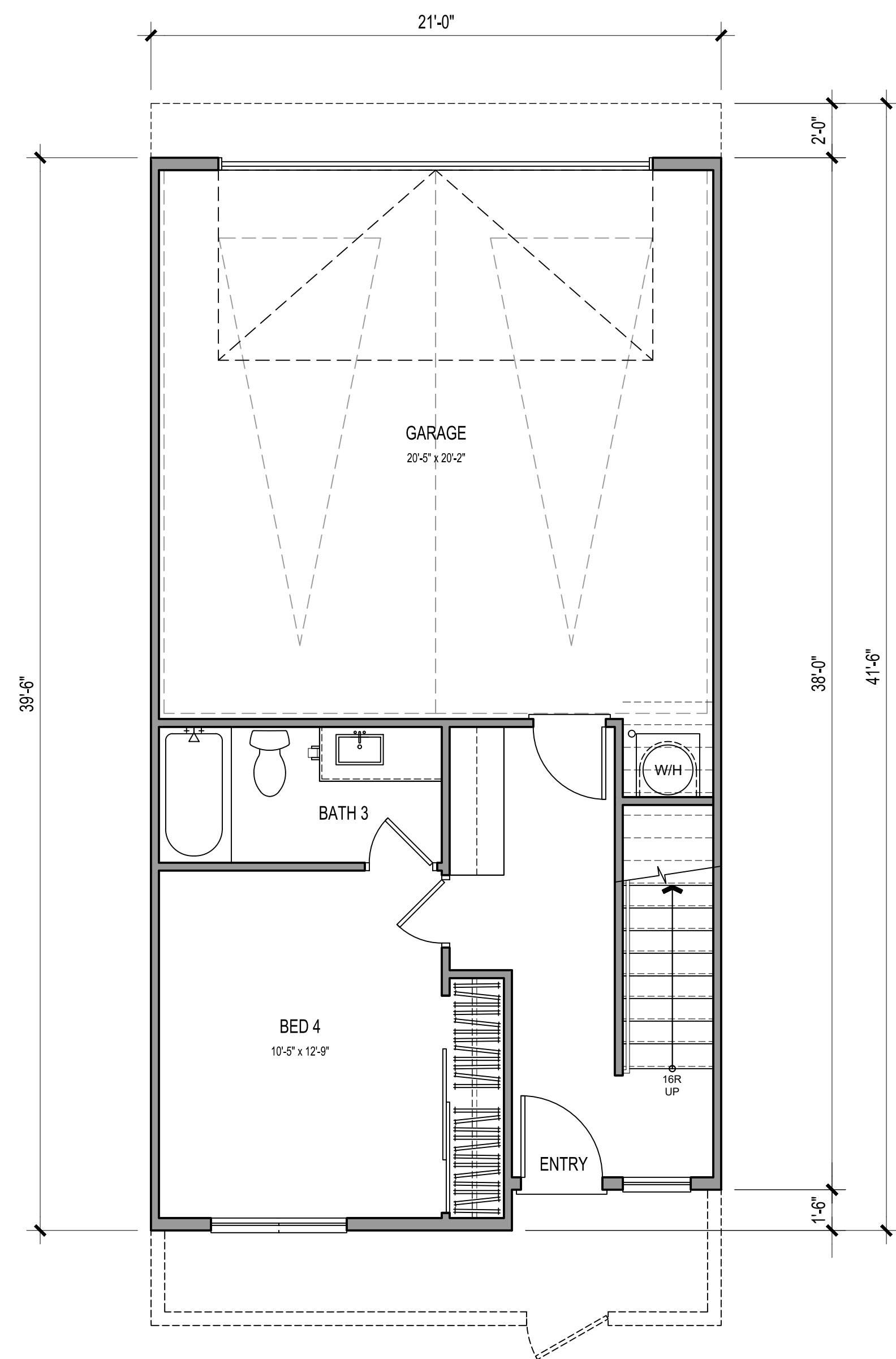
NET SF	
1ST FLOOR	318 SQ. FT.
2ND FLOOR	715 SQ. FT.
3RD FLOOR	743 SQ. FT.
TOTAL LIVING	1777 SQ. FT.



THIRD FLOOR



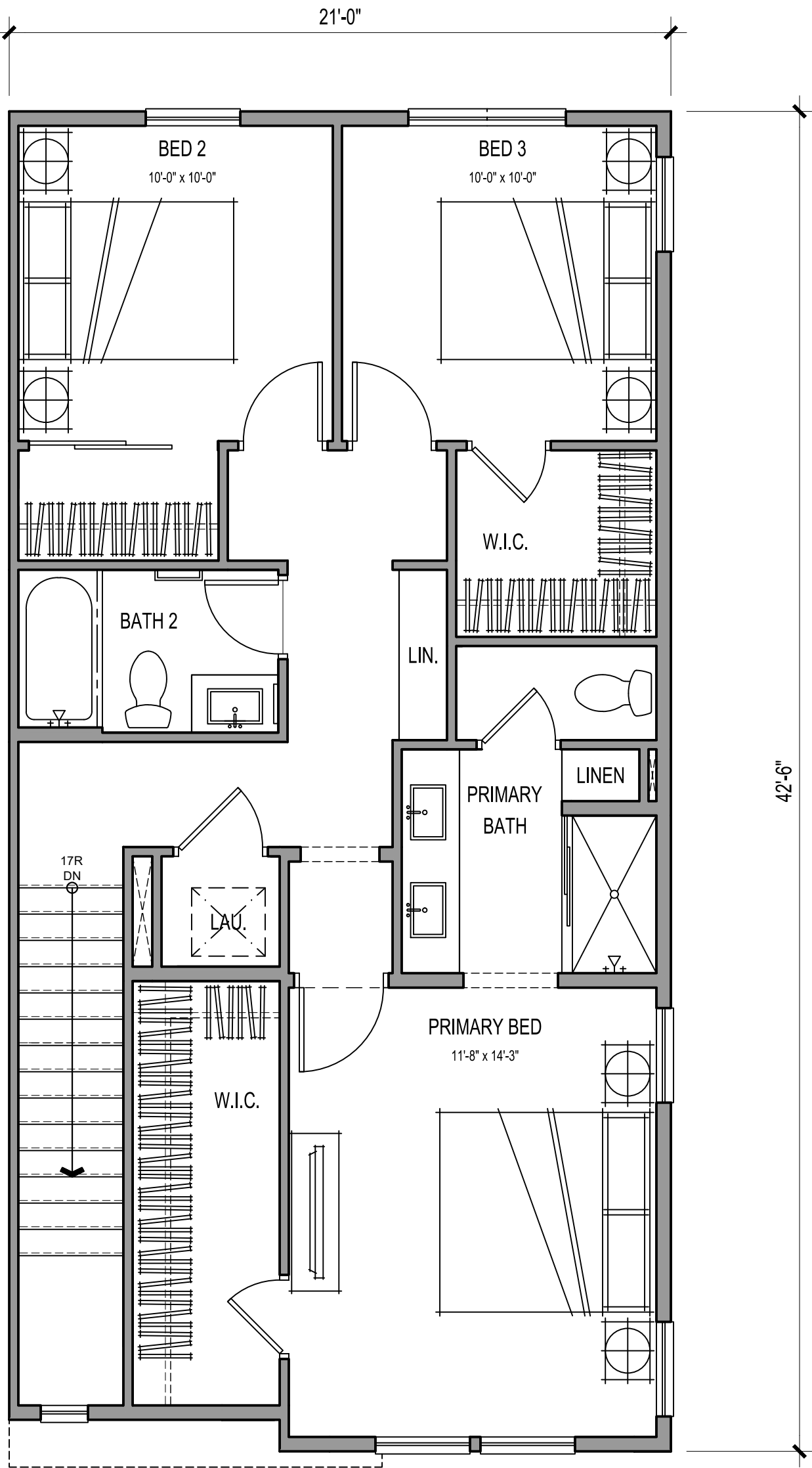
SECOND FLOOR



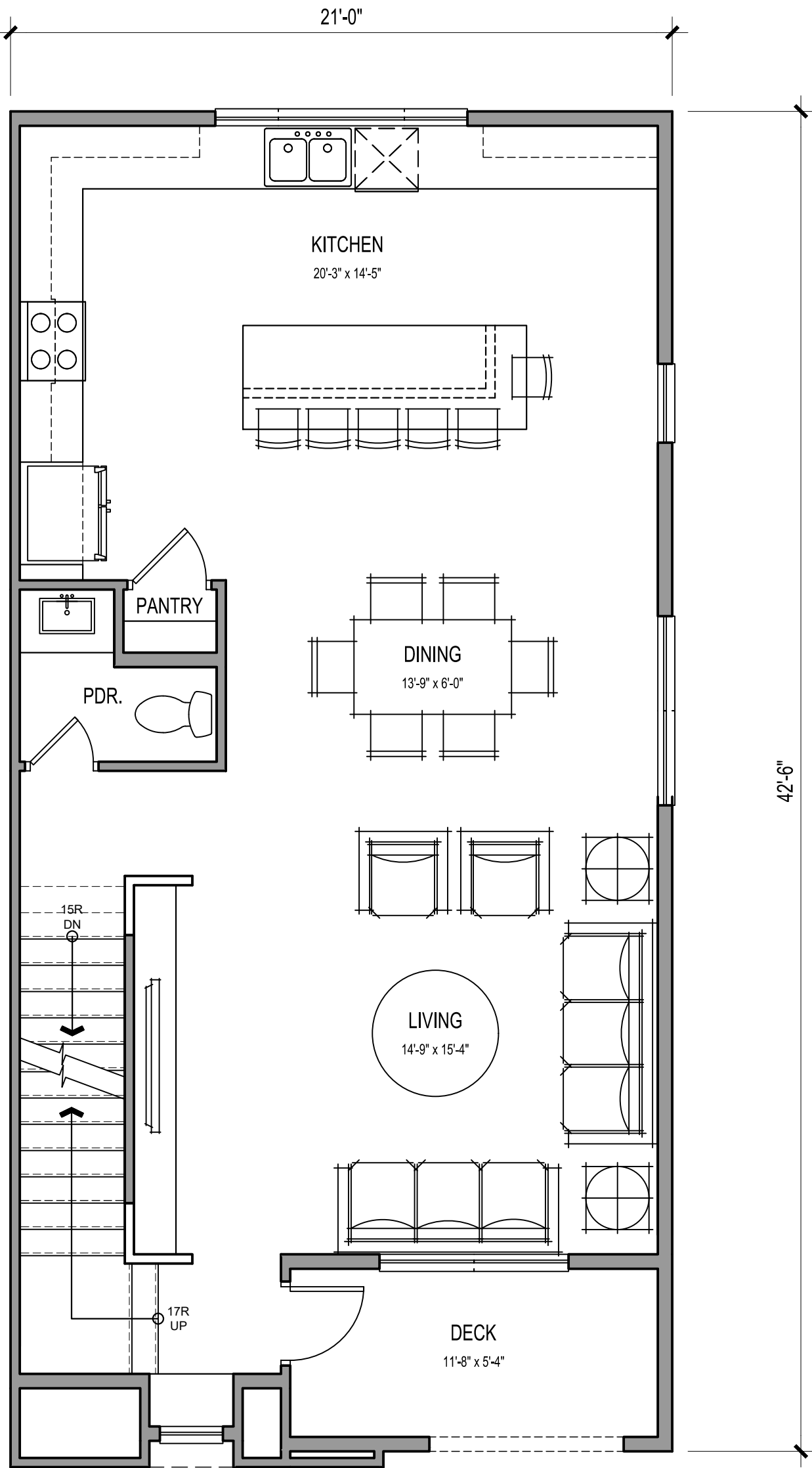
FIRST FLOOR

4 BED/ 3.5 BATH	
GROSS SF	
1ST FLOOR	382 SQ. FT.
2ND FLOOR	784 SQ. FT.
3RD FLOOR	784 SQ. FT.
TOTAL LIVING	1951 SQ. FT.
GARAGE	
DECK	
	445 SQ. FT.
	66 SQ. FT.

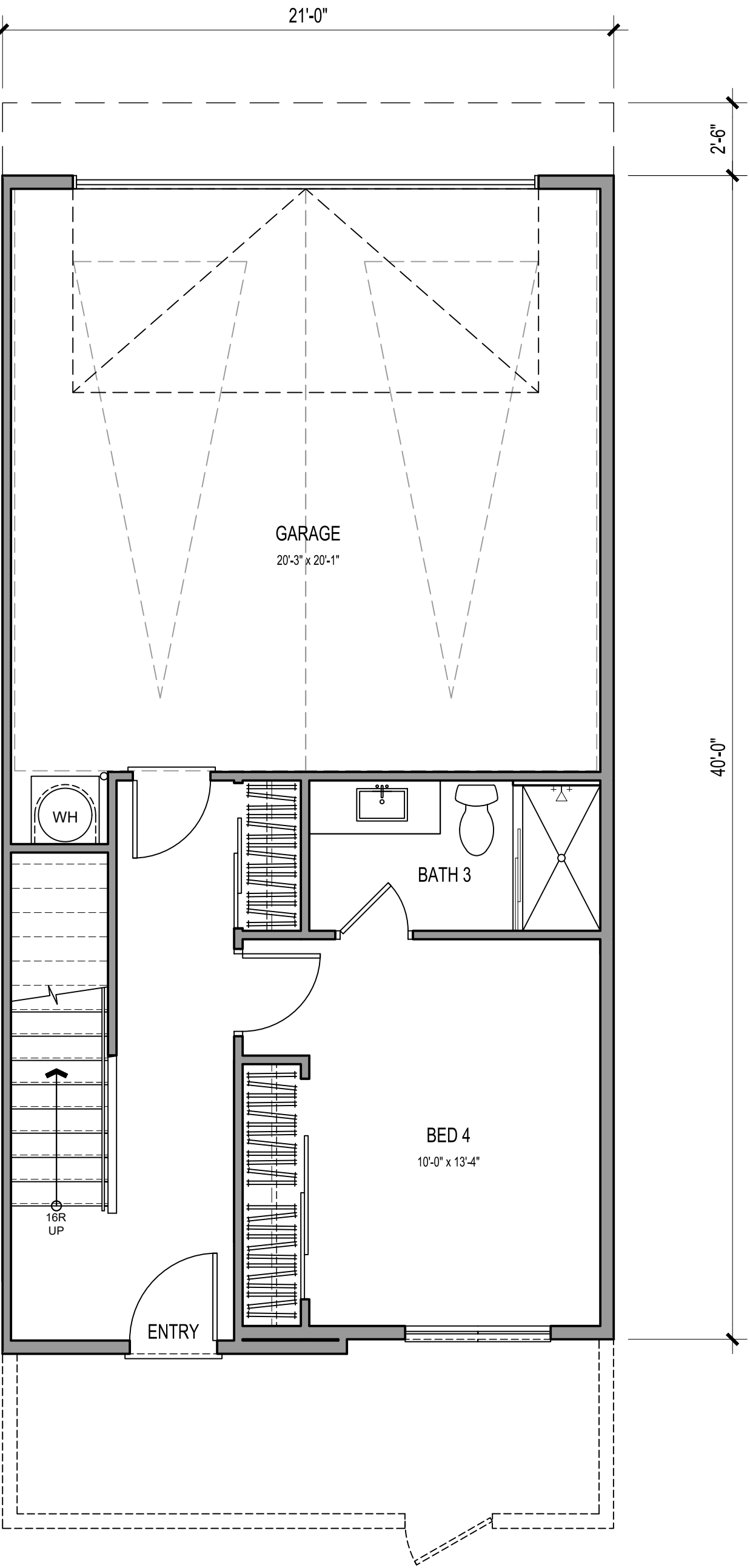
NET SF	
1ST FLOOR	362 SQ. FT.
2ND FLOOR	743 SQ. FT.
3RD FLOOR	739 SQ. FT.
TOTAL LIVING	1844 SQ. FT.



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

4 BED/3.5 BATH	
GROSS SF	
1ST FLOOR	405 SQ. FT.
2ND FLOOR	805 SQ. FT.
3RD FLOOR	822 SQ. FT.
TOTAL LIVING	2032 SQ. FT.
GARAGE	439 SQ. FT.
DECK	62 SQ. FT.

NET SF	
1ST FLOOR	375 SQ. FT.
2ND FLOOR	756 SQ. FT.
3RD FLOOR	769 SQ. FT.
TOTAL LIVING	1900 SQ. FT.

Unit Mix Data Tables

	Building Type B500				
Unit Plan	# Units	Bdrm	Bath	SqFt/Unit	Subtotal
1					
2	2	3	3	1,777	3,554
3	1	4	4	1,844	1,844
4	2	4	4	1,900	3,800
Subtotal	5				9,198
# of Bldgs	3				
# Bdrm					
Total Units	15				
SubTotal SqFt					27,594

	Building Type B600				
Unit Plan	# Units	Bdrm	Bath	SqFt/Unit	Subtotal
1					
2	2	3	3	1,777	3,554
3	2	4	4	1,844	3,688
4	2	4	4	1,900	3,800
Subtotal	6				11,042
# of Bldgs	6				
# Bdrm					
Total Units	36				
SubTotal					66,252

	Building Type B700				
Unit Plan	# Units	Bdrm	Bath	SqFt/Unit	Subtotal
1	2	3	3	1,392	2,784
2	2	3	3	1,777	3,554
3	2	4	4	1,844	3,688
4	1	4	4	1,900	1,900
Subtotal	7				11,926
# of Bldgs	10				
# Bdrm					
Total Units	70				
SubTotal					119,260

Total Buildings	19	
Total Units	121	
Total Residential SqFt		213,106
Average SqFt/Unit	1,761	
Residential Footprint		85,242
Total Garage SqFt		43,560
Total Building Foot Print		128,802
Site Acres	6.53	
Site SqFt	284,447	

Project Summary				
Plan Type	Description	No.of Units	Mix	Net/Unit
1	3 Bd/3Ba	20	17%	1,392
2	3 Bd/3/Ba	38	31%	1,777
3	4 Bd/4/Ba	35	29%	1,844
4	4 Bd/4/Ba	28	23%	1,900
Total		121	100%	

Buildings Breakdown	Plan 1	Plan 2	Plan 3	Plan 4	No. of Buildings
B500 - 5 Plex		2	1	2	3
B600 - 6 Plex		2	2	2	6
B700 - 7 Plex	2	2	2	1	10
Total					19



View to South Across Colonia



View to South



View to NW Multi-Family Across From Site



View to North Across City Property to Bike Path



View to NE Pedestrian Path and Community Garden



View to NE at Camino Del Sol

Pre-Application Review of the Colonia Townhomes Project PZ# 25-600-01

Jamie Peltier, Planning Supervisor
Daniel Houck, Associate Planner
Community Development Department

City Council
October 7, 2025

- This is not a formal application.
- The pre-application process allows City Council members an opportunity to make individual comments concerning the future Zone Change and General Plan Amendment that would be required for the proposed project.
- No formal direction or decision making will take place until a formal application has been filed and scheduled for a public hearing.

- The applicant is proposing 121 townhomes as part of a multi-building, multi-family development on an existing vacant site consisting of one 6.5-acre parcel.
- This project consists of:
 - (19) 3-story buildings with 5, 6, and 7 units each
 - 3 bedroom and 4-bedroom units
 - One private attached 2-car garage per unit
 - 45 uncovered parking spaces throughout the site
- A General Plan Amendment and Zone Change from industrial to residential is required for consistency to allow for the proposed residential use.

GPA - The General Plan Amendment would amend the designation for the parcel from Industrial Limited (ILM) to Residential Medium (RM). With the change the site would allow for 12-18 dwellings per acre.

Zone Change (Rezone) - The Zone Change would change the zoning of the parcel from Limited Manufacturing (M-L) to Garden Apartment - Planned Development (R-3-PD). With the change the site would allow for one dwelling per 2,400 sq ft.

PD - The Planned Development Permit would allow the development of the proposed townhomes within the Garden Apartment - Planned Development (R-3-PD) zone, pursuant to zoning standards and City requirements. A PD permit would allow numerical development standards to be modified by up to 25%.

Density Bonus - The Density Bonus would allow for additional units and would allow for waivers or concessions of development standards in accordance with state law.

Tentative Map - A tentative map will be required for this project to create for-sale condominiums.

CEQA - Environmental analysis pursuant to the California Environmental Quality Act (CEQA) will be required.



View to NE Pedestrian Path and Community Garden



View to North Across City Property to Bike Path



View to NW Multi-Family Across From Site



View to South

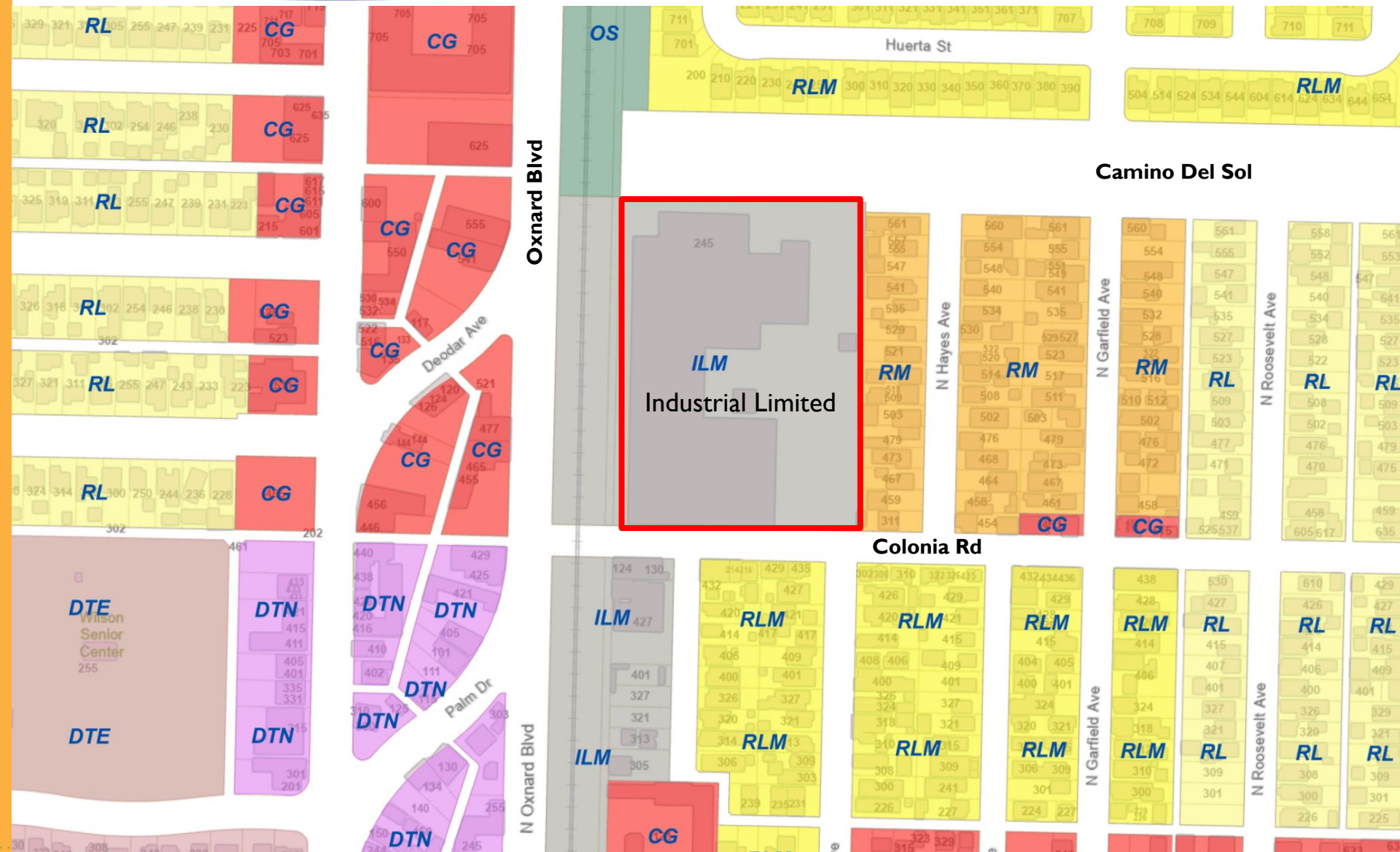


View to NE at Camino Del Sol



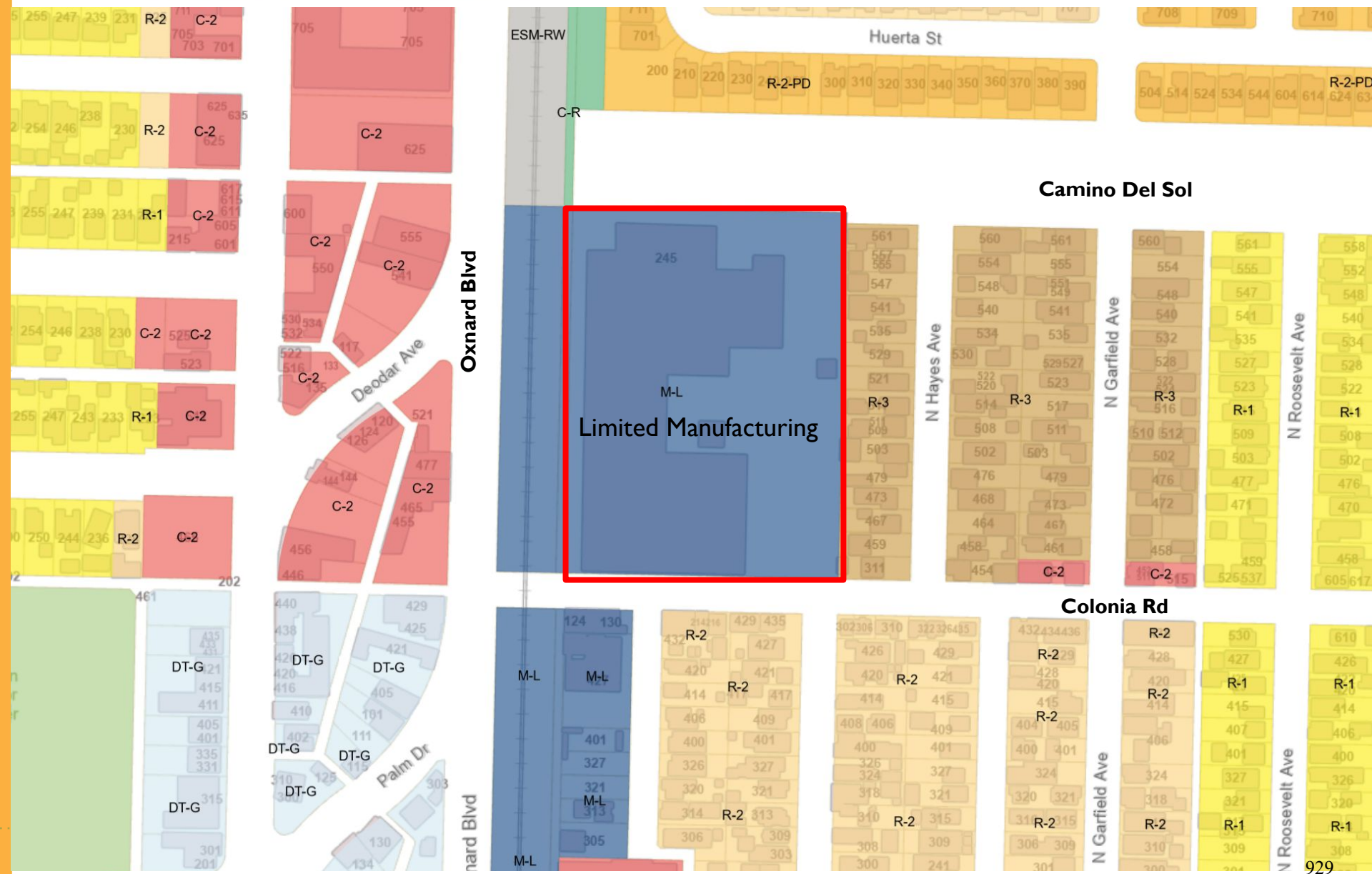
View to South Across Colonia

General Plan Map



Project Zone and Surrounding Zones

7



8





3-STORY ATTACHED TOWNHOMES ±38'-0"

① FRONT

Neighborhood Compatibility - The property is adjacent to residential zoning and development on 3 sides. Since the site is currently zoned industrial, requesting the zone change allowing a residential development would be compatible with the surrounding neighborhoods.

General Plan Consistency - Requesting a change to the General Plan land use designation from industrial to residential would demonstrate consistency with certain goals and policies of the 2030 General Plan related to neighborhood preservation, housing, and infill and compact development. A General Plan Amendment is not necessary to meet the City's Housing Element and Regional Housing Needs Allocation.

Regional Housing Needs Allocation (RHNA) - To date, the City is in full compliance with respect to the City's Housing Element and RHNA. The site is not a designated Housing Element site and processing a General Plan Amendment is not necessary to meet RHNA numbers.

Bicycle and Pedestrian Facilities - The project contains an identified Class-I Multi-Use Path per the adopted City of Oxnard Bicycle and Pedestrian Master Plan. This path will be required as part of the property development and to also connect to the existing facilities to the North of the property.

Railroad/Street - The project is adjacent to active railroad tracks and Oxnard Boulevard, a main roadway. Noise levels and traffic operations would be evaluated for the project in order to comply with the General Plan and Oxnard City Code.

Access/Parking - Two vehicle access points proposed: first on Colonia Road and second at the northeast corner of Camino Del Sol. Parking proposed in two-car garages for each unit and other open spaces throughout the site. No parking required per AB 2097.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.3

DATE: October 7, 2025

TO: City Council

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

SUBJECT: Budget Appropriations for the Automated Meter Infrastructure Installation Project PW 17-32. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize an appropriation in an amount up to \$2,750,000 for Fiscal Year 2025-26 from the available fund balance in the Water Operating Fund (601) and corresponding transfers in the Water Capital Fund (602) for the Automated Meter Infrastructure Installation Project PW 17-32 (C2022).

(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.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/N1BSckow8Us>

BACKGROUND

On October 19, 2021, City Council approved total project allocations of \$30,481,628.12 for the Automated Meter Infrastructure (AMI) Installation Project PW 17-32 (C2022) capital improvement program (CIP) project. In that staff report, the action items were to:

1. Award an agreement A-8371 with Badger Meter, Inc. for \$22,062,283.12 for AMI;
2. Award an agreement A-8350 with Carollo Engineers, Inc. for \$4,006,889 for Construction Management Services;
3. Authorize a Project contingency amount of \$2,206,228; and
4. Authorize a Project allocation of \$2,206,228 for engineering, inspection, survey and project management (EISPM).

The City's water distribution system includes approximately 43,000 water meters that were replaced as part of the AMI Installation Project. The project has taken three years and replacement of each meter was scheduled by the meter reading routes. Water consumption is sent on a monthly basis via a cellular network, eliminating manual reads. The new meters are equipped with leak detection and include a web-based customer interface showing historical and average consumption. This system will be able to integrate directly with the City's enterprise software.

The CIP Project scope of work included:

- A field survey of existing meters
- Replacement of every water meter in the City's water distribution system
- Installation of cellular read endpoints
- Cellular read service for 12 months following meter installation

- Replacement of meter box lids

As part of this Project, the Contractor performed a survey of each water meter, providing Global Positioning System (GPS) locations and photos of existing conditions, information that did not previously exist, but is important for system management. Concurrently, the City, Contractor, and Construction Manager engaged with the public by providing a project schedule, meter “how to read” guide, and instructions for accessing the customer interface.

At the time of writing this staff report, staff members are in the process of closing out the construction phase of the Capital Improvement Program (CIP) project. The total project cost is expected to be approximately \$3M less than the approved total project allocation of \$30.48M.

Capital Improvement Program (CIP) Reference:

Project No. **C2022** - Water Distribution: Automated Meter Infrastructure Replacement Project - CIP 2025-2029 - Adopted June 4, 2024 – Page 159.

DISCUSSION

At the time of City Council approval, the full project cost of \$30,481,628.12 was not fully appropriated, as stated in the October 19, 2021, staff report (attached for reference). To date, \$24,718,902 has been appropriated for this project, with total anticipated final expenses estimated at approximately \$27,468,902, representing an additional \$2,750,000 from the approved appropriations to date.

Consistent with the October 19, 2021, staff report, additional appropriation to complete and fully fund the remaining balance of the CIP AMI Project is requested. An amount of \$2,750,000 from the originally authorized \$30,481,628.12 is recommended to be appropriated within the Water Operating Fund (601), with corresponding transfers in the Water Capital Fund 602 to Project C2022 (PW17-32).

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 estimated cost of this project is approximately \$27.5M (approximately \$3M less than originally planned), which includes agreements with Badger Meter, Inc., Carollo Engineers, Inc., EISPM, and contingency funds. To date, the appropriated total project budget for the Advanced Metering Infrastructure (AMI) Installation Project (C2022) is approximately \$24.7 million and is funded through the Water Operating Fund. Sufficient funding is available to appropriate an additional \$2,750,000 to complete the project.

Fund	Project Budget Appropriations To Date	Total Spent Through FY 2025	Additional Project Appropriations FY 2026	New Project Budget
Water Operating Fund (601)	\$24,618,902	\$23,973,936	\$2,750,000	\$27,368,902
Water Security & Contamination Fund (608)	\$100,000	\$100,000	\$0	\$100,000
TOTAL	\$24,718,902	\$24,073,936	\$2,750,000	\$27,468,902

For Finance Use Only: Water Operating Fund (Org. 6013600 Obj. 59800); Water Capital Fund (Org. 6023600 Obj. 49300 / 53270) Project C2022

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: Timothy Beaman, Assistant Public Works Director

ATTACHMENTS

1. October 19, 2021 Staff Report
2. Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.5

DATE: October 19, 2021

TO: City Council

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

SUBJECT: Award Agreements for Automated Meter Infrastructure Installation Project PW 17-32. (0/10/30)

RECOMMENDATION

That the City Council approve and authorize the following for a total of \$30,481,628.12 in Project funds for the Advanced Meter Infrastructure (AMI) Installation Project PW 17-32 (Project No. 206503):

1. The Mayor to award and execute Agreement A-8371 with Badger Meter, Inc., for \$22,062,283.12 for Installation of Water Meters;
2. A Project contingency amount of \$2,206,228;
3. A Project allocation of \$2,206,228 for engineering, inspection, survey and project management; and
4. The Mayor to award and execute Agreement A-8350 with Carollo Engineers, Inc., for \$4,006,889 for Construction Management Services.

(Public Works and Transportation Committee approved 3-0).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/jfz8NvVjbac>

BACKGROUND

The City currently has a Sensus drive and ready automated meter reading (AMR) system. These meters have a 10-year expected life and most of the meters were installed between 2002 - 2008 and, as a result, are experiencing increased failures as well as under registering throughout the system. The automated failures most commonly occur within the Meter Transceiver Unit (MXU) that collects data from the meter and transmits the meter reading through radio signals to the interrogator device found on City trucks to take readings as they drive by. The automated failures have increasingly required that staff read meters and enter billing information manually. There are over 41,000 existing meters throughout the City, and of those, approximately 10,000 meters are currently being read manually with approximately an additional 20-30 meters failing to read automatically every week.

In addition to the large number of aged meters, the current software technology used to support the City's AMR system is no longer supported and existing meters are far less accurate than the new solid state type meters that will be installed as part of this project.

The AMI Installation Project will replace every water meter in the water distribution system with high accuracy, stainless steel meters. The project is scheduled to take three years and replacement will be scheduled by meter reading route. Water consumption is sent on a monthly basis via a cellular network, eliminating manual reads. The new meters are

equipped with leak detection and include a web-based customer interface showing historical and average consumption. This system will be able to integrate directly with the City's enterprise software. A pilot study of 250 meters will be conducted prior to citywide installation and implementation.

As part of this Project, the Contractor will perform a survey of each water meter providing GPS locations and photos of existing conditions, information that does not currently exist. Concurrently the City, Contractor, and Construction Manager will engage the public by providing a schedule, meter "how to read" guide, and instructions for accessing the customer interface. Each customer will be notified two weeks prior to their meter being replaced. Meter replacements typically take less than 20 minutes and the installers will be identifiable via uniform with the company name and phone number. Residents will not be asked for any personal information during this project and will only be contacted in cases where the Contractor is not able to locate their meter due to obstructions and seek permission to enter onto their property.

Capital Improvement Program (CIP) Reference:

Project No. **206503** - Automated Meter Infrastructure (AMI) Replacement - CIP 2021-2026 - Adopted May 18, 2021 - Page 168.

DISCUSSION

INSTALLATION

The installation will include all new meters, meter endpoint, meter box lid, and incidental piping for the services. The benefits of a new AMI system include high accuracy reads, real-time water usage reporting, leak detection, optional integrated shut-offs, customer interface and engagement, lead-free stainless steel body, and a 20-year warranty. Additionally, there will be a full inventory of all water meters in the City which will provide the classification, global positioning system (GPS) location, size, associated address, and installation date. The meters are anticipated to begin being installed in summer 2022.

The notice inviting formal bids (NIFB) on the Project was initially published on June 24, 2021, with bids due on July 29, 2021. The City received three (3) bids for this project but two (2) were rejected as being non-responsive. The lowest bidder was Badger Meter, Inc., at \$22,062,283.12 and its bid is responsive to the City's NIFB.

Following this determination, procurement staff reviewed all documentation received from the bidder, verified possession of required current 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). At this time, the contractor or its subcontractors are believed to be legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, it is recommended that the City Council award the contract for this Project to Badger Meter, Inc.

Additional funds are needed for the Project, which includes \$2,206,228 for Project contingency (10% of the contract costs) and \$2,206,228 for the cost for engineering services and City staff (10% of the contract cost) to perform the following activities during construction: engineering, inspection, survey and project management bringing the total estimated cost of the construction portion of the Project to \$26,474,739.12.

CONSTRUCTION MANAGEMENT

A project of this scale, the installation of 41,000 new water meters, requires the full attention of a dedicated construction management team in order to execute the project effectively and successfully. Construction management services for the AMI installation will include daily inspection, contract administration, document management, preparing a Construction Management Plan, managing daily project progress, conducting progress meetings, and change order/claims management.

The request for proposals (RFP) for construction management services was published on April 8, 2021, and all proposals were due on April 29, 2021. The City received two (2) proposals, with all proposals deemed complete. The proposals were reviewed by three (3) City staff members consisting of the Water Division Manager, Water Operations Supervisor and the Project Manager.

Carollo Engineers, Inc. was selected as the most qualified firm to provide construction management services for the AMI Installation Project. The selection was based upon the firm's extensive construction management experience, including specific meter replacement projects, and dedicated local presence. Thus, staff recommends that the City Council award the contract for this project to Carollo Engineers, Inc.

Community outreach will be a collaborative effort between City staff and Carollo. A website will be dedicated to this Project with periodic status updates. City customers will be notified of scheduled meter installation dates.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

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 estimated cost of this Project is \$30,481,628.12 which includes Agreement A-8371 with Badger Meter, Inc., for \$22,062,283.12, Agreement A-8350 with Carollo Engineers, Inc., for \$4,006,889, \$2,206,228 in EISPM funds and \$2,206,228 in contingency funds. The Advanced Metering Infrastructure (AMI) Installation Project 206503 is being funded from the Water Operating Fund (601) and Security Contamination Prevention Fund (608) which has an available project budget balance of approximately \$13,763,962. Additional budget appropriations of \$16,717,666 will be requested in subsequent fiscal years for this Project as needed and will be funded from the available fund balance in the Water Operating Fund (601).

Project	Fund Number	Fund Name	Project Appropriations	Current Available Project Budget
206503 – Advanced Metering Infrastructure Installation Project	601	Water Operating Fund	\$13,725,000	\$13,723,962
	608	Security Contam. Prevention Fund	\$100,000	\$40,000
TOTAL			\$13,825,000	\$13,763,962

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on September 28, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8371 Badger Meter PW 17-32R

2. A-8350 Carollo Engineers Inc. (AMI Project)
3. AMI Presentation

Budget Appropriations for the Automated Meter Infrastructure Replacement Project PW 17-32

City Council
October 7, 2025

Tim Beaman
Assistant Public Works Director

That the City Council approve and authorize an appropriation in an amount up to \$2,750,000 for Fiscal Year 2025-26 from the available fund balance in the Water Operating Fund (601) and corresponding transfers in the Water Capital Fund (602) for the Automated Meter Infrastructure Installation Project PW 17-32 (C2022).

- On October 19, 2021, City Council approved total project allocations of \$30,481,628.12 for the Automated Meter Infrastructure (AMI) Replacement Project PW 17-32. In that staff report, the action items were to:
 - i. Award agreement A-8371 with Badger Meter, Inc. for \$22,062,283.12 for AMI;
 - ii. Award agreement A-8350 with Carollo Engineers, Inc. for \$4,006,889 for Construction Management Services;
 - iii. Authorize a project contingency amount of \$2,206,228; and
 - iv. Authorize a project allocation of \$2,206,228 for engineering, inspection, survey and project management (EISPM).
- The Project Scope of Work included:
 - A field survey of existing infrastructure
 - Replacement of approximately 43,000 water meters
 - Installation of cellular read endpoints
 - Cellular read service for 12-months following meter installation
 - Replacement of meter box lids

- At the time of this presentation, staff members are in the process of closing out the construction phase of the project.
- The total project cost is expected to be approximately \$3M less than the approved total project allocation of \$30.48M.



- At the time of City Council approval, the full project cost of \$30,481,628.12 was not fully appropriated as stated in the October 19, 2021 staff report.
- To date, \$24,718,902 has been appropriated to this project.
- To complete and fully fund the remaining balance of the CIP AMI Project, \$2,750,000 of the total approved amount will need to be appropriated within the Water Operating Fund (601), with corresponding transfers in the Water Capital Fund 602 to Project C2022 (PW17-32).

- The total estimated cost of this project is approximately \$27.5 million, which includes agreements with Badger Meter, Inc., Carollo Engineers, Inc., EISPM, and contingency funds.
- To date, the appropriated total project budget for the Automated Meter Infrastructure Replacement Project (C2022) is approximately \$24.7 million and is funded through the Water Operating Fund.
- Sufficient funding is available in the Water Operating Fund (601) to appropriate an additional \$2,750,000 to complete the project.



QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.4

DATE: October 7, 2025

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Police Department Standard-Issue Firearm Replacement: Agreement with Adamson Police Products to Purchase New Standard-Issue Handguns for the Police Department. (15 minutes)

RECOMMENDATION

That the City Council:

1. Approve a budget appropriation not to exceed \$300,000.00 from the General Fund (101) available fund balance for the payment of firearm purchases; and
2. Authorizes the Mayor to sign the contract agreement with Adamson Police Products to purchase equipment for an amount not to exceed \$300,000.00.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/3UmPVz-QqC8>

BACKGROUND

The Sig Sauer P320 9 millimeter pistol ("P320") has been the Police Department's standard-issued firearm since 2017. The P320 is a "striker-fired" semi-automatic firearm. Unlike a traditional "hammer-fired" pistol, the P320 uses a consistent, pre-tensioned striker system that provides a smooth trigger pull. In order to discharge a bullet, the striker makes contact with the primer section of a chambered bullet. Since acquiring the P320, industrywide concerns have grown regarding a possible safety issue involving an increasing number of reported "uncommanded discharges." An uncommanded discharge occurs when the striker is released without a deliberate trigger pull, potentially resulting from mechanical failure, impact, or inadvertent trigger movement. Such discharges cause the firearm to discharge without user input.

In response to this safety concern, a growing number of law enforcement agencies in California, as well as across the nation, are transitioning away from the P320. Law enforcement agencies in the Tri-Counties area that have prohibited the P320, or are in the process of transitioning away from the P320, include the Ventura County Sheriff's Office and the police departments of: Simi Valley, Santa Barbara, San Luis Obispo, and Port Hueneme. Additionally, some law enforcement ranges and training organizations, including the California Association of Tactical Officers, have prohibited the P320 from use at their facilities.

In response to this concern, the Police Department initiated a search for a comparable replacement for the P320. The Police Department tested and evaluated handguns manufactured by Smith and Wesson, Glock, Fabrique Nationale d'Herstal, and Springfield Arms. Upon completion of evaluation, the Police Department selected the Smith and Wesson M&P 2.0 9mm ("M&P 2.0") to replace the P320 as its new standard-issued firearm. The M&P 2.0 is currently an issued firearm for several California law enforcement agencies, including the Los Angeles County Sheriff's Department (since 2013) and the California Highway Patrol (since 2011). The Ventura County Sheriff's Office also plans to transition to the M&P 2.0.

Other Considerations

The Police Department currently includes pistol-mounted optics (PMO) and attached lights as part of its standard-issued firearm. PMOs have become industry standard equipment, providing officers with improved accuracy, faster target acquisition and greater effectiveness in high-stress situations. Equipping duty weapons with PMOs ensures officers remain aligned with modern policing practices and the best standards of safety and performance. Transitioning to the M&P 2.0 will require the Police Department to purchase PMO's, as the existing PMOs are not compatible with the new firearm. The Aimpoint ACRO has been identified as an affordable, high-quality PMO that is compatible with the M&P 2.0.

The pistol-mounted lights currently issued to officers are in good working order and are compatible with the M&P 2.0. Reissuing the Police Department's current inventory of lights will reduce the overall total cost of the purchase by approximately \$41,000.00.

Handgun holsters are a necessary piece of issued equipment, and they are commonly built for specific makes, models, and features. Transitioning to the M&P 2.0 will require the Police Department to purchase holsters. Safariland, a leading manufacturer of holsters, currently produces a holster that can safely retain the M&P 2.0 equipped with both a light and an PMO. This holster is comparable in cost and quality to holsters that the Police Department currently issues.

Due to the safety concerns, the Police Department will warehouse and securely store its existing inventory of P320s, rather than pursue an immediate sale. The inventory will be stored pending any potential manufacturer recall or corrective action that may restore market value. The Department will reassess the disposition of the P320s once the manufacturer has addressed the identified safety concerns.

The table below shows the vendor cost comparisons for the M&P 2.0 with PMO and holsters

	Adamson (Shipping not required)	ProForce (Shipping not required)	Arms Unlimited (Shipping costs not included)
Firearm W/AimPoint ACRO PMO/per unit	\$910.00	\$937.44	\$925.00
Safariland Holster/per unit	\$138.00	\$138.39	\$138.39 (ProForce)
Total per Weapon System *not including sales tax	\$1,048.00	\$1,075.83	\$1,063.39
Total Cost of Order (250) *not including sales tax	\$262,000.00	\$268,957.50	\$265,847.50

After an extensive process to identify vendors who are capable of supplying this order, Adamson Police Products was selected as the vendor that provided the best price. In addition to cost, consideration was also given to availability of inventory and timeliness of delivery.

The total cost of this purchase with sales tax is estimated to be \$286,235.00. The request for an amount not to exceed \$300,000.00 is to account for a contingency to address unforeseen expenses (e.g., minor added parts).

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

Approval of the recommended action will fund this firearm purchase and reduce the available fund balance in the General Fund (101) by an amount not to exceed \$300,000.

For Finance Use Only: General Fund (Org. 1012111 Obj. 52100 - \$265,000 & Org. 1012111 Obj. 52400 - \$35,000)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rocky Marquez, Assistant Police Chief

ATTACHMENTS

1. Presentation

Agenda Item N4: Agreement with Adamson Police Products to Purchase New Standard-Issue Handguns for the Police Department

City Council

By: Rocky Marquez, Assistant Police Chief

October 7, 2025

Recommendation

- That the City Council:
 1. Approve a budget appropriation not to exceed \$300,000.00 from the General Fund (101) available fund balance for the payment of firearm purchases; and
 2. Authorizes the Mayor to sign the contract with Adamson Police Products to purchase equipment for an amount not to exceed \$300,000.00.

BACKGROUND

- The Sig Sauer P320 9 millimeter pistol (“P320”) has been the Police Department’s standard-issue firearm since 2017.
 - The P320 is a “striker-fired” semi-automatic firearm.
- Concerns have grown regarding a possible safety issue involving an increasing number of reported “uncommanded discharges.”
 - “Uncommanded discharges” occur when the firearm discharges without deliberate trigger pull.
 - Possible causes: mechanical failure, impact, or inadvertent trigger movement

BACKGROUND

- Outside agency response to safety concerns.
 - Growing number of law enforcement agencies in CA and nationwide transitioning away from the P320
 - Local agencies that have prohibited or are in the process of replacing the P320, include:
 - Ventura County Sheriff's Office
 - Police Departments of Simi Valley, Santa Barbara, San Luis Obispo, Port Hueneme
 - Training facilities, including California Association of Tactical Officers, have prohibited the P320

Discussion

- The Oxnard Police Department conducted a research and testing process for a suitable and closely comparable replacement for the Sig Sauer P320 duty pistol.
 - Alternative handgun manufacturers evaluated:
 - Smith and Wesson
 - Glock
 - Fabrique Nationale d'Herstal (“FN”)
 - Springfield Arms

Discussion

- The Smith and Wesson M&P 2.0 9mm was selected as the new standard-issue firearm of the Police Department. Overall, the M&P 2.0 performed exceptionally well in the evaluation.
- The Smith and Wesson M&P 2.0 is currently an issued duty firearm for several California law enforcement agencies, including:
 - Los Angeles County Sheriff's Department (since 2013)
 - California Highway Patrol (since 2011)
 - Ventura County Sheriff's Office (In process of transitioning)

DISCUSSION

Other Considerations:

- Pistol-mounted optics (“PMOs”) are included as standard-issue department equipment with a P320.
 - The Aimpoint “ACRO” has been identified as an affordable, high-quality PMO that is compatible with the Smith and Wesson M&P 2.0 9mm.
- Handgun holsters are a necessary piece of issued equipment, and they are commonly built for specific makes, models, and features.
 - Safariland, a leading manufacturer of holsters, currently produces a holster that can safely retain the Smith and Wesson M&P 2.0 equipped with both a light and a PMO.

DISCUSSION

Other Considerations Continued:

- Pistol-mounted lights give officers the ability to illuminate a target while maintaining a proper grip of their firearm, and are standard-issue department equipment.
 - The pistol-mounted lights currently issued to officers are compatible with the Smith and Wesson M&P 2.0 9mm.
 - Utilizing the current inventory of lights reduces the total replacement cost by approximately \$41,000.00.

DISCUSSION

- Vendor Selection
 - The table below shows the vendor cost comparisons for the M&P 2.0 equipped with a PMO, and for compatible holsters.

Prices Per Unit	Adamson (Shipping not required)	ProForce (Shipping not required)	Arms Unlimited (Shipping costs not included)
Firearm W/AimPoint ACRO PMO	\$910.00	\$937.44	\$925.00
Safariland Holster	\$138.00	\$138.39	\$138.39 (ProForce)
Total	\$1,048.00	\$1,075.83	\$1,063.39

DISCUSSION

Adamson Police Products Order			
Firearm W/AimPoint ACRO PMO (each)	Safariland Holster (each)	Total Cost per Weapon System *not including sales tax	Total Cost of Order (250) *not including sales tax
\$910.00	\$138.00	\$1,048.00	\$262,000.00

The total cost of this purchase with sales tax is estimated to be **\$286,235.00**. The request is for an amount not to exceed \$300,000.00 to account for any unforeseen expenses (e.g., minor added parts).

FISCAL IMPACT

Approval of the recommended action will fund this firearm purchase and reduce the available fund balance in the General Fund (101) by an amount not to exceed \$300,000.



QUESTIONS?